

**District Council of Rivière du Rempart (Rent of Petit Raffray Multipurpose Hall)
Regulation 2023**

GN No. 48 of 2024

Government Gazette of Mauritius No. 29 of 23 March 2024

THE LOCAL GOVERNMENT ACT 2011

**Regulations made by the District Council of Rivière du Rempart under Sections 50 and
163 of the Local Government Act 2011**

1. This regulation may be cited as the **District Council of Rivière du Rempart (Rent of Petit Raffray Multipurpose Hall) Regulation 2023**.

2. **In these regulations -**

"Lessor" - means the District Council of Riviere de Rempart

"Lessee" - means any member of the public willing to hire the Petit Raffray multipurpose hall.

"Hall" - means the Petit Raffray Multipurpose Hall

3. **Right to the use of hall and the following facilities**

(a) The District Council of Riviere du Rempart shall put at the disposal of the members of the public (called the lessee) the Petit Raffray Multipurpose Hall where same is allocated upon application by calling in person at the Welfare Department of the District Council of Riviere de Rempart at least two months prior to the function.

(b) The Lessor shall grant use of the Petit Raffray Multipurpose Hall against payment of appropriate fees,

(c) The lessor will put at the disposal of the lessee the following facilities:

- *600 chairs*
- *40 tables*
- *electricity and water supply*
- *an attendant in charge of the hall and on duty when hall is being used*
- *Sound system*
- *Standby generator*
- *Shelter (dining and cooking)*
- *Kitchen*

- *Toilet block*
- *Parking facility*

4. Terms and Conditions

- (a) The Council will not hold itself responsible for any interruption and defect in electricity and water supply.
- (b) The Lessee and his/her guests shall abide by all reasonable instructions/orders given to them by the attendant on duty.
- (c) The Lessee shall provide for the services of a police officer to be on duty for traffic control and the maintenance of law and order whenever alcoholic drinks are served or on special occasions as deemed fit by the Council.
- (d) The Lessee may proceed with decorations in the hall, at his/her own cost, but the use of scotch tape, metal nails, glue etc. is strictly prohibited.
- (e) All decorations will be under supervision and to the satisfaction of the Council.
- (f) Under no circumstances shall the Lessee or his/her guests be allowed to tamper with the sound equipment or any other equipment and/or property of the Council.
- (g) The Lessee, his/her representative and his/ her guests shall comply with Government Notice No. 250 and 251 of 2022 on regulations made under sections 41 and 96 of the Environment Protection Act.
- (h) The Lessee or his/her representative and his/her guests shall not make use of any mechanical/electrical/musical device for producing sound on the premises of the hall (yard, parking area, nearby streets) in such a way as to cause any nuisance, annoyance and inconvenience to any party/parties.
- (i) All musical instruments/sound equipment should be turned down as from 21.30 hrs (09.30 p.m).
- (j) Should the Lessee, his/her representative/s and his/her guests fail to comply with the provisions of items 4(g) & 4(h) above, the Council, through its representative or the Police Authority, shall have the right to reduce, turn down or shut off any of the aforesaid instruments as well as force the Lessee and/ or his/her representative and/ or his/her guests to leave the hall and premises without the latter having any right to claim any damages/indemnity whatsoever.
- (k) No use of fireworks or firecrackers will be allowed on the premises of the hall.
- (l) The Lessee/his/her representative/s and his/her guests shall vacate the hall and its premises at latest by 22.00 hrs (10.00 p.m.).

- (m) All belongings (materials and decorations) of the ***Lessee should be removed by the Lessee or his/her representative by 10.00 hrs at latest on the day following the function*** and for that purpose, the Lessee should liaise with the attendant posted at the hall for opening arrangement. The cost of removal shall be borne by the Lessee. All belongings (materials, decorations etc.) of the Lessee left at the hall are at the latter's own risk.
- (n) The Council will not hold itself responsible for any damage caused to the property and/or belongings of the Lessee and/or his/her guests nor will the Council hold itself responsible for any loss, to the Lessee and/or his/her guests.
- (o) The Lessee shall be held responsible for any damage caused by himself/herself or any of his/her guests to the hall, furniture, equipment and any other amenities. The cost of the repairs/replacement shall be borne by the Lessee and the deposit will be forfeited.
- (p) Should the Lessee or his/her representative claim an entrance fee/any other fee, he/she should apply for an occasional licence in respect of the public entertainment against payment of the existing rate for such licence. Prior approval of the Council will be required.
- (q) The hall will be made available to the lessee as from 10.00 hrs in the morning.
- (r) The Lessee shall, under no circumstances be considered a tenant either under the Landlord and Tenant Act or any other law in force in Mauritius but shall be considered to have been granted the use of the hall by the Council on a temporary basis for a specific function. Nor should the Lessee have the right to allow a third party to use the hall against any payment.
- (s) Whenever a Cyclone Warning Class III is announced, the Lessee and his/ her guests shall vacate the hall within the first quarter of an hour following such announcement and the hall will be closed immediately. In such event, no reimbursement whether partial or total, of the paid rental fee shall be claimed by the Lessee to the Council and the Council shall be harmless resulting from whatsoever prejudice encountered by the Lessee.
- (t) The Council may review or revoke any of the above conditions at any time as it may deem fit without having to give any advance notice to or obtain the prior consent of the Lessee.
- (u) A lease agreement shall be signed by the Lessee in acceptance to the terms and conditions of the lease.
- (v) All deposit and tariff fees and/or any other payments related to use of the hall shall be made to the Finance Section, District Council of Rivière du Rempart.

5. Fees Chargeable

The Following tariffs shall apply as from the 1st January 2023 for the use of the Petit Raffray Multipurpose Hall.

Fee applicable for weekend:

- (a) Fee per day (10 am to 10 pm): **Rs 25, 000**
(b) Tariff for 2 consecutive days: **Rs 45,000**
(c) Tariff for 3 consecutive days: **Rs 60,000**

Fee applicable for weekdays:

- (d) Fee per day (10 am to 10pm): **Rs 20,000**
(e) Tariff for 2 consecutive days: **Rs 35,000**
(f) Tariff for 3 consecutive days: **Rs 50,000**

Refundable Deposit fee as guarantee: Rs 7,000

The deposit shall be paid while booking the hall and the rental fee shall be paid one month prior to the date of function. Fees payable to policemen should be made before payment of fees.

6. Exemptions**Schedule 1****6.1 Use of hall from 10h00 to 22h00:**

| | | Deposit fee (Rs.) | Rental fee (Rs.) |
|-------|--|------------------------------|---|
| (i) | Organisations/Institutions organising activities in collaboration with the Council | N.A. | To be exempted subject to Council's approval. |
| (ii) | Village Councils | N.A. | To be exempted subject to Council's approval. |
| (iii) | Senior Citizens Associations/Clubs | 7,000.00 | Against payment of overtime as applicable. |
| (iv) | Charitable Institutions | 7,000.00 | |
| (v) | N.G.Os | 7,000.00 | Fees applicable as per Clause 5. |
| (vi) | Political Parties | 7,000.00 | To be exempted subject to Council's approval. |

6.2 Use of hail for a duration 4-6 hours:

| | | Deposit fee (Rs.) | Rental fee (Rs.) |
|--------|----------------------------|------------------------------|--|
| (vii) | N.G.Os | 7.000.00 | 15,000.00 |
| (viii) | Sports Clubs | 7,000.00 | 15,000.00 |
| (ix) | Centenarian (upon request) | 7,000.00 | To be exempted subject to Council's approval. |

Legend:

N.A.: Not applicable

subject to availability as per Calendar of Activities of the hall.

7. Refund of Deposit

- (a) No cancellation/postponement of function will be entertained unless in exceptional and unforeseen cases. The deposit of the Lessee will be forfeited if he/she fails to notify the Council of any cancellation or postponement of his/her booking **within a delay of at least three weeks before the function, except in cases of uncontrollable and extreme unforeseen circumstances, natural calamities and or Pandemic ..**
- (b) Refund of deposit will be effected **twenty one (21) days** following the function on presentation of the deposit **original receipt** unless clauses 4(o) and 4(t) apply.
- (c) The Council reserves the right to forfeit the deposit if the lessee fails to abide to the terms and conditions of the lease.

8. These regulations shall come into operation on 23 March 2024.

Made by the District Council of Rivière du Rempart on 21 December 2023.