



**MAJLIS BANDARAYA KUCHING SELATAN
PROPERTY MANAGEMENT SECTION**

TERMS AND CONDITIONS FOR USE OF MBKS AUDITORIUM

- 1) The full seating capacity of the auditorium is 460. For safety reason and to avoid overcrowding, please ensure that the number of admittance does not exceed this figure.
- 2) The rental and deposit must be paid within five (5) working days from the date of the bill. The use of the Auditorium for rehearsal or preparation works shall be charged accordingly at the prevailing rental. The deposit is refundable, subject to compliance of the conditions for the use of the Auditorium and subject to no damage to the Auditorium.
- 3) Due care must be observed by all participants as regards the use of facilities within the Auditorium, viz , Auditorium seat, stage curtains, stage chairs, sound system, etc, as well as the toilet facilities at the ground floor of the City Hall. Any damage to Council's property shall to be made good to the satisfaction of the Council.
- 4) Wordings or publicity of the function held in the auditorium shall not be affixed directly onto the rear wall of the stage curtain. A white panel will be provided for the purpose. The wordings shall be removed immediately following the close of the function. No nailing or pinning are allowed at any surfaces of the Auditorium.
- 5) Food, Drink or Smoking are not permitted within the Auditorium.
- 6) No littering within the Auditorium, within the City Hall or around the premises.
- 7) The Auditorium shall not be used for prayer meeting or any other form of religious worship. No burning of incense or joss sticks or lighting of candles or cooking is allowed within the Auditorium.
- 8) All paraphernalia-items of equipment or accessories used in conjunction with any approved function within the Auditorium must be removed at the conclusion of the function. In any case, these items shall not be left lying around within the premises of the City Hall exceeding 24 hours after the conclusion of the function. The Council reserves the right to dispose of any items left behind in any manner it thinks fit and no compensation shall be made for these items.
- 9) Banners or publicity of the function held in the Auditorium shall not be affixed unless written permission is obtained from the Council.
- 10) The auditorium shall not be used for holding demonstration or any form of protest assembly.
- 11) Hirers must strictly ensure that participants of the function held at the auditorium adhere to the following:-
 - a) No loitering at the lobby area, service counter and within the different floors of the premises;
 - b) Parking is strictly not allowed at the foyer; and
 - c) Vehicles must be parked at the car parks provided outside the foyer.
 - d) Movements from the foyer to the Auditorium must be made with minimal sound especially during office hours.
- 12) Usage of the lobby area for purpose of refreshment (preferably halal packed food), will be charged accordingly at the prevailing rate. The hirer is required to clean the surrounding area immediately after the event to the satisfaction of the Council.
- 13) Operators / teachers of kindergartens / schools who are using the Auditorium / Lobby area must ensure that the children / students are supervised and well behaved. Activities such as running around the lobby area, screaming and disturbing any items of the Council are strictly prohibited.
- 14) No damage shall be caused to any items of the Council's property. Any damage shall be made good at the hirer's expense.

- 15) The hirer shall obtain the necessary clearance or permits from the State Secretary's Office, Immigration Department Sarawak and any other relevant authorities if foreigners are participating in the activities (where applicable).
- 16) Where the activities of the hirer involves the provision of entertainment to the public the hirer is required to obtain the Entertainment Licenses from the Council.
- 17) No structures are to be built or constructed without written permission/ approval from the Council.
- 18) The air condition will only be switched on 15 minutes before the function.
- 19) The hirer shall fully indemnify the Council against **any claim, loss or damage that may be suffered or incurred by the Council** in consequence of any acts, omission neglect or default committed or attributable to the hirer or any of its / his employees workers, staff or agents.
- 20) The hirer shall also fully indemnify the Council against **any claim, suit , actions or demand made against the Council by any member of the public for any damage or injury caused to him or his property in consequence of or attributable to any act, omission, neglect or default by the hirer, his employees, workers, staff or agents**.
- 21) The Council may require the hirer to take out, at the hirer's own cost and expense, **the necessary public liability insurance policy** to insure himself and the Council against those risks stipulated under the above Clause. The Council shall be named as an insured party in such policy and the sum to be covered by such policy.
- 22) The Council reserves the right to cancel any bookings/use of the facility if the facility is required for any purposes of urgent maintenance or official function.
- 23) The organizer, including the Guest of Honor(s) and invited guest(s) are reminded that the event shall not contain any political name, reference, affiliation, representation, activity, speeches or political party logos, including on banners and any materials worn/bought to the event.
- 24) To acquire the necessary approval and permit from the police and/or from the relevant authorities **prior to the event**, wherever necessary.
- 25) To ensure proper crowd control during the event.
- 26) To make **PRIOR arrangement with Trienekens Sdn. Bhd.** for provision of rubbish collection after the event.