



Shree Pretoria Hindu Seva Samaj

Established in 1932

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"Satyameva Jayate" - Truth Alone Prevails

Celebrating 83 Years of Selfless Service

SAMAJ FACILITIES HIRE POLICY

1. AIM/ PURPOSE

The purpose of this policy is to provide clarity on the terms and conditions under which the Shree Pretoria Hindu Seva Samaj lets out its facilities in Laudium and Marabastad.

2. RATIONALE

The Shree Pretoria Hindu Seva Samaj is the custodian of property belonging to the Gujarati community of Pretoria situated at 264 13th Avenue in Laudium, and the **Samaj Marabastad Centre** in Marabastad, Pretoria. In addition, the Samaj has acquired 11 stands along DF Malan Drive in lieu of land confiscated by the Apartheid government. The Marabastad and Laudium premises have been regularly let out to the public over the years but there is currently no overriding policy that governs the letting of these premises. This policy aims to address this shortcoming.

3. SAMAJ MARABASTAD CENTRE (SMC)

The Samaj Marabastad Centre, situated on the corner of Grand and 10th Avenue in what was then known as the Asiatic Bazaar or Marabastad, has been the religious Centre of the Gujarati community since 1932 when the Shree Pretoria Hindu Seva Samaj was founded. From 1960 onwards, when the then Apartheid government forcibly removed residents from Marabastad to Laudium, the Samaj decided to convert its old school premises to a shopping center, consisting of 12 shops, with the Mandir (temple) remaining a place of worship within the new building.

3.1 Conditions of Hire of Samaj Marabastad Centre (SMC)

- 3.1.1 All tenants of the SMC are required to complete leases before occupation that sets out the full terms and conditions of hire.
- 3.1.2 The tenant and rental to be charged must be approved by the Executive Committee (EC).
- 3.1.2 Rental must be paid in advance by the 7th day of each month;
- 3.1.3 Rentals should be escalated annually by at least the inflation rate. The current date for escalation is October of each year.
- 3.1.4 Tenants are responsible for all improvements to the interior of the shops.
- 3.1.5 The Samaj will be responsible for the maintenance of the outside of the building.
- 3.1.6 Tenants may not undertake any alterations to the premises without the written approval of the Samaj.
- 3.1.7 All complaints or concerns of tenants must be directed in writing to the Secretary-General or the Samaj Administrators.
- 3.1.8 Tenants will be required to repair any damages to the interior of the premises hired by them and must do so within two months of the matter having been brought to their attention by a Samaj official.
- 3.1.9 Future tenants are required to pay a refundable deposit equaling at least one month's rental at the time of hire.

4 SAMAJ LAUDIUM PREMISES

The Samaj Laudium premises, situated on 13th Avenue, Laudium, consist of an auditorium, mini-hall or dining-hall, temple and classrooms. The foundations for the temple were laid 39 years ago (in 1972) and the auditorium and classrooms were built thereafter. The auditorium, dining-.room, multi-purpose room and classrooms have been hired out to community members over the years. This policy aims to regulate this process.

4.1 *Conditions for Hire of Samaj Laudium Premises*

- 4.1.1 Each potential hirer will be required to complete either the short-term hire contract or long-term hire contract, whichever is more applicable.
- 4.1.2 The hirer agrees to pay the full cost of hire, together with a refundable deposit to defray expenses as indicated in the contract for hire. The amended rates for hire will be set by the EC in January of each year.

- 4.1.3 The hirer must pay the prevailing rates for the year of hire and not the rate quoted when making the booking. This provision should be explained to the hirer at time of booking but failure to do so does not exempt the hirer from being charged the prevailing rate for the year in question. This provision does not apply if the rates are paid in full at the time of booking.
- 4.1.4 No **meat or alcohol** may be consumed on the premises hired or on any other part of the **SAMAJ** premises
- 4.1.5 The required deposit must be paid **within seven (7)** days of provisional booking to confirm booking for premises hired
- 4.1.6 Only upon receipt of deposit will a booking be regarded as confirmed
- 4.1.7 Full payment, over and above the deposit paid, is required at least eight (8) weeks before any event (such as weddings) for which the auditorium has been booked. No access to premises will be granted until full payment and deposit is received. All other premises to be paid in full at time of booking
- 4.1.8 In the event that a third party seeks to book a venue for which only a deposit has been paid, the initial hirer will be given 7 days to pay at least 50% of the hiring fee to secure the booking. Should he/she fail to do so, the venue will be offered to the third party
- 4.1.9 All utensils must be returned in the same clean condition as when hired, otherwise a cleaning fee will be levied, or deducted from the deposit.
- 4.1.10 All cleaning staff and cleaning materials are to be provided by the hirer
- 4.1.11 Deposit paid will only be refunded after inspection by caretaker and clearance given. Clearance will only be given when utensils hired have been cleaned, and all garbage removed (including from auditorium and toilets). If there are any damages or a shortfall of utensils, the damages and/or shortfall will be deducted from the deposit.
- 4.1.12 Refund period of deposit is maximum 30 days
- 4.1.13 All functions must end as stipulated in the premise hire contract but in any event not later than 11pm (23:00)
- 4.1.14 Under no circumstances are any chairs, tables or utensils belonging to the Samaj to be hired out for removal from the premises nor may they be removed by the hirer for any purpose whatsoever
- 4.1.15 All toiletry requirements (towels, soap, toilet paper, etc.) to be provided by the person hiring the hall
- 4.1.16 Under no circumstances is smoking or firearms permitted on the premises
- 4.1.17 If an interior decorator is used by the hirer, the interior decorator and hirer must agree on access times with the caretaker
- 4.1.18 All decorations are to be hung at the places indicated by the caretaker. No nails may be hit into the walls of the premises
- 4.1.19 The interior decorator is to remove all decorations on the same day the function is held. If this is not possible, alternate arrangements must be made with the caretaker
- 4.1.20 When using a catering company, the hirer must ensure that all tables, chairs, crockery and cutlery are removed after the function

- 4.1.21 The final go ahead for hire can still be revoked if the purpose of hire does not conform to the general ethos and culture of the Hindu Dharma or if its core principles are compromised.
- 4.1.22 The Samaj will not be liable for any damages suffered by a hirer as a result of an act of nature e.g. flooding or through the actions of third parties over whom they have no control e.g. load-shedding, fire and theft.

5. PROCEDURE TO BE FOLLOWED WHEN HIRING SAMAJ PREMISES

- 5.1 The Samaj office will be solely responsible for all bookings of premises. The Samaj caretaker may take bookings on behalf of the office after office hours but these must be confirmed by the office as soon as possible thereafter.
- 5.2 Samaj administrative staff is not allowed to deviate from the provisions of this policy or the set tariffs without authority of the executive committee.
- 5.3 Any request for a deviation from the set tariffs must be made in writing for the approval by the Executive Committee
- 5.4 All applicants are required to fill in the appropriate forms when hiring any Samaj facility. These include the following:
 - 5.4.1 Long-term Hire of Samaj Laudium Premises;
 - 5.4.2 Hire of Samaj Laudium Premises;
 - 5.4.3 Hire of shops at Samaj Marabastad Centre

This policy was first approved at a meeting of the executive committee held on Monday 25 July 2011 and amended in September 2015

SPHSS EXECUTIVE