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registrations and elections, together with wedding receptions and birthdays etc.). BBRA is well-established and manages the community hall on behalf of the Municipality to the advantage of the community.

BBRA is a non-governmental organisation who leases the community hall to the local community but may, in terms of the lease agreement, sublet or make available the Property to prospective individuals and community organisations on a temporary basis, provided that a reasonable tariff be charged and that the sub-lease is in line with the main agreement.

The current lease agreement is for a period of 9 (NINE) years and 11 (ELEVEN) months and will expire on 30 September 2025.

No complaints were received from the community during the previous lease periods. It is only now, just before and during the public participation process in June 2025 as discussed below, that complaints have been received. The municipal account is paid up to date.

Evaluation

A. Administration of Immoveable Property Policy of the Overstrand Municipality

The following conditions of said policy apply:

Paragraph 4: “No application for the purchase, lease of or encroachment on immovable property (save for the instances mentioned in paragraphs 58 to 62 and 64.1 below) shall be processed unless the prescribed application fee as per tariff approved in the annual budget for that financial year has been paid, nor shall any proposed lease or encroachment (save for the instances mentioned in paragraphs 58 to 62 and 64.1 below) be advertised unless the applicant has confirmed, in writing, that he/she will bear all costs involved in such transaction including – but not limited to – legal, survey, re-zoning, sub-division, consolidations, advertisement, relocation or provision of services and, where applicable, a deposit as per prescribed rate to cover incidental costs has been paid.”

As the application for renewal was received before the expiry of the last agreement there is no need for a formal application form to be completed, and no application fee is payable.

Paragraph 17: “Taking into consideration the nature and duration of the lease to be entered into, the leasing of immovable property may be affected by means of either:

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- 17.1 a competitive process, which may include a closed or public tender or proposal call, specifically in circumstances listed in paragraph 18 below; or
17.2 a direct lease”.**

The Property Management Division will be recommending a direct lease on the reasons provided in the report.

Paragraph 18: “A competitive process must at all times be followed in circumstances where:

- 18.1 the lease is for a long term with an income value in excess of R10 million;
18.2 the lease is for a formal business premises with a market related rental;
18.3 more than one party, in discretion of the municipality, is interested in the lease of the subject property; and/or
18.4 by discretion of the municipality, a competitive process will best serve the interests of the community”.**

18.1 Although the proposed lease is for a long-term period the rental that will be received will not be more than R10 million. As the Applicant is a community organisation the current rental is set at a tariff for the lease of municipal property for registered Social Care Institutions/ Organisations/ NPO's/ PBO's/ Sport facilities/ Community Organisations, being R191.30 (ONE HUNDRED AND NINETY-ONE RAND AND THIRTY CENTS) (VAT excluded) per month, which rental will escalate annually in terms of the approved tariff in the financial budget of the Municipality.

18.2 As the Property is not classified as a business property and given the nature of the lease and the benefit to the community, as well as the fact that BBRA has been using the Property for many years it can be leased directly to BBRA without a competitive process. As the tariff will be applied, it will not be a market related rental amount payable. However, it must be mentioned that there is a misperception in the community that the Property may be used for other purposes than a community hall.

18.3 From the discussion later in this report it will be noted that there is one other party interested in leasing and managing the Property. This will be addressed in the report below with a motivation as to why a direct lease should still be considered.

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Paragraph 20.1: “The Municipality may grant a long term lease of municipal immovable property with an income value of less than R10 million only after:

- a) The Accounting Officer has approved the lease in principle;**
- b) In the case of a direct lease, the proposed lease was advertised in terms of paragraph 10.1 and 10.2 above to invite the local community and other interested parties to submit comments or representations; and**
- c) The Executive Mayor, as delegated authority, has approved that the right may be granted.”**

a) BBRA applied for the renewal of the lease agreement which was approved in principle by the Municipal Manager on 23 April 2025 for a period of 9 (NINE) years and 11 (ELEVEN) months, subject to a public participation process being followed and further subject to the approval by the Executive Mayor as delegated authority of the long-term lease.

b) The proposed lease was advertised in the Overstrand Herald on 13 June 2025 for a 30 (THIRTY) day comment/objection period, during which 4 (FOUR) public comments and 1 (ONE) application for the lease of the Property were received, and these will be discussed in more detail below.

c) The Executive Mayor’s approval is hereby sought for the long-term lease.

Paragraph 36: “All costs pertaining to a transaction, e.g. survey, advertisements, valuation, relocation or provision of services where necessary, shall be borne by the Lessee. The Municipality may, however, waive its right to claim all or any portion of the costs. Where necessary a deposit to cover the costs may be required.”

BBRA will be liable for the payment of all costs relating to the renewal of the lease agreement which in this case so far is only the advertisement costs.

Paragraph 47: “Subject to paragraph 46 above, immovable property let by the Municipality shall be inspected at least once a year by the Municipality to ensure compliance with the terms and conditions of the agreement of sale or lease.”

The Property will be inspected by the Property Management Division at least once a year.

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It is further confirmed that the other Conditions of Lease as stipulated in paragraph 36 – 50 of the said policy will be included in the lease agreement.

B. Advertisement/Notification

An advertisement for the lease of Erf 2416 Betty's Bay was published in the Overstrand Herald on 13 June 2025 for a 30 (THIRTY) day objection/comment period. The following objections/comments were received:

Application received:

Ms Paula Capell submitted an application (Annexure B) for the lease of the Property, before the closing date of the public participation process.

Ms Capell is interested in leasing the Property in her personal capacity to offer recreational activities such as yoga classes, art classes, pottery and bingo and she also wants to install padel courts. Ms Capell also wants to run a farmer's market on the Property.

Property Management's response:

If the renewal to BBRA is not supported, a competitive process (tender) will have to be followed for the lease of the Property. The Municipality can thus not enter into a direct lease with Ms Capell.

Padel courts will not be supported as it will have the effect that parking spaces will be lost. We cannot comment on the farmer's market at this stage as such a request must be circulated to internal departments for comment.

With regards to the yoga classes, art classes, pottery and bingo, the hall must be made available on a booking system basis, thus the end user will have to book the hall similar to how the Municipality makes its banquet hall available. As the lease of the hall must be for the community to use as community hall and book the hall for functions and events the above proposal is more exclusive and not completely in line with the purpose of the hall.

Comment 1 received: Mr Peter Berrisford

The first comment was received from Mr Peter Berrisford (Annexure C), who was a previous chairperson of BBRA. Mr Berrisford raised his concern regarding the management of the community hall, especially about the fees that the BBRA charges for the use of the hall. Mr

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Berrisford has, after closure of the public participation process, submitted more comments, which cannot be considered.

Mr Berrisford further expressed his unhappiness with regards to the chairperson of the BBRA denying the Hangklip Community Care Centre (“HCCC”) from further using the hall’s kitchen to prepare food for the community. Mr Berrisford feels that this service is needed and indicates that the chairperson’s behaviour is unacceptable and therefore feels that a new chairperson must be elected for the BBRA.

Mr Berrisford suggested the following for the renewal agreement:

1. *“Fees: Publish a schedule showing fees to be charged when the hall is being used by a third party? Get Municipal approval and post on the Notice board. (list the types of typical use for the premises?).*
2. *Sub-letting: Allow subletting providing this is approved by the Municipality and details of leases be approved by the Municipality. Copies to Municipality.*
3. *Management: Members of the Betty’s Bay ratepayers association shall manage the Hall in a co-operative way and preserve good relations both with the public and other users of the hall. The style must promote harmony.*
4. *Booking system: An appropriate booking system must be used so that any prospective user can be advised regarding availability and conditions attached to using the hall.*
5. *Annual financial reporting: The lessee shall submit an audited annual report within 90 (?) of the financial year of the Municipality.*
6. *Reporting: income and expenditure. Rental fees must be published each month with the Chairman’s report.*
7. *Annual meeting: between officials the Municipality and The Lessee once a year, the date to be before the AGM of the Ratepayers’ Organisation.”*

Mr Berrisford further had the following specific concerns:

- *“On regular occasions the Current chairman of the RPA, acts unilaterally or frequently, including fixing hire rates, conditions of hiring.*

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- *Other RPA committee members are not involved and a number of them have resigned in disgust.*
- *The general management of the hall is unsatisfactory yielding many complaints, many of which have been reported to the Municipality. Action should be taken, the complaints available on request and the Municipal response reported in writing.*
- *There has been no reporting of the financial performance of either the hall or the performance of the Lease.”*

BBRA'S Response (As pertaining to the above comments)

- *“A concern has been raised regarding the overall management of the hall, particularly the fees being charged.*

Answer:

- a. We charge R100 per hour for the use of the hall. In the case of HCCC we gave them a discount. This was determined by the previous BBRA committee, and we continued with this as it seemed to be fair and worked well.*
 - b. We charge R2500 for a function that would require setting up on a Friday, having the function on Saturday and cleaning up on Sunday. After an inspection of the hall on the Sunday by the portfolio principal for the Crassula Hall they will receive either R500 or R1000 back as their deposit depending on how the arrangement was made.*
 - c. The Crassula Hall is managed by a portfolio principal specifically to manage the affairs of the Crassula Hall. This includes ensuring the community has full access to the hall and its equipment through a roster of time slots.*
- *A few community members expressed unhappiness that the HCCC has been denied access to the hall's kitchen, which was previously used to prepare food for the community.*

Answer

- a. He again cannot produce these community members, and nobody made him their representative although this is the impression some people gave as they were misinformed and*

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badly advised by the HCCC. All they had to do was call me and I would tell them what was going on.

- b. The HCCC was not denied access to the kitchen. They were given access to the kitchen on a temporary basis to continue their food club duties. We bent over backwards to accommodate them for these few months. We even communicated with you to allow us to put their kitchen in until the end of August 25.*
 - c. This hall was never used by the HCCC in the past to prepare food. BBRA provided 150 meals, breakfast, lunch and supper from our kitchen during the fires. This was a community requirement and in support of the OM disaster management efforts.*
 - d. The kitchen is used during markets, weddings, funeral services, Overstrand Municipality open meetings with tea, coffee and biscuits, vaccination events, fundraising events, IEC voting, disaster management events etc.*
 - e. There was a time when we ran a soup kitchen for Mooiuitsig for a short period but decided this could be done from our kitchens at home and that is what we did.*
 - f. HCCC could still have access to our kitchen in the future at the going costs if required and if there is no other event scheduled. The OM has made it clear that HCCC may not have the Crassula Hall Kitchen for exclusive use and we support that.*
- *Concerns were raised about the association's financial management, specifically regarding transparency in the use of funds.*

Answer

- a. Our finances are managed by our treasurer using the latest professional accounting program and have every meticulous detail of every transaction well placed and available for audit. To make it more transparent than ever we have decided to put all our financial report onto our website as well although it is only the business of the BBRA we are happy to be as transparent as possible for all to see. You would have noticed this in the financial report we sent with this application. This stems from somebody assuming and then an accusation when*

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they asked for proof of a transaction. This was not to their satisfaction, and they spread a rumor that the treasurer was doing things incorrectly. This too is covered in our letter.

- b. *Our transparency policy is clear, and precise, anybody may look at our statements and reports but may not interfere with the life and time of our volunteer treasurer. They must be reasonable. I am in the process of downloading income and expenditure every month and will ask the portfolio principal for the website to make that available as well. This will eliminate all future troublemakers and hear say mongers.”*

Erasmus & Associates Inc (representing Mr Jackson, chairperson of the BBRA) – letter to Mr Berrisford in response to a letter Mr Berrisford wrote and had published in the Overstrand Herald

- *“Your claim that the BBRA is operating at a financial loss is demonstrably false. The BBRA remains in a sound financial position with a positive credit balance. Its financial affairs are managed professionally and transparently, with monthly management accounts prepared and annual financial statements made publicly available via the BBRA website.*
- *All expenses are properly accounted for, recorded, and subject to oversight.*
- *Your suggestion that decisions are taken unilaterally or that the Chairperson acts without consultation is false. BBRA committee members are volunteers; while not all are required to attend every general meeting, quorum requirements in terms of the Constitution are met. Meeting minutes are duly circulated and published on the BBRA website.*
- *Decisions are not made arbitrarily. Portfolio holders exercise independent discretion within their mandates, and our client does not interfere. All material decisions are communicated and discussed within the executive committee, fostering a collaborative environment.*
- *It must further be placed on record that Mr Jackson receives no compensation for his services to the BBRA.*
- *The BBRA decided to accommodate the Hangklip Community Care Centre (“HCCC”) at Crassula Hall at a time when the organisation*

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was down and out and in a state of desperation, following the non-renewal of its existing lease elsewhere.

- *The concession was extended in good faith and in the spirit of community support during a period of operational distress.*
- *Over time, it became apparent that the HCCC was making no effort to secure alternative facilities and showed no intention of vacating the kitchen, despite reminders that the arrangement was temporary and informal. Although the BBRA had permitted the HCCC to make use of the kitchen, this had the effect of excluding the broader community from access to the facility. This situation was no longer tenable. In keeping with its responsibilities under the lease with Overstrand Municipality, to ensure the kitchen and its equipment are available for use by all members of the community, the BBRA issued written notice to the HCCC to vacate the kitchen by 31 August 2025.*
- *Contrary to your assertion, our client does not personally manage hall rentals. That responsibility rests with the relevant portfolio holder. Mr Jackson only became directly involved in the HCCC matter due to the unprecedented nature of the demands being made. All such involvement was with the knowledge and approval of the BBRA committee and is fully documented. Should litigation be necessary, the BBRA will not hesitate to place this correspondence before the Court.”*

Property Management Division’s response:

- The Property Management Division did not receive any complaints regarding the use and management of Crassula Hall by the BBRA during previous lease periods. The first comments/complaints were only received just before and during the recent public participation process for the renewal. Mr. Berrisford alleges that multiple complaints were submitted to the Municipality; however, the Property Management Division, which manages the lease, has no record of such complaints.
- Regarding the HCCC it is confirmed that the exclusive use of the kitchen by HCCC, or any other organisation for that matter, cannot be supported as the kitchen must remain available for use by the community when they make a booking for the use of the community hall. This was communicated to the BBRA.
- Regarding the suggestions for the new lease agreement:

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- Fees: A condition can be included in the lease agreement stipulating that the fee structure for making use of the hall must be published on BBRA's website. The fee structure can also be discussed with the BBRA to ensure that the Property is accessible to everyone.
- Sub-letting: For the use of the hall no sub-lease agreements are required as people/organisations are only booking the hall to make use of it for a short period. There is currently 1 (ONE) sub-lease on the Property to the Kleinmond Jukskei Club, which sub-lease was approved by the Municipality. Sub-lease agreements are subject to the conditions contained in the lease agreement between BBRA and the Overstrand Municipality.
- Management: No complaints regarding the management of the hall was previously received. It was also recently decided that a Overstrand Councillor serve on the management committee in an oversight role for each of the community halls leased out by the Municipality. This has been communicated and will be incorporated in the lease agreement.
- Booking System: The BBRA has their system for bookings and a condition can be included in the lease agreement stipulating that the bookings must be made available to the Municipality upon request.
- Annual financial reporting: The financial statements are available on the BBRA's website, and a condition will be included in the lease agreement requiring the BBRA to submit annual audited financial statements to the Municipality. It is also confirmed that we have received the latest annual financial statements from the BBRA.
- Annual meeting: There is no need to schedule a meeting between the parties every year before the AGM of the BBRA. The BBRA, is however, welcome to request a meeting any time should there be issues that need to be discussed, there is no need to make annual meetings a condition of the lease agreement.
- Regarding the unilateral actions of the chairman, the minutes of the committee's meetings are available on their website indicating the various meetings held and issues discussed with the committee. The BBRA has various portfolio's where different members are appointed to head the individual portfolios, and the chairman does

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thus not have sole decision-making powers. A meeting will be scheduled between the chairman, the BBRA and the Municipality to discuss the major concerns and accusations, as per our undertaking to Mr. Berrisford.

Comment 2 received: Mr Jan Briers

- Mr Jan Briers submitted a comment (Annexure D) wherein he raised his concerns regarding the future development of the Property and that the activities on the Property, should it be further developed, could possibly spill over into the indigenous vegetation on the adjacent property, Erf 4030 Betty's Bay. Mr Briers claims that he submitted complaints to the BBRA with regards to the disturbing noise from the pickleball court and requested more information regarding the above from the Property Management Division.

Property Management's response to initial enquiry:

- Future developments: The property is 1,982m² in extent with buildings situated thereon. Any further developments on the Property will most probably have the effect that the parking requirements as set by the Scheme Regulations will not be met. The main purpose of the facility is that it must be used as a community hall as this is the purpose it was developed and used for since approximately 2005.
- Possible spilling over to Erf 4030 Betty's Bay: The BBRA submitted an application for the lease of Erf 4030 for, amongst others, parking and recreational activities. This application followed a public participation process and has not yet been finalised. The first report to the Executive Mayor can be found on the Municipality's website. Please note that at the time of writing this report no final approval has been given with regards to this lease.
- Noise from pickleball: We can address the concerns regarding the pickle ball in the report to the delegated authority and if needed, have the approval withdrawn.

Mr Briers response to the Property Management Division:

- *"Further developments on Erf 2416 did in fact happen in 2025 when a Pickleball court was constructed. The construction did substantially reduce the area available for parking at the site as well as may put extra pressure on the parking."*

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- *The above mentioned construction did further creep onto Erf 4030 as waste materials were dumped on Erf 4030. I know about the application by the BBRA to lease Erf 4030 and have commented on the application on behalf of the Betty's Bay Conservancy (BBC). Before commenting on the application I visited the site with the representative of the BBRA and read the application; however parking was not mentioned in the discussion or document as far as I can remember. I can send you a copy of the written comments submitted if requested.*
- *I am a neighbour to Erf 2416 in Crassula road and I have raised concerns regarding the Pickleball activity on the Erf to the BBRA and made suggestions to mitigate the nuisance. Past BBRA newsletter suggests that a number of rude complaints (possible via Facebook) were lodged regarding the Pickleball court. Furthermore, I asked specific questions to be able to provide informed comments or objects, but the matter was not responded to or any of the questions answered. I did receive an acknowledgement and later read in the BBRA newsletter that my complaints have been received and it was discussed with a number of people. I was not included or contacted in the discussions or know if the Overstrand Municipality was included or if the written concerns/complaint or the accompanying documentations were made available to those involved. To date, none of the specific questions asked were answered or suggestions implemented.*

I have subsequently found that the nuisance by the Pickleball is worsening and that it is even bothersome in my bedroom. I have walked over to ask the people playing to keep the noise down or to stop playing commenced after sunset and me relaxing and braaiing on my stoep.

I am not sure how to proceed with the matter of nuisance noise that spills over from this Pickleball court into the residential area as I believe it is unlawful according to the Western Cape Noise Control Regulations and EC Act 73 of 1989. I believe that the proposals made in my initial letter to the BBRA and input to the OM should be included as conditions and the lease agreement as the OM may become liable for unlawful actions by your tenant if you knew of them and did not prevent them from continuing.”

BBRA's response:

- *“I received this complaint at the onset of us presenting Pickleball to the community. It is a big success, and many people play Pickleball from our community and surrounding communities.*

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- *I approached the two residents that live directly opposite the hall/pickleball court to see if they were affected negatively in any way. Both said no it didn't bother them in the least. I then approached the municipality to assist me in determining if we were producing excessive noise from the activity of playing pickleball. Tamzen could not find any evidence of this at the time and concluded that the use was during the day, and the noise level was tolerable in all accounts.*
- *The by-law on excessive noise is in no way infringed. Jan Briers does not live opposite the hall, but in the next row of houses from the hall in line with many other residents to which none of them have the same sentiment as Jan Briers.*
- *Through, and with the Overstrand Municipality, the BBRA has sub leased a large portion of the property to the Jukskei Club, who also maintain the open space and the club building. The Betty's Bay Neighbourhood Watch garage is also maintained by the Watch at their own cost."*

Property Management's response:

- Prior to any developments taking place on the Property, an application needs to be lodged with our division requesting consent for the development. The request will then be forwarded to various internal departments including Town and Spatial Planning Division who will consider the parking requirements and comment thereon, which will be taken into consideration by the delegated authority when making his decision regarding the requested additional development.
- The application for the lease of Erf 4030 Betty's Bay is a separate application which followed a due process.
- The BBRA has indicated that Ms. Tamzyn Zweig, a former Environmental Officer, previously investigated the potential noise impact of the pickleball activities at the Property. According to the BBRA, her findings concluded that the activity did not contravene the Western Cape Noise Regulations. However, this could not be independently verified as Ms. Zweig is no longer employed by the Municipality.

It is therefore proposed that the continuation of pickleball activities be subject to a new noise impact assessment in terms of the Western Cape Noise Regulations, 2013. Should the assessment

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find that pickleball generates excessive noise, the court must be removed or otherwise modified with suitable sound-dampening material. Furthermore, the lease agreement will restrict the use of the pickleball court to daytime hours only, with no play permitted after sunset.

A further concern is that the pickleball court occupies space that was historically used for parking, thereby reducing the availability of parking for hall users. To address this, the lease of Erf 4030 Bettys Bay to the BBRA was approved, which area will make provision for additional parking. However, the approval is subject to the successful renewal of the lease of the current Property.

Comment 3 received: Mr Colin Cook (Annexure E)

- *“Whilst I understand the rationale for OM to lease community halls to the local ratepayers' associations, for the use of the local communities, with the present BBRA management and the present Crassula Hall management I would NOT recommend this. The hall is poorly managed. Additionally, it seems that there may be discrepancies in the usage rates that are charged, with the hall preferentially available to some users at lower rates, whilst other potential users are discouraged from using the hall with higher rates”.*

BBRA's response:

- See the above response regarding the management of the hall as well as the fees structure to Mr Berrisford comment which is also applicable here.

Property Management's response:

- The Property Management Division did not receive any complaints regarding the use and management of Crassula Hall by the BBRA during previous lease periods. The first comments were only received during the recent public participation process for the renewal of the lease. Should there be any discrepancies in the tariffs charged, such discrepancy must be reported to the Property Management Division. At this point, Mr Cook, who runs the Hangklip Community Care Centre (“HCCC”), has unfortunately not provided any proof to support the allegation of bad management.

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Comment 4 received: Ms Joy Rourke

- Ms Rourke's comments (Annexure F) are very similar to Mr Berrisford's comment and includes dissatisfaction with the management of the hall and that the BBRA does not maintain the hall up to standard. Ms Rourke also mentioned that the charges for the usage of the hall is extreme, and the chairperson is not transparent with regards to the spending of the funds. Ms Rourke is also not happy with the BBRA for refusing the HCCC to use the hall for food preparation for the community.
- Ms Rourke also provided the same suggestions as Mr Berrisford to be considered when the lease is approved for renewal.

BBRA's response:

- See the above response regarding the management of the hall, the fee structure, the HCCC and booking system to Mr Berrisford's comment which is also applicable here.
- *"The BBRA is not aware of any complaints in this regard (maintenance). In fact, the BBRA went into an unofficial agreement with the municipality to assist the municipality by taking on all the maintenance of the hall out of the coffers of the BBRA as the previous maintenance plan and contractor was not living up to our standard of work. Every year the roof leaked and every year the municipality sent the same guy out with his team to do maintenance. And every year the roof leaked again apart from other things. The BBRA started maintaining the hall and now we have no leaks, the hall has been painted inside and out. The roof does not leak and looks new. We do the plumbing maintenance and electrical maintenance as well out of our pocket.*
- *We have installed a sliding door at the front stoop to prevent water and sand from being blown into the hall.*
- *The municipal fridge became unserviceable, and we purchased a fridge to replace the broken municipal fridge with no cost to the municipality.*
- *May I take this opportunity to thank the municipality for providing us with the roof paint every year. This contribution is much appreciated as well as servicing our fire extinguishers."*

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Property Management's response:

- Regarding the management of the hall, the fee structure, the HCCC and the booking system the comment is the same as to Mr Berrisford's comments. As to the HCCC, they sent an email to the Municipality where they would prefer to be accommodated rent free at the Property. This was responded to with reasons why the Property cannot be made available to them rent free.
- The maintenance of buildings leased out by the Municipality is the responsibility and for the cost of the lessee. With non-profit and similar organisations, the Municipality do sometimes assist with the maintenance if a request is submitted to the Municipality and if there are available funds therefor. The Municipality also insures it's buildings and certain repairs resort under the insurance.

Conclusion

In light of the above discussion, the fact that there was no proof available for most of the concerns raised and further that there is a solution by means of conditions in the lease agreement to address the other concerns, it is proposed that the lease of the Property to the BBRA be approved for a period of 9 (NINE) years and 11 (ELEVEN) months at a rental amount of R191.30 (ONE HUNDRED AND NINETY-ONE RAND AND THIRTY CENTS) (VAT excluded) per month.

7. Financial Implications

The Municipality stands to gain rental in the amount of R191.30 (ONE HUNDRED AND NINETY-ONE RAND AND THIRTY CENTS) (VAT excluded) per month for the 2025/2026 financial year, such rental to escalate every year on the 1st of July in accordance with the tariffs stipulated in the Annual Budget as approved by Council

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

Senior Town Planner: Ms H van der Stoep

"In order, No Objection."

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Building Control Officer: Mr. G Coetzee

“Building Control has no objection.”

Divisional Manager: Expenditure, Fleet & Assets Management: Mr J Vorster

“As this is a revenue generating project, with no intention to dispose of the asset, there is no objection to the report.”

10. Annexures

Annexures A1 & A2	:	Locality maps
Annexure B	:	Application received from Ms Paula Capell
Annexure C1 – C4	:	Comments from Mr Peter Berrisford
Annexure D	:	Comments from Mr Jan Briers
Annexure E	:	Comments from Mr Colin Cook
Annexure F1 & F2	:	Comments from Ms Joy Rourke

RECOMMENDATION:

1. that the lease of municipal property, being Erf 2416 Betty’s Bay (1,928m² in extent), to the Betty’s Bay Ratepayers Association for managing a community hall for community, recreational and related purposes, at a rental amount of R191.30 (ONE HUNDRED AND NINETY-ONE RAND AND THIRTY CENTS) (VAT excluded) per month for a period of 9 (NINE) years and 11 (ELEVEN) months, , in terms of the Administration of Immovable Property Policy of the Overstrand Municipality, **be approved**;
2. that the rental amount mentioned in 1 above escalate every year on the 1st of July in accordance with the annual tariff list, the next escalation to be on 1 July 2026; and
3. that the following conditions be included in the lease agreement:
 - a) the Lessee shall publish and maintain their fee structure on the Lessee’s official website.
 - b) the Lessee shall implement and maintain an appropriate booking system for the Property, which shall be readily accessible to the Lessee for the purpose of providing accurate information to any prospective user regarding the Hall’s availability and the conditions applicable to its use. The booking system must be kept up to date at all times to ensure accurate scheduling and to avoid double bookings or conflicting arrangement and must be made available to the Lessor upon request therefor.

**AGENDA of the
Portfolio Committee : Planning and Development
21 October 2025
(Also the agenda for the Mayoral Committee Meeting : 28 October 2025)**

- c) the Lessee shall annually submit to the Lessor audited financial statements which must contain a complete inventory of all the stock of the hall.
- d) the continued use of the pickleball court be subject to:
 - i) a noise impact assessment being done and should it be found that the noise contravenes the Western Cape Noise Regulations the pickleball court must be enclosed or otherwise modified with suitable sound-dampening material; and
 - ii) the use thereof will be limited to daytime hours only, with no play permitted after sunset.

RESPONSIBLE OFFICIAL :	M ERASMUS
TARGET DATE FOR IMPLEMENTATION :	14 NOVEMBER 2025
TARGET DATE TO INFORM APPLICANT :	14 NOVEMBER 2025
TARGET DATE TO INFORM OBJECTOR :	N/A

**AGENDA of the
Portfolio Committee : Planning & Development
16 September 2025
(Also the Agenda for the Mayoral Committee Meeting : 23 September 2025)**

2.

**ERF 2416 BETTY'S BAY: RENEWAL OF LEASE OF MUNICIPAL PROPERTY TO
BETTY'S BAY RATEPAYERS' ASSOCIATION**

**A Le Roux
6 August 2025**

Divisional Manager: Property Management

(028) 316 5623

**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON
21 OCTOBER 2025, WHICH COMMITTEE SUPPORTED THE RECOMMENDATION**

RESPONSIBLE OFFICIAL :

M ERASMUS

TARGET DATE FOR IMPLEMENTATION :

14 NOVEMBER 2025

TARGET DATE TO INFORM APPLICANT :

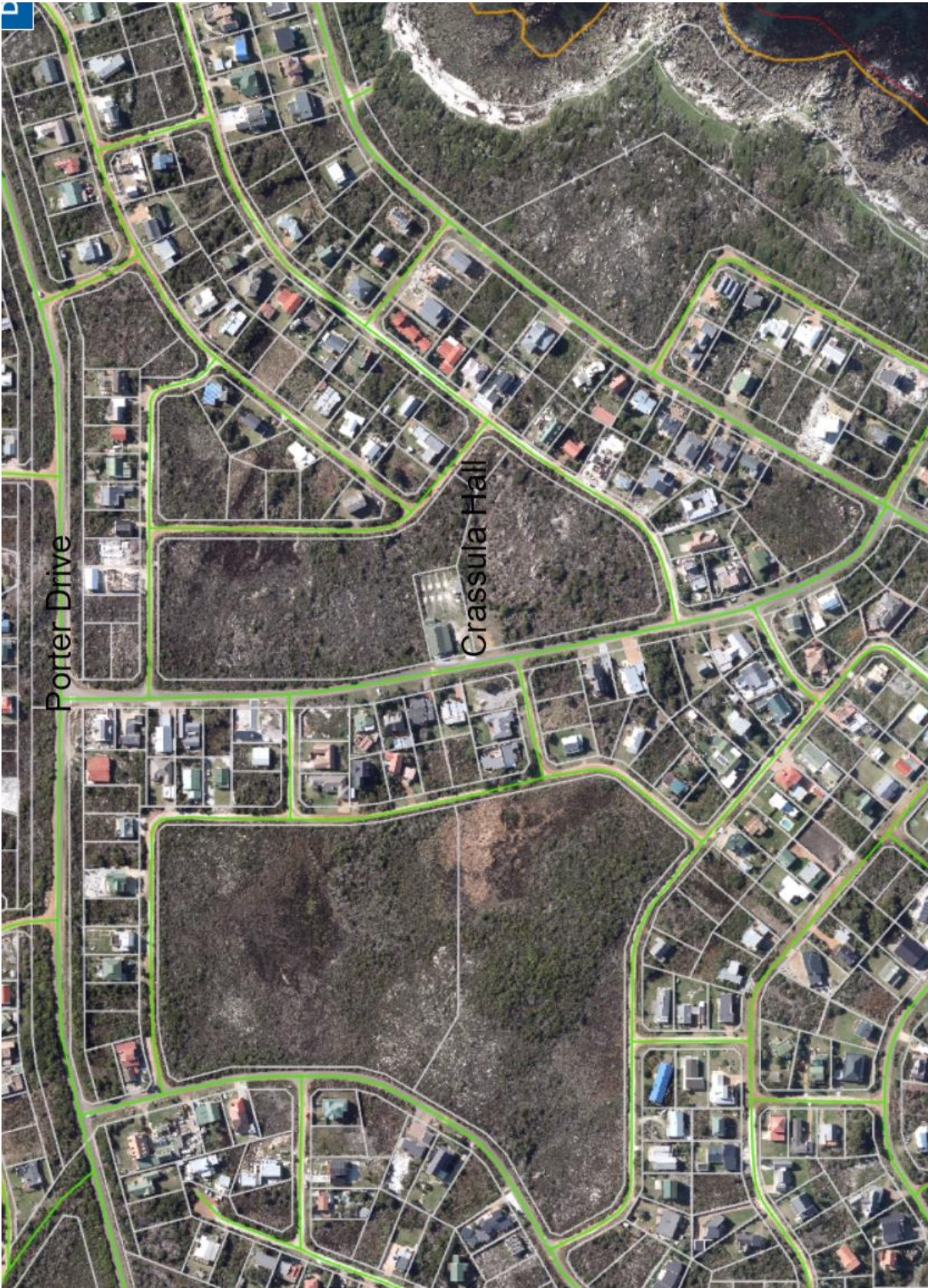
14 NOVEMBER 2025

TARGET DATE TO INFORM OBJECTOR :

N/A

ANNEXURE A





ANNEXURE B – APPLICATION FROM MS PAULA CAPELL

-----Original Message-----

From: Paula Capell <paula@kmconnect.co.za>

Sent: Wednesday, 18 June 2025 06:17

To: Anja le Roux <anjaleroux@overstrand.gov.za>

Subject: Re: Lease for Community Hall, Betty's Bay

Gooday Anja,

I would love to sign a lease for the community hall but have some questions regarding what I can do there.

Is it possible to build a padel court there or is it an as is building that needs to be utilized for community work only.

I also am looking at starting a farmers market. Is this possible there?

Can we use it for sports such as yoga? Art classes? Pottery? Bingo?

What is the community centre used for now?

I have never required about anything like this before therefore all the questions.

Thank you for your patience.

Kind regards

Paula Capell

ANNEXURE C1– COMMENTS FROM MR PETER BERRISFORD

From: Peter Berrisford <peterb5424@gmail.com>
Sent: Thursday, 26 June 2025 15:42
Subject: Renewal of Lease- Betty's Bay Municipal Hall Betty's BAY

You have called for comments and suggestions

My remarks relate to the paragraphs in the existing lease where applicable

Paragraph Number

18.1 Include after Organisations particularly "**Of a philanthropic purpose**" (so that organisations that provide services such providing affordable, subsidized meals for needy , residents, can use the hall) (maybe add the term "social services?" This is in any case in the Constitution of the RPA

26 Keep the lease at a **low** level as at present so that any worthy organization will be able to use the Hall for instance , Charitable purposes.

Comments

Fees Publish a schedule showing fees to be charged when the hall is being used by a third party? Get Municipal approval and post on the Notice board. (list the types of typical use for the premises ?)

Sub-letting. Allow subletting providing this is approved by the Municipality and details of leases be approved by the Municipality. Copies to Municipality

Management Members of the Betty's Bay ratepayers association shall manage the Hall in a co-operative way and preserve good relations both with the public and other users of the hall. The style must promote harmony.

Booking System An appropriate booking system must be used so that any prospective user can be advised regarding availability and conditions attached to using the hall.

ANNEXURE C2

Annual financial report The lessee shall submit an audited annual report within 90 (?) of the financial year of the Municipality.

Reporting income and expenditure. Rental fees must be published each month with the Chairman's report

An **annual meeting** between officials the Municipality and The Lessee once a year, the date to be before the AGM of the Ratepayers' Organisation

On regular occasions the Current chairman of the RPA , acts unilaterally or frequently, including fixing hire rates, conditions of hiring.

Other RPA committee members are not involved and a number of them have resigned in disgust

The general management of the hall is unsatisfactory yielding many complaints, many of which have been reported to the Municipality. Action should be taken, the complaints available on request and the Municipal response reported in writing

There has been no reporting of the financial performance of either the hall or the performance of the Lease.

The lessee should keep a minimum amount of current financial performance, figures including cash balances and any unusual expenditure .

You have received numerous complaints which will help you form a general opinion I was a previous chairman of the RPA and uncovered 3 instances of bad behaviour. (Conflict of interest by the then Mayor, He was an estate agent promoting the sale of property in the Kleinmond area and received a huge sum of cash without declaring his interest . And Council tried to implement a resolution to sell a prime piece of vacant land for 1 Rand to a designated church.)

So there remain questions regarding unknown events. The importance of questionable activities must be checked.

What happened to money raised by sub-letting ?

What accounts in the name of the RPA exist?

Who has signing powers?

Who approves purchases? Two (?) committee members? Who are they?

Community members sometimes require /ask for information, particularly because the chairman acts independently.

Who keeps minutes? Where?

A series of questions must be answered by the Chairman and/or committee members.

I'm sure there are other questions that should be asked-when you have a dictatorial Chairman.

Committee members and many in the community have questions.

In due course publish the lease for comment.

Full set of reporting requirements in terms of the lease. Banking ?

Generally consider tightening of Municipal control including decisions to spend money?

Disqualify committee members who do not comply with a set of duties/requirements in terms of the lease?

One does not want to have conditions that are too onerous-remembering that committee members are volunteers

Peter Berrisford

Please acknowledge- I want to be sure you have it

?

ANNEXURE C4

From: Peter Berrisford <peterb5424@gmail.com>
Sent: Sunday, 29 June 2025 11:12
To: Rovaida October
Cc: Anja le Roux; Dr Dean O'Neill
Subject: The Lease of the Hall

I want to add the following:

Mr Wayne Jackson is not entitled sign a new lease application because as Chaiman of the Betty's Bay Ratepayers' Association he does not comply with the Constitution!
He acts unilaterally continuously: An example is kicking the Hangklip Community Centre out of the hall without consulting anyone else. This had the effect that the HCCCC now pays R20000pm more for 3 mornings a week where volunteers prepare subsidized meals for the needy. I bet he does not keep minutes for decisions as required. In terms of that constitution "philanthropic organisations" must be sup. The HCCCC is an example of a philanthropic organization.

In fact please download the BBRP Assn constitution. If you check other complaints you will find numerous complaints where Jackson illegally does not comply with the constitution .
Has he bought anything for use by the RPA ? Have these decisions been minuted?
Or discussed with another eg committee member.

He has to obey the constitution in order to act for the RPA Association. He must provide convincing proof that he is entitled tom act on behalf of the RPA

You hardly need any other reason to refuse to consider any correspondence or contact be Mr Jackson.

Its an open and shut case

Peter Berrisford

ANNEXURE D – COMMENTS FROM MR JAN BRIERS

From: Jan Briers <janbecol@gmail.com>
Sent: Sunday, 22 June 2025 20:07
To: Anja le Roux
Cc: Rovaida October
Subject: Re: FW: LEASE OF MUNICIPAL PROPERTY: ERF 2416 BETTY'S BAY
Attachments: Concerns raised and Questions raised and Proposals - Pickleball-11.docx

Good day Ms le Roux

Thanks for your prompt response to my email date 19 June 2025 as it allowed me to make further input.

Please find my response below as well as the previous concerns raised and suggestions made regarding the development on Erf 2416.

1. Further **developments on Erf 2416 did in fact happen** in 2025 when a Pickleball court was constructed. The construction did substantially reduce the area available for parking at the site as well as may put extra pressure on the parking.
2. The above mentioned construction did **further creep onto Erf 4030** as waste materials were dumped on Erf 4030. I know about the application by the BBRA to lease Erf 4030 and have commented on the application on behalf of the Betty's Bay Conservancy (BBC). Before commenting on the application I visited the site with the representative of the BBRA and read the application; however **parking** was not mentioned in the discussion or document as far as I can remember. I can send you a copy of the written comments submitted if requested.
3. I am a neighbour to Erf 2416 in Crassula road and **I have raised concerns regarding the Pickleball** activity on the Erf to the BBRA and made suggestions to mitigate the nuisance. Past BBRA newsletter suggests that a number of rude complaints (possible via Facebook) were lodged regarding the Pickleball court. Furthermore, I asked specific questions to be able to provide informed comments or objects, but the matter was not responded to or any of the questions answered. I did receive an acknowledgement and later read in the BBRA newsletter that **my** complaints have been received and it was discussed with a number of people. I was not included or contacted in the discussions or know if the Overstrand Municipality was included or if the written concerns/complaint or the accompanying documentations were made available to those involved. To date, none of the specific questions asked were answered or suggestions implemented. **Please find the attached wording of the concerns raised and questions raised and proposals Attached.**

I have subsequently found that the nuisance by the Pickleball is worsening and that it is even bothersome in my bedroom. I have walked over to ask the people playing to keep the noise down or to stop playing commenced after sunset and me relaxing and braaing on my stoep.

I am not sure how to proceed with the matter of nuisance noise that spills over from this Pickleball court into the residential area as I believe it is unlawful according to the Western Cape Noise Control Regulations and EC Act 73 of 1989. I believe that the proposals made in my initial letter to the BBRA and input to the OM should be included as conditions and the lease agreement as the OM may become liable for unlawful actions by your tenant if you knew of them and did not prevent them from continuing.

Kind regards

JH Briers

ANNEXURE E – COMMENTS FROM MR COLIN COOK

From: Colin & Myrna Cook <myrna.colin@gmail.com>
Sent: Thursday, 19 June 2025 15:54
To: Rovaida October
Cc: Anja le Roux
Subject: OM Lease renewal - Erf 2416 Betty's Bay - Crassula Community Hall

Dear Ms October

Thank you for the opportunity to comment on the planned lease renewal with the Betty's Bay Ratepayers' Association (BBRA) for the Crassula Community Hall.

Whilst I understand the rationale for OM to lease community halls to the local ratepayers' associations, for the use of the local communities, with the present BBRA management and the present Crassula Hall management I would **NOT** recommend this. The hall is poorly managed. Additionally, it seems that there may be discrepancies in the usage rates that are charged, with the hall preferentially available to some users at lower rates, whilst other potential users are discouraged from using the hall with higher rates.


Before renewing the lease, OM might consider undertaking a careful investigation of the hall management and of the BBRA finances.

Alternatively, might OM consider taking over the management of the hall instead of renewing the lease with the BBRA? This should ensure reasonable management of the hall, as well as a more equitable availability of the hall for use by the local community.

Thank you for OM's consideration of this.

Yours sincerely

Colin Cook
Betty's Bay resident

 Virus-free www.avast.com

ANNEXURE F 1 – COMMENTS FROM MS JOY ROURKE

From: Joy Rourke <joyrourke@gmail.com>
Sent: Wednesday, 02 July 2025 05:12
To: Rovaida October
Cc: Dr Dean O'Neill; Anja le Roux; Colin Cook
Subject: comments re lease renewal of Crassula Hall
Attachments: Plans for BBRA and HCCC.docx

Dear Ms October,

In response to your invitation to comment ahead of your consideration of the renewal of the lease of Crassula hall to the BBRA due in September 2025, as a concerned resident of Betty's Bay I wish to offer the following:

Regarding Crassula Hall Management

The experience of dealing with the management of Crassula Hall by the BBRA in recent years has become consistently difficult, increasingly unhappy and in my opinion no longer tenable.

From my own experience and reports of many others there are various contributing reasons for this:

- Attitude of management – frequently antagonistic, rude, inconsistent, unpredictable, and at times frankly irrational. Seldom helpful or co-operative. Eroding of trust.
- Failure of management to take due responsibility- e.g. for plumbing (external pipe) issues for which tenants have been illogically called to account. Or refusing to assist with faulty security remote devices. Lights left on and taps left running overnight (following weekend usage).
- Lack of transparency or consistency in the charges levelled for the hall usage. (No financial accounts from the BBRA are made available beyond the annual reports, and no reference is provided in monthly records.) Residents would like to know exactly how the money raised from hall usage is spent.
- Very little concern demonstrated for the welfare and good of our community. This was very apparent in the BBRA dealings with HCCC, but is also true of other community welfare initiatives. One gains the impression that the BBRA regards the hall as its personal property, a facility purely to serve its own financial ends.

Note: All of the above are in sharp contrast with the attitude of the PBRA and RERA who have always been pleasant and straight-forward in their dealings and management of amenities and consistently supportive of welfare NPOs such as HCCC.

Regarding BBRA Management

From the experience of HCCC and others there would appear to be some serious problems in the running of BBRA, of which I expect you are already well aware. These have led to a series of resignations within its committee who have found the situation unworkable. While I readily acknowledge the hard work and many achievements of the BBRA and its chairman, the obvious dysfunction in its executive management is very worrying.

The case of Wayne Jackson's ultimatum notice to HCCC on 1 May (which I shall attach here for your record) serves to illustrate. The following pertain:

ANNEXURE F2

- The notice sent by Wayne to HCCC excluded the HCCC chairman, Colin Cook – (Wayne has from the outset avoided direct engagement with Colin or the HCCC executive.)
- Members of the BBRA committee were completely unaware of this May 1st notice of termination and would appear to be appalled. There had been no prior BBRA committee discussion of this and no minutes were forthcoming (as requested by several) to verify the decision to oust HCCC. This represents a prime example of unilateral executive decision-making.
- The letter from Wayne refers to “refurbishing the kitchen for our exclusive use”. I would have thought that the exclusivity of the kitchen for BBRA use would contravene the intent of the OM in granting the lease?
- Wayne here appears to assume that the lease will be renewed from 1 September and that BBRA plans for refurbishing the kitchen will then go ahead. I wonder if these plans have even been discussed by the BBRA committee and put to the OM? Is the lease renewal viewed by Wayne as a “done deal”? Or is this also a unilateral assumption and plan?
- The approach by HCCC to use the kitchen of Crassula Hall was never intended to be permanent, as was made clear at the outset by its committee. Rather as an interim provision until a more suitable permanent solution could be found. It took several months of persuasion for Wayne to agree (only at the last minute) to this interim arrangement, without which the core HCCC activity of feeding the hungry- (and there are many local families in dire need living below the bread line) -would have been forced to discontinue.
- We have been informed that the Crassula Hall kitchen should not function as a soup kitchen. Yet in recent months the BBRA also initiated a separate soup kitchen operating from this kitchen. Is this not inconsistent?

The premature move from Crassula Hall for HCCC has been extremely costly in financial terms, drawing on funds which would have better been spent upon meeting various needs of the more vulnerable in our community, and exacerbating its requirement for fund-raising. The damage has been done and cannot now be reversed.

What matters now in looking forward is to repair what has become an almost toxic relationship between the community and the BBRA executive, which would appear to act both autocratically and without accountability.

Recommendations going forward:

In consideration of the lease renewal I wish to propose the following:

- Crassula Hall fees become fully transparent, consistent and publicized.
- A subletting policy should prioritise the use of the hall for welfare non-profit purposes at discounted affordable rates. (e.g. for groups such as fire-fighters, sea rescuers, HCCC and health promoting or educational activities.)
- A transparent booking system to be established, including conditions of subletting, ideally with oversight by the OM.
- Monthly statements of BBRA income and expenditure to be made available for scrutiny by any interested BB ratepayers.
- A reset in the management of Crassula Hall. (Never a good idea to have a chairperson’s spouse appointed as manager!)
- Maintenance of Crassula Hall to be the responsibility of the lessee, not sub-tenants of BBRA. (Might the lessee consider appointing a competent paid manager??)
- Kitchen must be made available to all- not the BBRA exclusively.
- If BBRA cannot rapidly correct the autocratic dictatorial manner in which its executive operates, then I would suggest OM rather consider terminating the lease and take over the management of the hall.

Thank you for considering my comments in your evaluation of the lease renewal due in September. Please understand that my negative report regarding the current BBRA management of Crassula Hall is aimed towards future damage control and restoring a good harmonious relationship with all parties involved in its future lease arrangement for the benefit of our community, especially the vulnerable.

With kind regards,

Joy Rourke

(Betty’s Bay resident)