

ANNEXURES

PART 3

COUNCIL MEETING

30 JANUARY 2024



SWELLENDAM MUNICIPALITY

**ASSESSMENT, REPAIR, UPGRADING OF
HEADQUARTERS BUILDING
STAGE 1: PROJECT INITIATION AND BRIEF:
INSURANCE ASSESSMENT**

35069.04 – STRUCTURAL – REP-001 Rev 1

**STRUCTURAL CONDITION ASSESSMENT REPORT:
FIRE DAMAGE TO MUNICIPAL HEADQUARTERS BUILDING**

DECEMBER 2023

PREPARED FOR:



**STELLENBOSCH MUNICIPALITY
49 VOORTREK STREET
P.O. BOX 20
SWELLENDAM
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PREPARED BY:

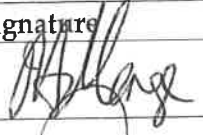


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ISSUE & REVISION RECORD

QUALITY APPROVAL:

	Capacity	Name	Signature	Date
Structural Engineer	Project Engineer	Johan de Lange		12 December 2023
Approved by Design Centre Leader	Director	Leon Pienaar		12 December 2023

This report has been prepared in accordance with BVi Consulting Engineers Quality Management System. BVi Consulting Engineers is ISO 9001: 2008 registered and certified by NQA Africa.



REVISION RECORD:

Revision Number	Objective	Change	Date
1	Comments received	Amended report	12/12/2023

CLIENT APPROVAL:

I hereby confirm that the design principles as described in this report, is in accordance with the Clients requirements.

Name

Date

Signature



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EXECUTIVE SUMMARY

Rioters caused the fire damage at the building in August 2023. They focused on the offices related to accounts departments. The documents in the accounts departments fuelled the fires, which lasted at least 90 minutes. The fire damage spread to adjacent areas, via the ceiling voids, and impacted on adjacent parts of the structures, to a varying degree.

Exposure to elevated temperatures in a fire can cause thermally enhanced oxidation of the steel (structural steel and reinforcing bars in concrete) and carbonation which results in breakdown of quality of concrete cover of the rebar in the concrete frame. This carbonation results in a reduction in alkalinity, or protective coating, which promotes corrosion of the rebar. That is why the steel roof sheeting, steel trusses and exposed rebar in the concrete frame, are now visibly rusting on site. Treating of fire damaged concrete, against this corrosion, requires specialist products applied by approved applicators at significant costs.

The fire severely damaged about 70% of the brickwork and steel roof structure and roof covering, around the points of origin and there was direct heat exposure to +/-70% of the beams and 10% of the external columns, in the main area of the building. The rest of the main building has severe smoke damage, mainly at head height level and above. The adjacent areas only have extensive smoke and water damage.

Restoration of a fire damaged building, is a dangerous, complex, costly and time consuming undertaking, compared to the alternative of compartmental/full demolition and rebuilding of the fire affected parts of a structure.

Smoke damage in the ceiling voids, through much of the rest of the building is extensive and it also coated the top of the walls. The smoke residue will be trapped in any crevices, that are inaccessible during the cleaning process. The smell of smoke will be difficult to remove 100% from the salvaged building areas. The smell of smoke in the refurbished buildings, may be noticeable, when humidity levels are higher, especially during the wet winter months. Improved ventilation in the salvaged building, will help mitigate the smell of smoke in the future. Best solution would be to replace all the smoke damaged sheets as well, as the labour costs to do cleaning and treating of existing sheets will be high.

There are no detail structural drawings of the building available, so a renovation of the structure will be very complicated, without these detail drawings. A partial demolition was considered, but that is dangerous and costly works, and most likely will cause damage to the connected undamaged elements, like the external columns. Demolition and rebuild of the severely damaged main section of the building, is the best long term solution.

The structure where the fire damage occurred in general, is condemned and should be demolished and rebuilt.

1 INTRODUCTION

1.1 CLIENT BRIEF

BVi Consulting Engineers Western Cape Pty (Ltd) was appointed by Swellendam Municipality to do a structural condition assessment of the existing structures that was exposed to fire damage due to protest action, in August 2023.

1.2 PURPOSE AND DESCRIPTION OF REPORT

The investigation is a requirement for an insurance claim to determine which part of the buildings that was not severely damaged by the fires and that can be salvaged, for future rebuilding of the structures.

A site inspection was done on the 23rd and 24th of November 2023.

1.3 LOCATION OF 2 BUILDINGS THAT WAS DAMAGED BY FIRE

Below is an aerial photo of the town of Swellendam, with the Municipal buildings that was fire damaged, indicated with red circles. See BVi report 35069.04 – Structural – REP 002 for the THUSONG Community Centre fire damage report.



Photo 1.3.1: Location of 2 buildings in Swellendam, that was fire damaged, due to protest action.



Photo 1.3.2: Municipal head office building location in the centre of town

1.4 INFORMATION PROVIDED

No detail structural drawings were provided by the client.

The client provided a Fire escape layout plan of the building, with the names of the staff members who used the different offices. These names will be used to reference the various rooms noted in **Appendix A** (Emergency evacuation plan) & **Appendix B** (site photos)

Below is a diagram that indicates the basic structural layout of the concrete frame and steelwork that support the purlins and roof sheeting, based on the site photos taken during the site investigation.

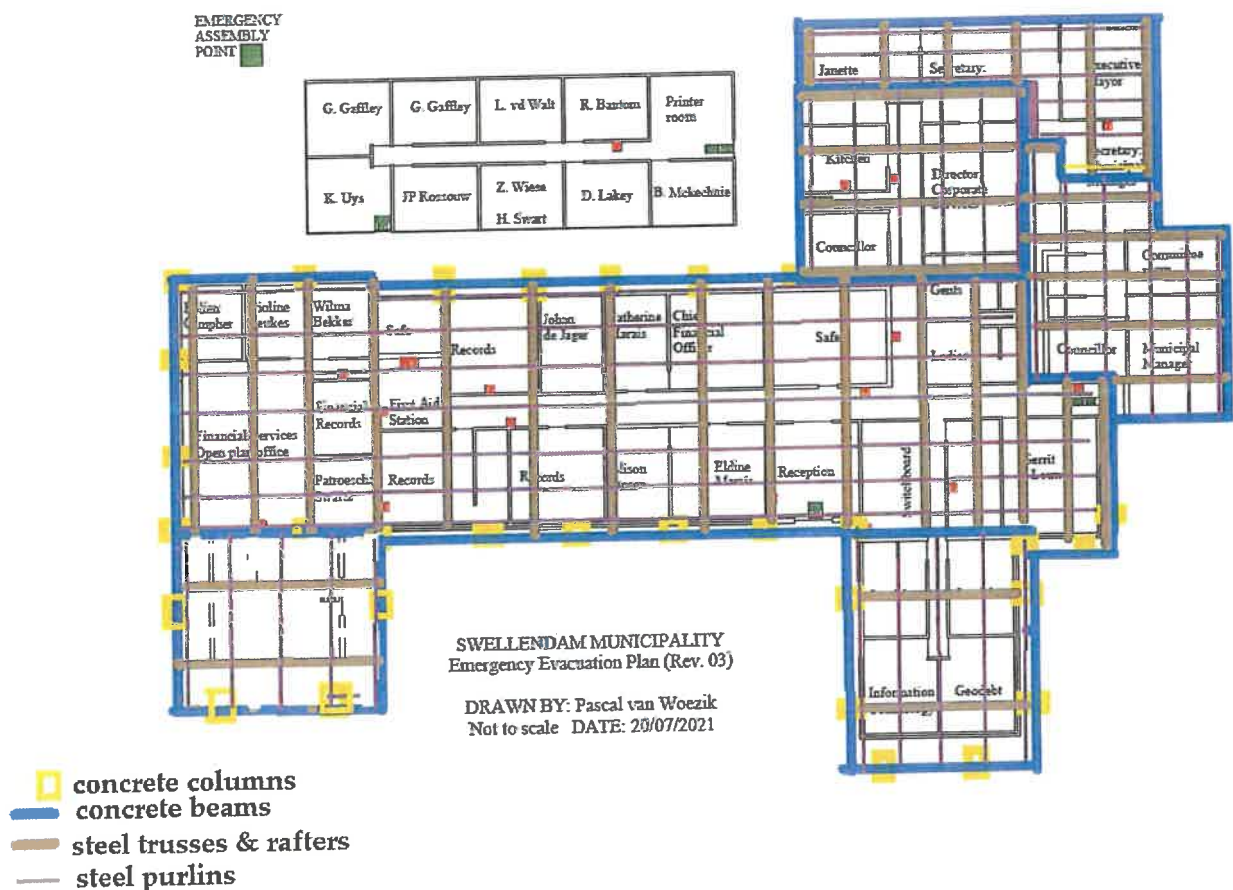
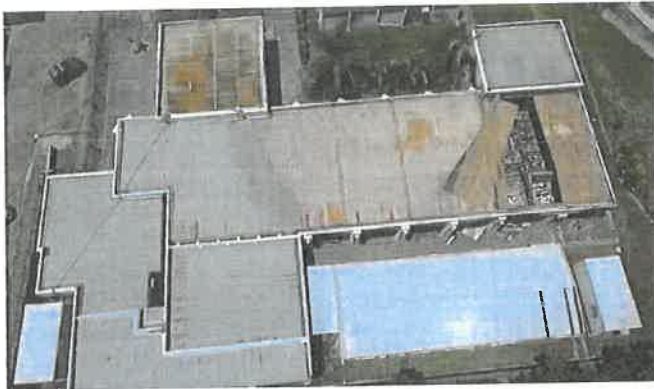


Figure 1.1 Structural steel and concrete elements indicatively indicated on emergency escape plan.

2 SCOPE OF WORKS

The investigation is visual assessment only of the fire-damaged structure and no structural tests were performed on the damaged concrete, brickwork or steel.

Below are some general site photos, to give a general overview of the building envelope and some of the most extreme fire damage of the building. (Drone photos supplied by Claims adjustor)



*Photo 2.1: Aerial view of Municipal Headquarters building, with roof structure with visible damage
Photo 2.2 close up view from above at severely damaged area.*



Photo 2.3: Side elevation of building with fire damage visible on the concrete frame.



Photo 2.4-2.7: Various elevations of the building with fire damage on the external concrete frame.

3 STRUCTURAL OBSERVATIONS

Below are the site photo's showing the areas where the fires started, and the fires spread to the rest of the building from these areas.



Photo 3.1 & 3.2: Geodebt offices and Financial services offices had the most intense fire damage, due to many documents stored in the building that fuelled the fire. Large open windows allowed some of the heat to escape out of the building and that is why the roof structure did not collapse, even though the fire was very intense.



*Photo 3.3: Example of typical brick wall with large visible cracks marked with an X, to be demolished.
Photo 3.4 & 3.5: Brick wall nibs around timber window frames have lots of heat damage in the cavities that are not so obvious, from a visual assessment only.*



Photo 3.6 & 3.7: Concrete beam on façade with localized visible spalling damage, and cracks in concrete façade beam. Note the visible corrosion that is related to the heat damage that will also start forming at the rest of the rebar in the heat-damaged concrete, where oxygen can reach the rebar.



Photo 3.8: Internal concrete beam, with spalling of the concrete and exposed rebar with visible corrosion. The concrete cover on these concrete beams seems to have deteriorated, due to the heat of the fire damage.



Photo 3.9 & 3.10: Central passage with extensive fire damage visible. Note the filing cabinets in the offices that had lots of documents, that fuelled the fire to be more intense in those areas.



Photo 3.11 & 3.12: Sliding gates on the perimeter fence is damaged, from the riots. Windows were also damaged on the adjacent buildings, during the riots.

4 SUMMARY OF OBSERVATIONS AND FINDINGS

4.1 DAMAGE TO ROOF SHEETS AND STEEL TRUSSES AND PURLINS

The roof area's where visible damage has occurred is marked below and rated as follows:

RATING	DESCRIPTION	OBSERVATION
0	Total fire damage	Roof collapsed
1	Severe heat damage	Bent steel trusses and bowing/ loose roof sheets
2	Serious heat damage	Corroding steel trusses and roof sheets discoloured
3	Isolated heat damage/ serious smoke damage	Corroding steel trusses and roof sheets discoloured
4	Smoke and water damage mainly, with isolated heat damage	Extensive soothing, but no serious flame damage on structure
5	No sign of smoke damage	Area not impacted by heat, smoke or water.

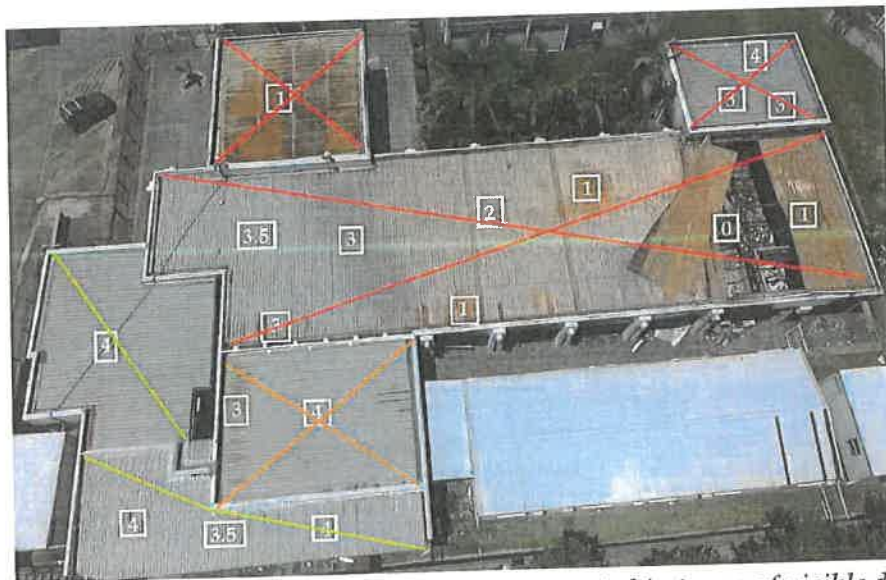


Figure 4.1 View of the roof with visible fire damage. Areas are rated in terms of visible damage. Red is roofs that are deemed that will need to be replaced, and orange marking is deemed will need remedial treatment.

4.2 INTERNAL FIRE DAMAGE

The fire severely damaged about 70% of the brickwork and steel roof structure and roof covering, around the points of origin and there was direct heat exposure to +/-70% of the beams and 10% of the external columns, in the main area of the building. The rest of the main building has severe smoke damage, mainly at head height level and above. The adjacent areas only have extensive smoke and water damage.

The internal building plan was marked up with the different rooms rated on a scale from 0 to 5, and building walls with visible large cracks were marked with an X. Some visible spalling on the concrete was also observed.

See diagram below annotated with a rating of the various rooms. Concrete spalling with corroding rebar visible was noted. Removal of all the plaster will have to be done, to confirm any other areas where similar spalling has occurred, but not yet visible.

Walls with large cracks were marked with an X , on site, that was deemed that needed to be demolished. The intersecting brick walls provide lateral restraint to each other. Removing some of the walls, will make some of the adjoining walls unstable.

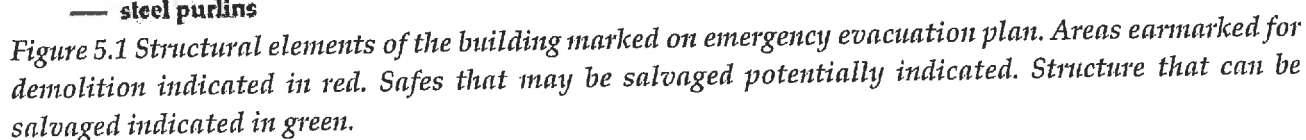


Figure 4.2 Emergency evacuation plan of building, with notes related to the internal fire damaged, noted on site.

Safe removal of the damaged roof structures is a high-risk operation. The overhead concrete beams also have plaster that could injure people, when it falls off, during the site clearing.

The site works to demolish the damaged structure, needs to be done by experienced demolition works contractor, with an approved method statement and safety plan.

Below is a diagram indicating in principle the roof structure to be removed (red hatch) and concrete floors, columns and beams and brickwork to be demolished, to foundation level. The floors at the hot-spot areas of the fire, also probably cracked due to the heat. The floors in the rest of the building, will also probably get damaged during the demolition process. Structure that can be salvaged, will have to be stripped of all finishes, electrical, plumbing AC's, and roof sheets will also have to be replaced. Roof structure and walls will have to be cleaned meticulously.



There is 2 safes in the severely damaged area, with a concrete slab over the small safe only. As it is in the severely damaged building, they will also have to be demolished and re-built, as they will suffer during the building demolition.

The green area, is the roof structure that can be salvaged, that will need to be cleaned and treated for future corrosion damage, and smoke affects. The roof sheets will have to be removed, to allow this cleaning, and replacement of the sheets in this area is also recommended.

Structural Engineer to oversee the demolition works, to ensure the demolition works does not undermine any structural elements that support the roofs in the area's to be salvaged.



6 CONCLUSION

The structure in the area where the fire occurred in general is condemned and should be demolished and rebuilt.

The fire severely damaged about 70% of the brickwork and steel roof structure and roof covering, around the points of origin and there was direct heat exposure to +/-70% of the beams and 10% of the external columns, in the main area of the building. The rest of the main building has severe smoke damage, mainly at head height level and above. The adjacent areas only have extensive smoke and water damage.

There are no detail structural drawings of the building available, so a renovation of the structure will be very complicated, without these detail drawings. A partial demolition was considered, but that is dangerous and costly works, and most likely will cause damage to the connected undamaged elements, like the external columns. To avoid damage to the columns, will require propping of the beams and lateral propping of the columns, and cutting the rebar at the column/beam interface with a grinder prevent damage, and then breaking the fire damaged beams with a hydraulic hammer machine, also known as a pecker and hand held jackhammers. This demolition works, will have to be done so that it doesn't damage the temporary propping, of the columns. This is very dangerous and costly works to save the columns. It is best to just demolish the entire concrete frame with demolition equipment and rebuild of the severely damaged main section of the building, as indicated in this report.

Quotations from reputable demolition contractors and estimates from refurbishment contractors will assist in confirming that an undertaking of rebuilding a partly demolished building, has lots of extra costs and is dangerous work. Limited guarantees will be offered for such an undertaking, as the impact of the fire, and smoke will have reached into crevices of the building frame, that are not easily accessible.

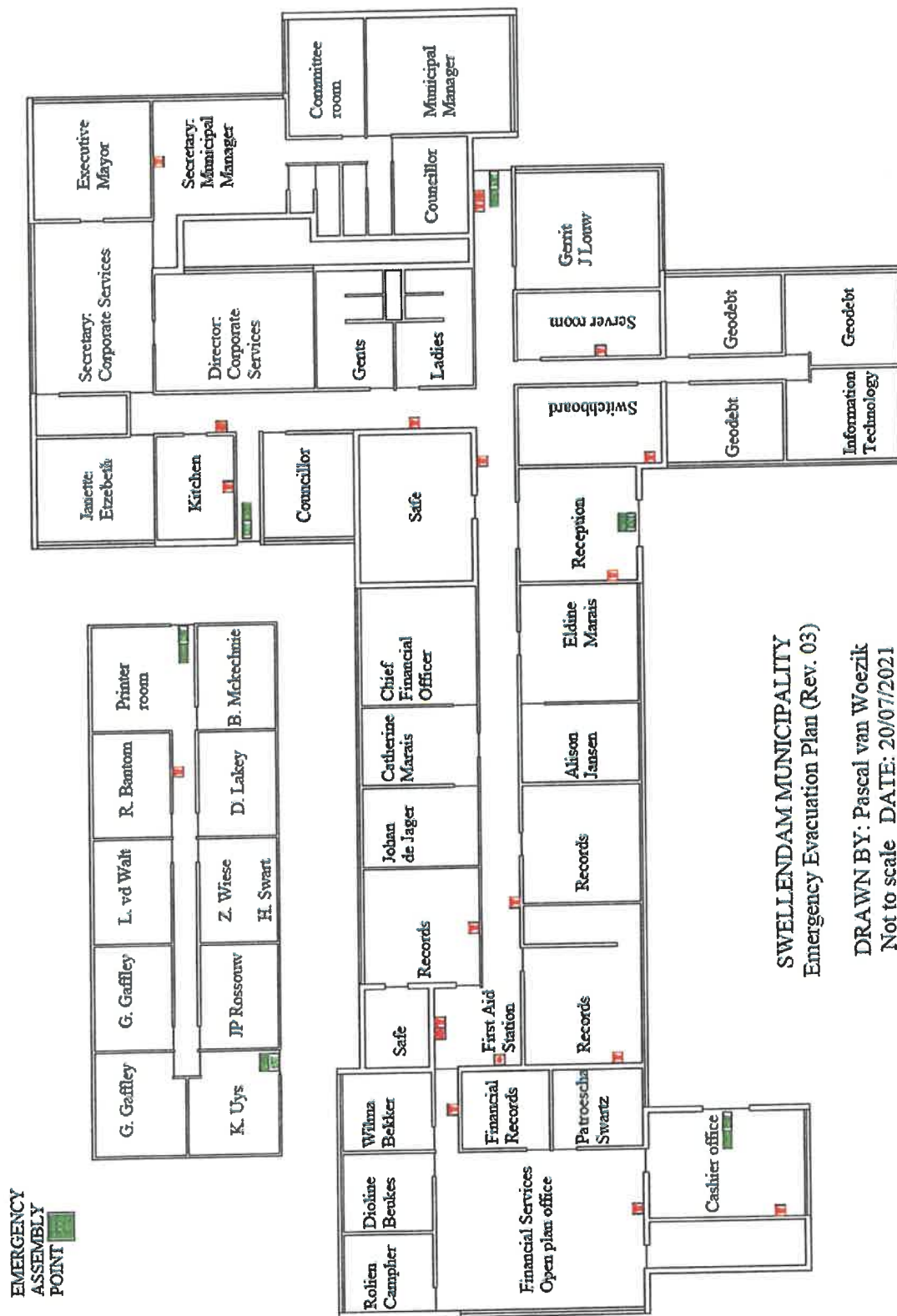
Structural Engineer to oversee the demolition works, to ensure the demolition works does not undermine any structural elements that support the roof structure in the area's to be salvaged.

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APPENDIX A

EMERGENCY EVACUATION PLAN





APPENDIX B

SITE PHOTOS

See Appendix A, for room descriptions

Damage in each room rated 0 – 5

- 0 - Zero - roof collapsed
- 1 - One – severe heat damage
- 2 - Two – serious heat damage
- 3 - Three – serious smoke damage
- 4 - Four – nominal smoke/water damage
- 5 - Five – no structural damage



Executive major office rated 4



Secretary corporate services office rated 3



Old server room rated 4



Liesel's office rated 4



Kitchen rated 3



Director Corporate services office rated 3



Gents bathrooms rated 3



Ladies bathroom rated 3



SWELLENDAM MUNICIPALITY HEADQUARTERS BUILDING – CONDITION ASSESSMENT



Hall 2 rated 3



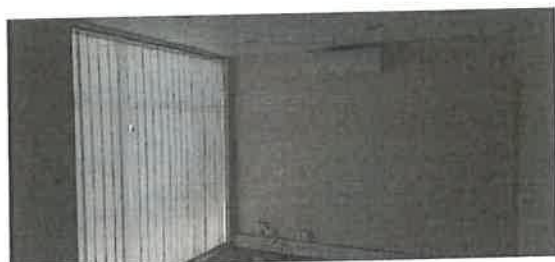
Hall 3 rated 4



Secretary municipal manager office rated 4



Toilets rated 4



Committee room rated 4.5



Municipal manager office rated 4.5



Councillor room rated 4.5



Hall 4 rated 4



SWELLENDAM MUNICIPALITY HEADQUARTERS BUILDING – CONDITION ASSESSMENT



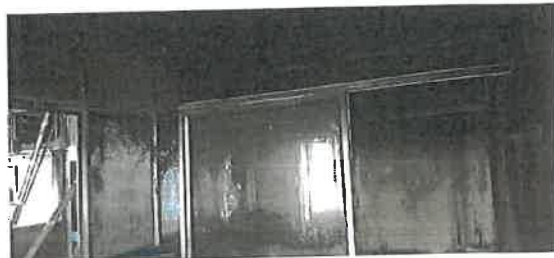
Ceiling void hall 2 smoke damage



Gerrit Louw's office rated 2



Ceiling void smoke damage



Switchboard room 1.5



Hall 5 rated 2.5

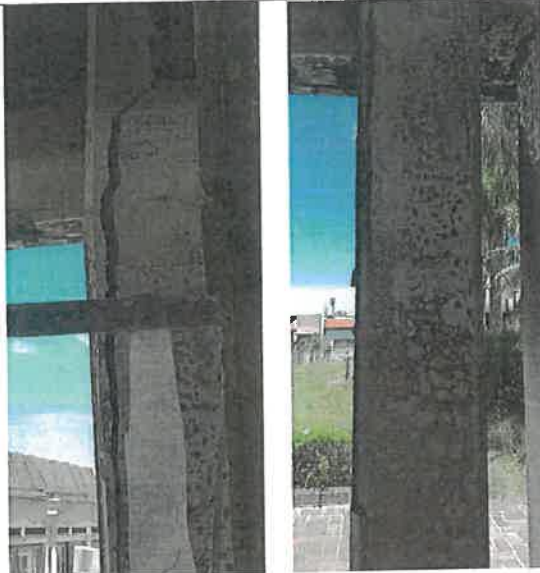


Server room rated 3

SWELLENDAM MUNICIPALITY HEADQUARTERS BUILDING - CONDITION ASSESSMENT



Steel post bent due to fire damage



Column with plaster spalling and plaster removed



Steel truss with localized buckling of some members



Plaster hanging on concrete beam - H&S risk



Reception room rated 1.5



Roof structure visible due to damaged ceilings



CFO room rated 2



Eldine Marais office rated 1.5



SWELLENDAM MUNICIPALITY HEADQUARTERS BUILDING – CONDITION ASSESSMENT



Bent truss from heat of fire



Catherine Marais office rated 1.5 steelwork



Alison Jansen's office rated 1



Records room with bent steelwork rated 1



Johan de Jager office rated 1.5



Hall 2 rated 1



Records room rated 2



SWELLENDAM MUNICIPALITY HEADQUARTERS BUILDING – CONDITION ASSESSMENT



Records room rated 1



Wilma Bekker's office rated 1



Financial records room rated 1



Financial services room rated 1



*Rolien Campher & Dioline Beukes' offices
rated 1*



Cashier offices rated 2



Back elevation



Concrete frame with spalling plaster



Truss bowing due to fire damage



Side elevation of building with only smoke damage



Side view of roof



Back view of roof



Back view with smoke damage visible



Back building roof and damaged roof visible

APPENDIX C

TECHNICAL INFORMATION RELATED TO STRUCTURAL FIRE DAMAGE

Heat reaction of the rebar in the concrete causes it to start rusting soon after the fire damage. Its basically accelerated corrosion that will start happening in the concrete, that will lead to spalling in future. Below is a diagram that indicates typical rate of corrosion, that accelerates once corrosion starts.

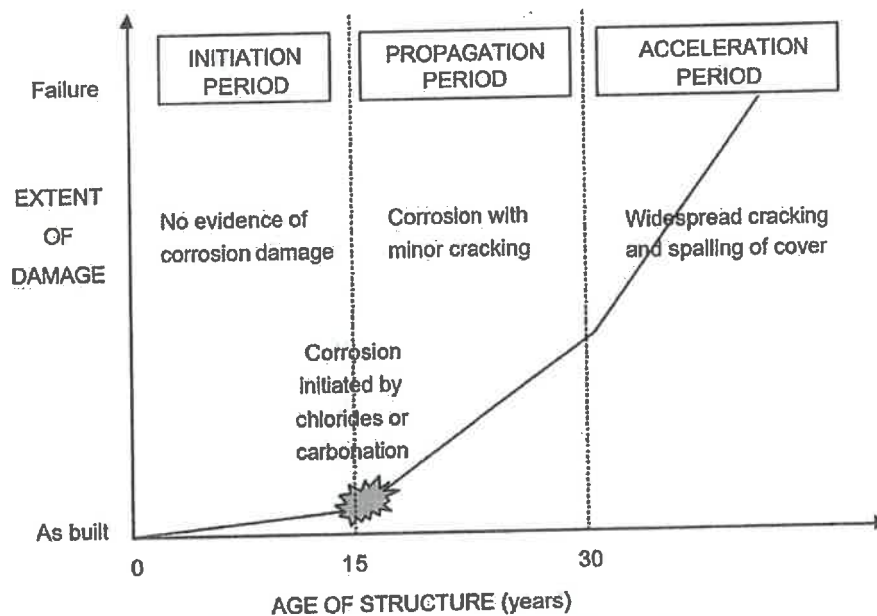


Figure 2: Three-phase corrosion damage model

The heat from this fire is an accelerant to this process, to the concrete frame that is still standing.. If we want to salvage the concrete then we will need to treat it so that it doesn't deteriorate quickly over time.

See attached literature on the topic of concrete repairs, for background info.

At temperatures in excess of 260°C (500°F), rebar can become brittle (a.k.a. "blue brittleness"). At temperatures in excess of 704°C (1300°F), rebar can lose 20% of its design strength. Structural failure of reinforced concrete often occurs when the effective tensile strength of steel reinforcement is lost through heating.

Potential chemical changes in concrete exposed to the heat of a fire include:

Aggregate Changes

- Quartz-based aggregates increase in volume
- Limestone aggregates decompose

Discoloration due to changes in the concrete compounds

- Concrete will turn pink as a result of chemical changes in compounds containing iron

Carbonation

- Breakdown of cement paste in concrete
- Results in a reduction in alkalinity, or protective coating, which promotes corrosion of the rebar.



APPENDIX D

REMEDIAL REPAIRS AND RESTORATION OF FIRE DAMAGED BUILDINGS

ECONOMICS OF REPAIRS

Repairs of reinforced concrete structures damaged by corrosion have often proved to be unsuccessful with further damage occurring after repair. Reasons for the poor performance of repairs include:-

- lack of understanding of deterioration processes
- inadequate investigation and testing prior to repairs
- inadequate funds to undertake satisfactory repairs
- ineffective or inappropriate repairs being specified
- poor supervision and implementation of repairs on site

Repairs are not generally anticipated by owners and funds for repairs are nearly always extremely limited. Economics largely dictate the timing and scale of repairs but unfortunately only short-term costs are often

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considered. Whilst corrosion damage is to some degree unique to each structure some basic tenets hold for most cases.

- Performance of the concrete structure prior to treatment often dictates the likely performance after repair. Structures with high levels of damage and rapid rates of deterioration require more substantial repair than those less seriously affected.
- The timing of treatment is crucial since corrosion rates and damage increase with time. A structure that has been neglected and allowed to reach an advanced level of damage will not respond to 'quick-fix' solutions. Conversely a structure that is repaired early enough may be restored to full serviceability relatively cheaply.
- The effectiveness of treatments in retarding corrosion is not equal and may range from highly effective to detrimental (e.g. cathodic protection versus patch repairs)

Importantly, repairs costs need to be compared in a rational way by comparing life-cycle costs of the structure. Scott showed that when life-cycle costs are compared, a maintenance-free structural design is cheaper than cutting initial costs and deferring some money for repair and maintenance at a later date (data shown in Table 6) ¹¹.

Remove soot with Trisodium Phosphate (TSP) solution. A popular cleaner for smoke-damaged walls is Trisodium Phosphate (TSP). While this is a more powerful cleaning solution, it still requires a great deal of time and effort to clean the damage to your walls and/or ceiling.

- Put on a pair of heavy duty gloves to protect your hands and forearms and a pair of goggles to protect your eyes. Wear old clothes that you don't mind having ruined.
- Fill a standard bucket with 1 gallon warm water and add 1 tablespoon of TSP.
- Wet a sponge with the TSP solution and wipe your wall or ceiling vigorously with the sponge. Work one section at a time.



- Rinse the section you have just cleaned with a rag dipped in clean water.
- Continue until the entire wall and/or ceiling has been cleaned.
- Repeat the wash/rinse step several times depending on the severity of the soot buildup. Be cautious not to oversaturate your walls with water or let the water seep between your walls and baseboards.
- If the smoke damage is still visible after this cleaning process, you will likely need to prime your walls and/or ceiling and repaint.[3] However, it is important to make sure they are as clean as possible before you do so.
- Beware that TSP is a harsh cleaner and can have irritating effects to skin and eyes. Be careful not to allow it to touch your skin, and if it does, wash it off immediately and be on the lookout for severe irritation.[4]

Look for a commercial cleaning product. There are many good commercial cleaning products designed to remove soot from walls as well as other surfaces. You can choose solutions that are heavy-duty for severe smoke damage, or that are gentle enough to be used around children and pets. A simple online search will provide many options, but here are some suggestions to start with:

- Unsmoke Degrease-All Degreaser: tough enough to remove the heaviest smoke damage.
- Benefect Atomic Degreaser: a solvent-free, high-performance botanical degreaser, safe for use around people and pets.
- Chemspec Smoke-Solv Liquid Wall Wash: specially formulated to remove soot and smoke residue from walls and hard surfaces

Attempt to remove the smoke odor from your walls. After you clean off the soot, you will need to deal with the smoke odor. Walls can absorb smoke and leak it back into the room.[5] Several common household items, or those found easily in grocery stores, can be used to remove the stubborn smoke odor from the walls of your home, even if they don't appear smoky or dirty at first. [6]

- Place a plastic sheet around the base of the walls to avoid water seeping in between the walls and baseboards.
- Fill a bucket with warm water and add a few tablespoons of detergent, just enough so you create a few bubbles. Wipe down walls with soapy water using a soft cloth or sponge.
- Use white vinegar as an alternative. Try wiping down washable walls with white vinegar (this can also be used on furniture and floors). Vinegar, while strong smelling itself, can be used as a powerful odor-neutralizer.
- Spray walls and surrounding area with Febreze. Febreze, sold in many stores, uses cyclodextrin to absorb odor. Try spraying the walls and affected area down with Febreze to reduce smoke odor. The smell of Febreze will be a welcome change from the odor of smoke!



SWELLENDAM MUNICIPALITY

**ASSESSMENT, REPAIR, UPGRADING OF
THUSONG COMMUNITY CENTRE
STAGE 1: PROJECT INITIATION AND BRIEF:
INSURANCE ASSESSMENT**

35069.04 – STRUCTURAL – REP-002 Rev 1

**STRUCTURAL CONDITION ASSESSMENT REPORT
AFTER FIRE DAMAGE AT
THUSONG COMMUNITY CENTRE**

DECEMBER 2023

PREPARED FOR:



**STELLENBOSCH MUNICIPALITY
49 VOORTREK STREET
P.O. BOX 20
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PREPARED BY:

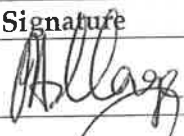


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Structural Engineer	Project Engineer	Johan de Lange		12 December 2023
Approved by Design Centre Leader	Director	Leon Pienaar		12 December 2023

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Revision Number	Objective	Change	Date
1	Report updated	Comments received	12-12-2023

CLIENT APPROVAL:

I hereby confirm that the design principles as described in this report, is in accordance with the Clients requirements.

Name

Date

Signature



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EXECUTIVE SUMMARY

Rioters caused the fire damage at the building. They focused on the offices related to accounts department, so there were many documents in the area of the building that were targeted. These documents fuelled the fire, which lasted at least 90 minutes. The fire damage spread to adjacent areas, via the roof spaces, and impacted on adjacent parts of the structures, to a varying degree.

Exposure to elevated temperatures in a fire can cause thermally enhanced oxidation of the steel. That is why the steel roof sheeting, are now visibly rusting on site. Treating of fire damaged concrete, against this corrosion, requires specialist products and expert applicators that is very costly.

The fire destroyed the timber roof structure and severely damaged about 95% of the brickwork, around the point of origin. The heat severely affected the roof structure in the adjacent passage and also permeated through the openings in roof level to the adjacent roofs, surrounding the point of origin, affecting mainly the insulation and finishes. The main hall roof at a higher level, only has 1 point where some smoke damage is visible.

Smoke infiltrated in the insulation will mean that the smell of smoke will be trapped in any crevices, where the most severe smoke damaged occurred. This smell of smoke will be difficult to remove 100% from the salvaged building sections. The smell of smoke in the refurbished buildings, may be noticeable, when humidity levels are higher, especially during the wet winter months.

Demolition of the fire affected areas, and walls that may become unstable, as a result, is recommended. Guarantees on restored fire damaged elements, will also be conditional and difficult to enforce, in our view.

When it comes to roof sheeting repairs/replacement, water tightness of the building and performance of the roof against future storm events, also need to be considered.

1 INTRODUCTION

1.1 CLIENT BRIEF

BVi Consulting Engineers Western Cape Pty (Ltd) was appointed by Swellendam Municipality to do a structural condition assessment of the existing structure that was exposed to fire damage due to protest action, in August 2023.

1.2 PURPOSE AND DESCRIPTION OF REPORT

The investigation is a requirement for an insurance claim to determine which part of the buildings that was not severely damaged by the fires and that can be salvaged, for future rebuilding of the structures.

A site inspection was done on the 23rd of November 2023.

1.3 LOCATION OF 2 BUILDINGS THAT WAS DAMAGED BY FIRE

Below is an aerial photo of the town of Swellendam, with the 2 Municipal buildings that has fire damaged, indicated with red circles. See BVi report 35069.04 – Structural –REP 001 for the Municipal Headquarters building fire damage report.



Photo 1.3.1: Location of 2 buildings in Swellendam, that have fire damage due to protest action.



Photo 1.3.2: Thusong Community Centre in the outskirts of town.

1.4 INFORMATION PROVIDED

The client provided Architectural plans of the building.
See Appendix A for these drawings, that was used in this report.

2 SCOPE OF WORKS

The investigation is visual assessment only of the fire-damaged structure and no structural tests were performed on the damaged, brickwork or other structural elements.

Below are some general site photos, to give a general overview of the building envelope and some of the most extreme fire damage of the building. (Drone photos supplied by Claims adjustor)

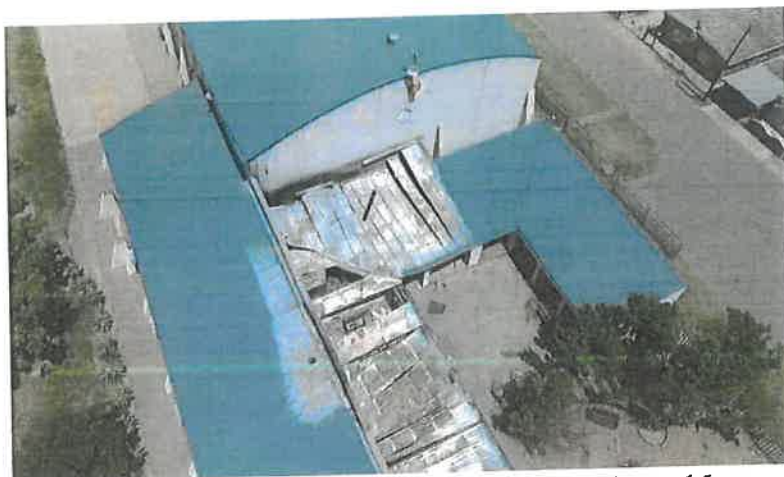


Photo 2.1 Thusong community centre with visible roof damage



Photo 2.2& 2.3: Close up view of the fire damage to the Thusong Community Centre offices

3 STRUCTURAL OBSERVATIONS

Below are the site photo's showing the areas where the fire started, and the fire spread to the rest of the building from this area.



Photo 3.1 & 3.2 Thusong community centre offices with severe damage where the fire started.



Photo 3.3 Ashes from a plastic bench that was burnt down, and damage to the perimeter fence in the background. A fire fighting vehicle was apparently also set alight by the protestors.



Photo 3.4 Passageway with high roof with fire damage.

Photo 3.5 Document storage area with intense heat damage.

Photo 3.6 Roof insulation damaged from heat at roof level.

Photo 3.7 Brickwork with large cracks due to the heat exposure.

4 SUMMARY OF OBSERVATIONS AND FINDINGS

4.1 DAMAGE TO ROOF SHEETS AND TIMBER RAFTER/PURLINS

The roof area's where visible damage occurred is marked below and rated as follows:

RATING	DESCRIPTION	OBSERVATION
0	Total fire damage	Roof collapsed and walls severely cracked
1	Severe heat damage	Intense fire damage, but roof still in tact
2	Serious heat damage	Fire damage to roof, with walls not seriously damaged
3	Isolated heat damage/ serious smoke damage	Localized fire damage to purlins, and scorching of roof insulation
4	Smoke impact only - nominally	Nominal damage, during the protest. Broken windows, etc.
5	No sign of smoke damage	Area not impacted by heat, smoke or water.

The fire also spread to a section of the passage, as indicated in the figure below. The roof structure on that side of the building, also has extensive smoke damage.

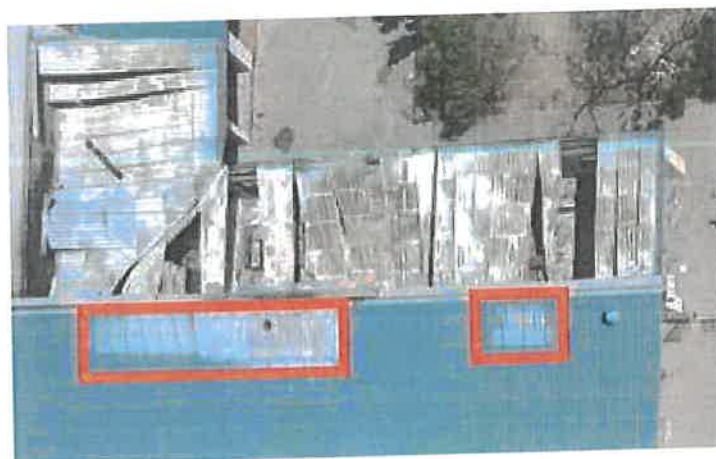


Figure 4.1 Visible roof sheeting damage above high level passage area, that is marked in red blocks

Re-sheeting only a portion of that roof was considered. A simple patch repair will be to replace the +/-20% of the roof sheets with fire damage. Such a patch repair, will probably have waterproofing issues in future, and storm damage in future would be highly likely. A more extensive repair would require replacing 60% of the roof sheets in that area. The other 40% of the roof sheets will require cleaning and treating against future heat induced corrosion. To clean and treat that roof structure effectively, the entire roof covering will have to be removed, for proper cleaning and treating and reinstalled. This is double handling that will probably also damage some of the sheets. The simplest and best long term solution would be to replace all the sheets on that area of the roof, for a weather proof and durable storm resistant roof, that also has a material guarantee.

4.2 INTERNAL FIRE DAMAGE

The fire destroyed the timber roof structure and severely damaged about 95% of the brickwork, around the point of origin. The heat severely affected the roof structure in the adjacent passage and also permeated through the openings in roof level to the adjacent roofs, surrounding the point of origin, affecting mainly the insulation and finishes. The main hall roof at a higher level, only has 1 point where some smoke damage is visible.

Diagram below indicates the areas where the walls will have to be rebuilt (red block). The area in the orange block, the internal brickwork to be cleaned and finishes reinstated, as per the info in Annexure D.

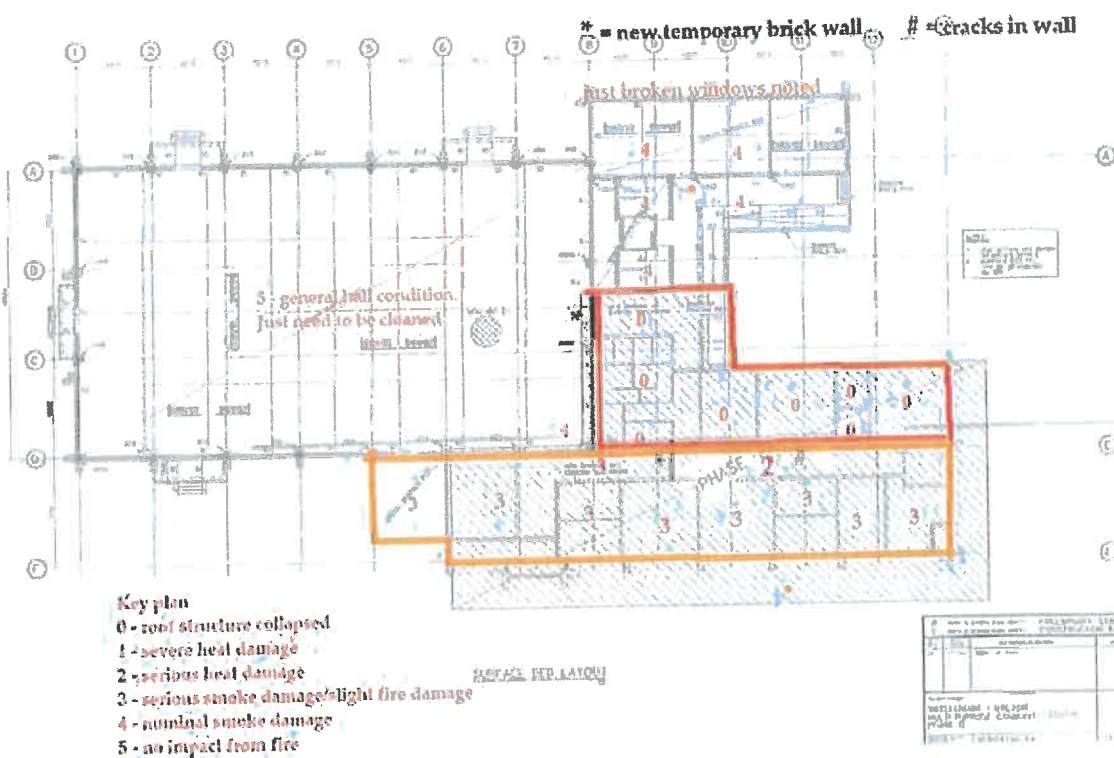


Figure 4.2 Architects drawing with brickwork in the areas indicated in red (including the passage wall on the fire side), to be demolished and re-built. The floors in the area in red will also probably have to be rebuilt. (to be confirmed on site)

5 RECOMMENDATIONS

The site works to demolish the damaged structure, needs to be done by experienced demolition works contractor, with an approved method statement and safety plan.

Below is a diagram indicating in principle the roof structure to be removed (red and orange hatch) and brickwork to be demolished (red hatch only), to foundation level. The wall on the passage side where the fire started, also to be removed and rebuilt. The floors at the hot-spot areas of the fire, also probably cracked due to the heat, and will need to be demolished and removed.

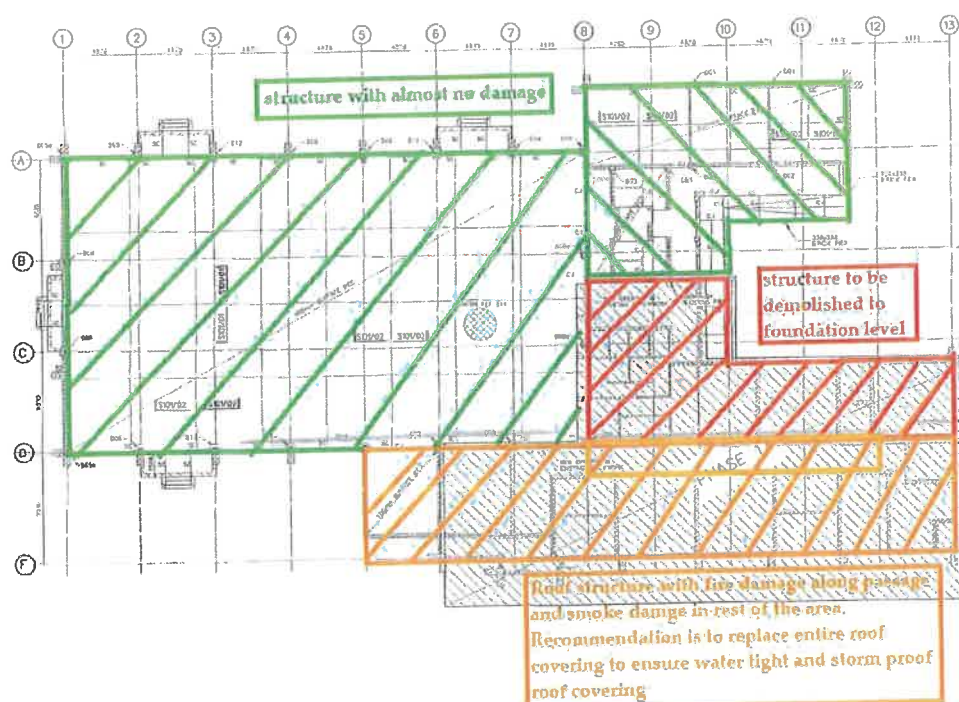


Figure 5.1 Architects drawing with roof structure in red and orange areas to be replaced.

All the brick walls in the main damaged area suffered severely. The passage wall on the side where the fire was, also has some longitudinal cracks. When the damaged walls are to be removed, there is a risk that the passage wall can also become unstable. Due to the fact that it was so close to the intense fire, it is recommended to also rebuild the passage wall on the side where the fire was. Salvaging that wall was considered, but as about 70% of that wall was exposed to the severe heat of the fire, rebuilding that passage wall is deemed the best long term solution.

Propping of the wall to salvage the top 30% of it is also an option, but there is safety concerns and costs related to stabilizing and refurbishment, which makes the rebuilding of that entire wall, the better long term solution.

Structural Engineer to oversee the demolition works, to ensure the demolition works does not undermine any structural elements that support the roofs in the area's, to be salvaged.



6 CONCLUSION

The fire destroyed the timber roof structure and severely damaged about 95% of the brickwork, around the point of origin. The heat severely affected the roof structure in the adjacent passage and also permeated through the openings in roof level to the adjacent roofs, surrounding the point of origin, affecting mainly the insulation and finishes. The main hall roof at a higher level, only has 1 point where some smoke damage is visible.

Smoke infiltrated in the insulation will mean that the smell of smoke will be trapped in any crevices, where the most severe smoke damaged occurred. This smell of smoke will be difficult to remove 100% from the salvaged building sections. The smell of smoke in the refurbished buildings, may be noticeable, when humidity levels are higher, especially during the wet winter months.

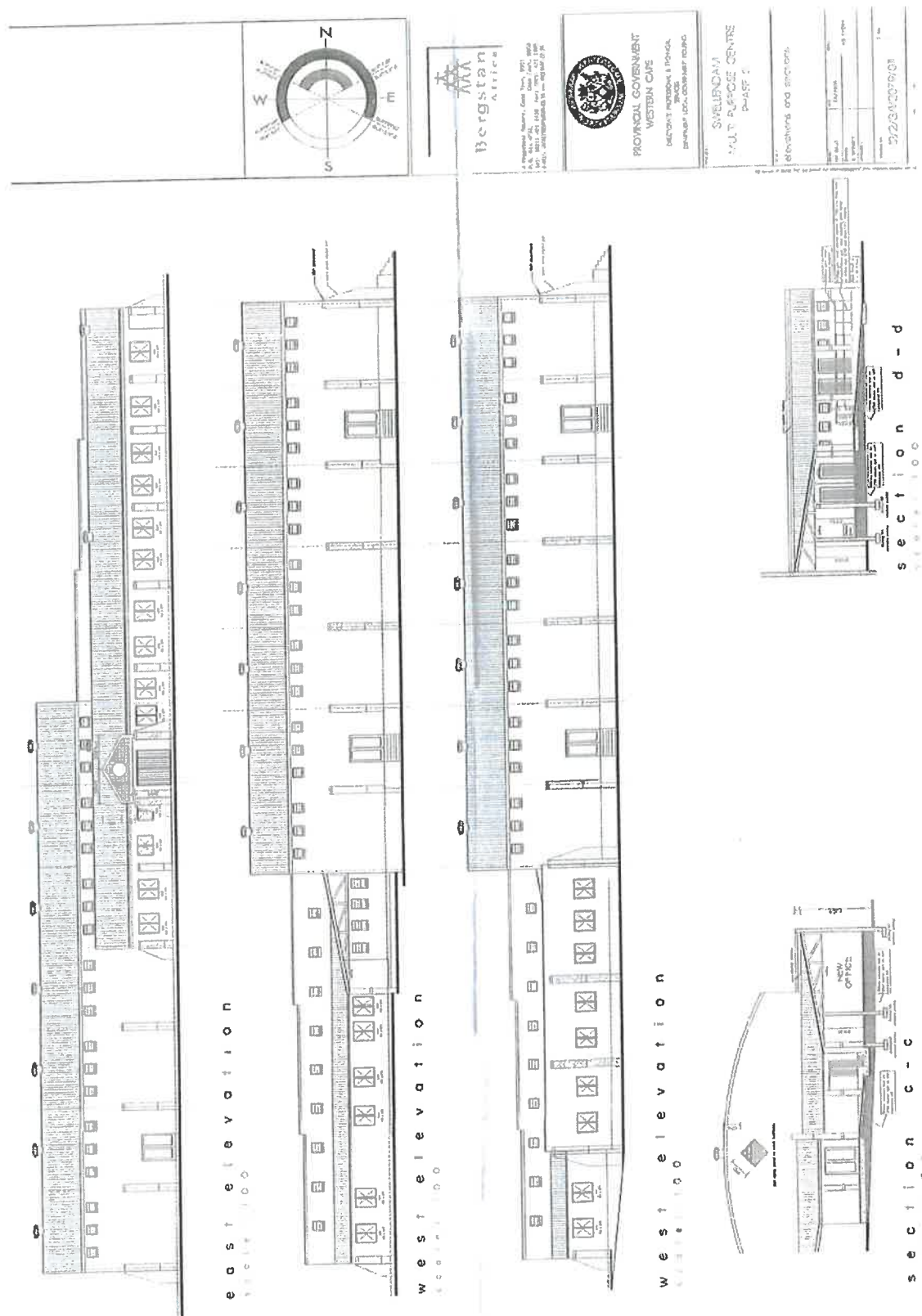
Demolition of the fire affected areas, and walls that may become unstable, as a result, is recommended. Guarantees on restored fire damaged elements, will also be conditional and difficult to enforce, in our view.

When it comes to roof sheeting repairs/replacement, water tightness of the building and performance of the roof against future storm events, also need to be considered.

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APPENDIX A

ARCHITECTURAL DRAWINGS



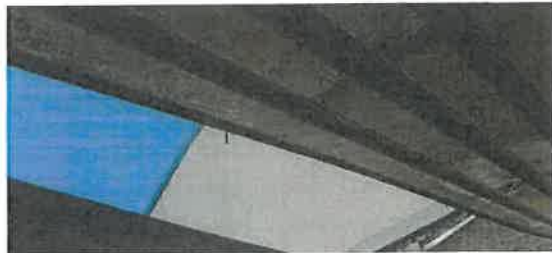


APPENDIX B

SITE PHOTOS



Roof sheets with nails through is a safety risk



Nails is a safety risk to people below



Phase 1 hallway rated 2 roof purlins gone Entrance door was bricked up after the fire



Phase 1 entrance to staff toilets



Timber door at toilets



Roof structure destroyed at offices at origin of fire, with records room.



Brick walls with large cracks from fire damage



Passage way with severe smoke damage

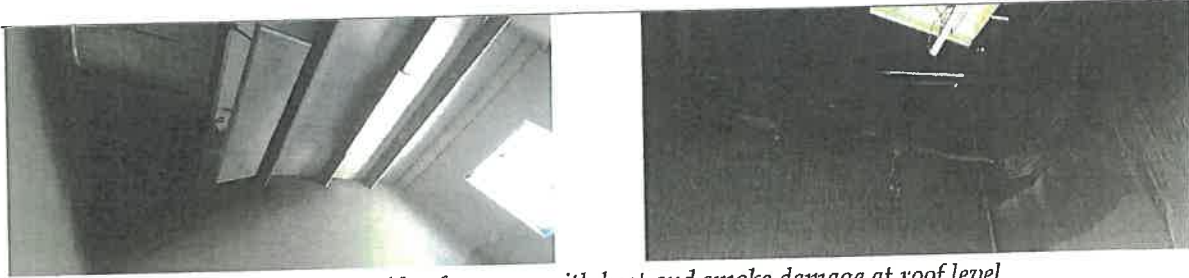


Passageway with wall where fire started on other side, and the brick wall built to enclose the hallway for security purposes.



Records room where the walls are severely cracked

SWELLENDAM MUNICIPALITY THUSONG COMMUNITY CENTRE – CONDITION ASSESSMENT



Rooms on other side of passage with heat and smoke damage at roof level



Extent of damage varies, as some rooms were sealed off from the fire damage, while others got exposed to the heat and smoke



Rooms on opposite side of courtyard only have some smoke damage and broken windows, mainly.



Roof structure with fire damage in the passage area and heat damage in some of the adjacent rooms. Note the windows that have been bricked up, for security purposes for the main hall.



Hallway where block wall was built



DB made safe by client



Room with smoke damage



Reception area with smoke damage at the roof.



Main hall with entrance door bricked up.



Community centre hall back view



View of hall eaves with slight smoke damage in top right corner.



External view of community centre



Side view.

APPENDIX C

TECHNICAL INFORMATION RELATED TO STRUCTURAL FIRE DAMAGE

Below is a diagram that indicates typical rate of corrosion, that accelerates once corrosion starts, in roof sheeting.

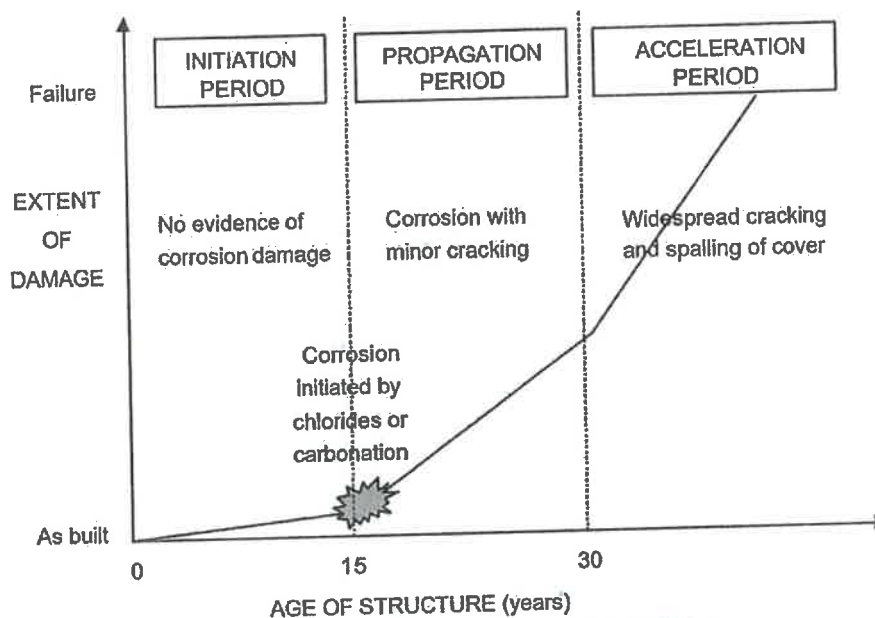


Figure 2: Three-phase corrosion damage model

The heat from this fire is an accelerant to this process, to the concrete frame that is still standing.. If we want to salvage the concrete then we will need to treat it so that it doesn't deteriorate quickly over time.

See attached literature on the topic of concrete repairs, for background info.

At temperatures in excess of 260°C (500°F), rebar can become brittle (a.k.a. "blue brittleness"). At temperatures in excess of 704°C (1300°F), rebar can lose 20% of its design strength. Structural failure of reinforced concrete often occurs when the effective tensile strength of steel reinforcement is lost through heating.

Potential chemical changes in concrete exposed to the heat of a fire include:

Aggregate Changes

- Quartz-based aggregates increase in volume
- Limestone aggregates decompose

Discoloration due to changes in the concrete compounds

- Concrete will turn pink as a result of chemical changes in compounds containing iron

Carbonation

- Breakdown of cement paste in concrete
- Results in a reduction in alkalinity, or protective coating, which promotes corrosion of the rebar.



APPENDIX D

REMEDIAL REPAIRS AND RESTORATION OF FIRE DAMAGED BUILDINGS

ECONOMICS OF REPAIRS

Repairs of reinforced concrete structures damaged by corrosion have often proved to be unsuccessful with further damage occurring after repair. Reasons for the poor performance of repairs include:-

- lack of understanding of deterioration processes
- inadequate investigation and testing prior to repairs
- Inadequate funds to undertake satisfactory repairs
- Ineffective or inappropriate repairs being specified
- poor supervision and implementation of repairs on site

Repairs are not generally anticipated by owners and funds for repairs are nearly always extremely limited. Economics largely dictate the timing and scale of repairs but unfortunately only short-term costs are often

28

considered. Whilst corrosion damage is to some degree unique to each structure some basic tenets hold for most cases.

- Performance of the concrete structure prior to treatment often dictates the likely performance after repair. Structures with high levels of damage and rapid rates of deterioration require more substantial repair than those less seriously affected.
- The timing of treatment is crucial since corrosion rates and damage increase with time. A structure that has been neglected and allowed to reach an advanced level of damage will not respond to 'quick-fix' solutions. Conversely a structure that is repaired early enough may be restored to full serviceability relatively cheaply.
- The effectiveness of treatments in retarding corrosion is not equal and may range from highly effective to detrimental (e.g. cathodic protection versus patch repairs)

Importantly, repairs costs need to be compared in a rational way by comparing life-cycle costs of the structure. Scott showed that when life-cycle costs are compared, a maintenance-free structural design is cheaper than cutting initial costs and deferring some money for repair and maintenance at a later date (data shown in Table 6) ¹¹.

Remove soot with Trisodium Phosphate (TSP) solution. A popular cleaner for smoke-damaged walls is Trisodium Phosphate (TSP). While this is a more powerful cleaning solution, it still requires a great deal of time and effort to clean the damage to your walls and/or ceiling.

- Put on a pair of heavy duty gloves to protect your hands and forearms and a pair of goggles to protect your eyes. Wear old clothes that you don't mind having ruined.
 - Fill a standard bucket with 1 gallon warm water and add 1 tablespoon of TSP.
 - Wet a sponge with the TSP solution and wipe your wall or ceiling vigorously with the sponge.
- Work one section at a time.



- Rinse the section you have just cleaned with a rag dipped in clean water.
- Continue until the entire wall and/or ceiling has been cleaned.
- Repeat the wash/rinse step several times depending on the severity of the soot buildup. Be cautious not to oversaturate your walls with water or let the water seep between your walls and baseboards.
- If the smoke damage is still visible after this cleaning process, you will likely need to prime your walls and/or ceiling and repaint.[3] However, it is important to make sure they are as clean as possible before you do so.
- Beware that TSP is a harsh cleaner and can have irritating effects to skin and eyes. Be careful not to allow it to touch your skin, and if it does, wash it off immediately and be on the lookout for severe irritation.[4]

Look for a commercial cleaning product. There are many good commercial cleaning products designed to remove soot from walls as well as other surfaces. You can choose solutions that are heavy-duty for severe smoke damage, or that are gentle enough to be used around children and pets. A simple online search will provide many options, but here are some suggestions to start with:

- Unsmoke Degrease-All Degreaser: tough enough to remove the heaviest smoke damage.
- Benefect Atomic Degreaser: a solvent-free, high-performance botanical degreaser, safe for use around people and pets.
- Chemspec Smoke-Solv Liquid Wall Wash: specially formulated to remove soot and smoke residue from walls and hard surfaces

Attempt to remove the smoke odor from your walls. After you clean off the soot, you will need to deal with the smoke odor. Walls can absorb smoke and leak it back into the room.[5] Several common household items, or those found easily in grocery stores, can be used to remove the stubborn smoke odor from the walls of your home, even if they don't appear smoky or dirty at first. [6]

- Place a plastic sheet around the base of the walls to avoid water seeping in between the walls and baseboards.
- Fill a bucket with warm water and add a few tablespoons of detergent, just enough so you create a few bubbles. Wipe down walls with soapy water using a soft cloth or sponge.
- Use white vinegar as an alternative. Try wiping down washable walls with white vinegar (this can also be used on furniture and floors). Vinegar, while strong smelling itself, can be used as a powerful odor-neutralizer.
- Spray walls and surrounding area with Febreze. Febreze, sold in many stores, uses cyclodextrin to absorb odor. Try spraying the walls and affected area down with Febreze to reduce smoke odor. The smell of Febreze will be a welcome change from the odor of smoke!

MEMORANDUM VAN OOREENKOMS

**OOREENKOMS VIR DIE HUUR VAN MUNISIPALE EIENDOM AANGEGAAN
DEUR EN TUSSEN**

SWELLENDAM MUNISIPALITEIT

Hierin verteenwoordig deur **ANTON MARK GROENEWALD** as Munisipale Bestuurder en behoorlik daartoe gemagtig om namens die Swellendam Munisipaliteit op te tree

(hierna die "**Verhuurder**" genoem)

en die

BARRYDALE RUGBYKLUB

Hierin verteenwoordig deur **HERMANUS JACOBUS SWART** as **VOORSITTER** onderskeidelik en behoorlik daartoe gemagtig om namens die **STRYDERS R.V.K.** op te tree

(hierna die "**die Huurder**" genoem)

NADEMAAL die partye 'n huurooreenkoms gehad het met betrekking tot die eiendom, hierin beskryf, welke huurkontrak op **20 Julie 2020** verstryk het; en

NADEMAAL die Huurder begerig is om weer 'n huurkontrak te sluit vir die huur van die eiendom hierin omskryf; en

NADEMAAL die Munisipaliteit besluit het om 'n nuwe huurooreenkoms met die Huurder aan te gaan;

NOU DERHALWE WORD AS VOLG OOREENGEKOM:

1.



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- 1.1 Die Munisipaliteit verhuur en die Huurder huur hiermee die gedeelte eiendom, aangedui op die aangehegte plan, gemerk as **Sportgronde (ERF 847), Barrydale**, in die Munisipaliteit van Swellendam Provinsie Wes-Kaap (die eiendom) tesame met die subsidiêre bates synde die permanente verbeteringe daarop.
- 1.2 Die subsidiêre bates bestaan uit die klubhuis, kleedkamers, paviljoene en enige permanente vashegtings aan die eiendom.

2.

Die huurtermyn sal behoudens die bepalinge van **klausules 20 en 24** strek vir 'n periode van **vyf (5) jaar, vanaf 1 Julie 2021**.

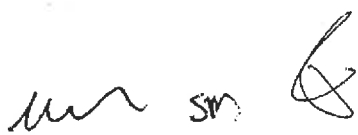
3.

- 3.1 Die Huurder sal aan die Verhuurder 'n huurgeld van **R500.00 (vyfhonderd rand) per jaar (BTW uitgesluit)** betaal, ten opsigte van die eiendom; met
- 3.2 'n jaarlikse eskalasie ooreenkomstig die jaarlikse tarief verhoging van munisipale dienste en tariewe, wat as deel van die jaarlikse bedryfsbegroting, deur die Raad goedgekeur word, en in werking tree op 1 Julie van die betrokke jaar;
- 3.3 die bogemelde huurgeld word jaarliks gehef op die maandelikse munisipale dienste rekening en is in Julie betaalbaar;
- 3.4 Indien die klub die huurkontrak kanselleer of die huurkontrak verval gedurende die jaar, geen pro-rata terugbetalings gemaak word nie.

4.

- 4.1 Die Huurder is verantwoordelik vir die betaling van die koste van riolering, asook die gebruik van water, ten opsigte van die klubhuis op die eiendom, soos gehef word op die maandelikse diensterekening van die Huurder;
- 4.2 Die vullisverwydering word departementeel gehef en is vir die Verhuurder se rekening;
- 4.3 Behoudens subparagraaf 4.4, word die besproeiingswater vir die velde departementeel gehef vir die rekening van die Verhuurder;
- 4.4 Indien daar deur 'n formele ondersoek en na konsultasie met die betrokke klub bewys kan word dat daar deur die klub se nalatigheid of deur doelbewuste aksies 'n vermorsing van



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water plaasvind, wat die bo-perk van verbruik, soos deur die Raad vasgestel kan die Verhuurder 'n addisionele heffing vir water op die Huurder se rekening vir die periode hef;

- 4.5 Die Huurder sal aanspreeklik wees vir die aankoop van voorafbetaalde krag vir kragverbruik wat insluit die gebruik van spreiligte.

5.

Die Verhuurder moet vir die duur van hierdie ooreenkoms alle bestaande geboue en strukture en geboue en strukture wat opgerig mag word op die gronde ooreenkomstig hierdie ooreenkoms teen skade of verlies en teen brand verseker. Gemelde versekering moet teen billike vervangingswaarde wees. Die Verhuurder sal verantwoordelik wees vir die betaling van die maandeliks premie op die versekering. Die Huurder sal verantwoordelik wees vir die versekering van die inhoud van die bestaande geboue en strukture en geboue en strukture wat opgerig mag word.

6.

Die Huurder kom ooreen met die Verhuurder dat die Huurder die huurgeld soos in klousule 3 hierbo, en die munisipale dienstekostes, soos in klousule 4 hierbo, stiptelik sal betaal en onderneem ook om getrou elke voorwaarde van hierdie ooreenkoms na te kom.

7.

Die Huurder is gebonde en die huur onderworpe aan alle serwitute en titelvoorwaardes van toepassing op die eiendom waarop die huurbates geleë is asook onderworpe aan die Verordeninge insake die soneringskema, Verordeninge insake oorlaste en drankwetgewing.

8.

Die grond en sodanige geboue en ander strukture wat bestaan of wat ooreenkomstig by die bepaling van hierdie ooreenkoms opgerig mag word sal gebruik word slegs vir die beoefening en ontwikkeling van die genoemde sport en die aktiwiteite wat gewoonlik daarmee in verband staan. Die Verhuurder sal die reg hê om die gebruik van die stuk grond, geboue en strukture te beperk gedurende sodanige ure en vir sodanige doeleindes as wat hy dit raadsaam mag ag. Die Huurder moet egter toelaat dat ander sportkodes op redelike tye die huurterrein gebruik, soos onderling ooreengekom tussen die betrokke sportkodes.

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Die Huurder sal nie grond en sodanige geboue en ander strukture wat bestaan of wat ooreenkomstig by die bepalinge van hierdie ooreenkoms opgerig mag, onderverhuur nie, uitgesonderd met die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder nie.

10.

Die Verhuurder moet die stuk grond hierby verhuur met geskikte materiaal omhein tot bevrediging van die Huurder.

11.

Die Huurder sal nie enige geboue en/of strukture op die grond oprig of laat oprig nie sonder die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder, of enige verbeterings of toevoegings aanbring aan enige geboue of strukture wat bestaan of opgerig word ooreenkomstig die bepalinge van hierdie ooreenkoms nie of enige aansienlike afwykings of veranderings aan die klubgronde aanbring nie sonder die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder nie.

12.

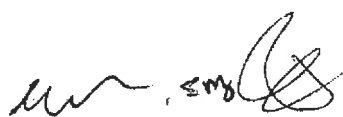
Toegang tot die grond deur die Huurder, sy lede, gaste, werknemers of persone wat dit gebruik met sy magtiging sal slegs langs sodanige paaie en ingange of op sodanige punte wees as waar toe skriftelik ooreengekom mag word deur die Verhuurder en die Huurder.

13.

Die Huurder sal nie enige omheininge, geboue en/of strukture wat op die eiendom is of hierna opgerig mag word, gebruik of toelaat om gebruik te word vir die vertoning van kennisgewings of advertensies van enige beskrywing hoegenaamd nie.

Aanwysings vir advertensiedoeleinde word slegs binne die stadium toegelaat, met die skriftelike toestemming van die Munisipale Bestuurder, en nie buite die heining nie. Geen verfwerk word toegelaat op die heining of geboue van die eiendom nie.



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14.

Geen bome wat op die eiendom groei sal afgekap of mee ingemeng word nie sonder die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder nie.

15.

Die Huurder sal ten alle tye verantwoordelik wees vir die bewaring van goeie orde, gedrag of beheer op die klubgronde en binne enige geboue en/of strukture daarop en sal nie toegelaat dat dit besoek word deur persone van slegte reputasie of karakter nie. Die gebruik van die huurbates mag nie lei tot enige oortas vir die publiek of bure nie.

16.

Die Huurder sal nie enige grond, klei, gruis, sand of ander materiale op of onder die oppervlakte van die eiendom verwyder nie, sonder die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder nie.

17.

Die Huurder onderneem om te alle tye die eiendom en alle geboue, omheinings en strukture daarop in 'n goeie toestand te hou en om dit geskik te hou vir die doel van die huur, daardie doel van hierdie is om deur middel van sy klub by te voeg tot die aantreklikhede van die dorp se omgewing. Die klub moet na wedstryde en geleenthede die gronde en fasiliteite opruim en skoonmaak. Vullis en rommel moet in swart sakke gepak word om weggeneem te word deur die Munisipaliteit op die normale dae van verwydering. Die Verhuurder moet die grasperke sny op voorwaarde dat die klub 7 dae kennis gee aan die Verhuurder dat die gras gesny moet word. Die klub moet die lyne op die sportveld self kalk op eie koste.

18.



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Die Verhuurder mag te alle tye deur sy amptenare en werknemers die eiendom of enige geboue of strukture daarop opgerig betree en dit ondersoek en mag 'n opname neem van alle gebreke of sake wat herstelwerk vereis waarvoor die Huurder verantwoordelik is soos hierin bepaal. Die Huurder sal binne 14 dae na ontvangs van 'n skriftelike kennisgewing van die Munisipale Bestuurder waarin hy versoek word om dit te doen die herstelwerk onderneem of die gebreke herstel. By versuim om dit te doen mag die Verhuurder die klubgronde, klubgeboue en klubstrukture betree en sodanige gebreke herstel en die bogenoemde herstelwerk uitvoer en die koste van die Huurder verhaal.

19.

Die Verhuurder behou die reg voor van vrye toegang, sonder kennisgewing, tot die grond vir soveel van sy amptenare en werknemers as wat nodig mag wees vir die doeleindes van inspeksie, instandhouding, hernuwing, skoonmaak, herstel en herbou van, of in verband met, vuil dreineringswerke, waterpype, vloedwatervore, elektriese kables of enige sodanige of ander Munisipale dienste wat die verhuurder in die toekoms in of oor die grond mag lê. Die Verhuurder behou die reg voor om sodanige dienste sonder kennisgewing daar te stel. Die Huurder sal nie oor sodanige dienste bou of dit verander of op enige wyse dit versteur nie, tensy met die uitdruklike skriftelike toestemming van die Ingenieur of sy uitvoerende amptenaar of die Munisipale Bestuurder ten opsigte van die betrokke diens en met behoorlike voldoening aan enige uitdruklike voorsorgmaatreëls. Indien enige werk wat instandhouding, opruiming, konstruksie, rekonstruksie of herstel meebring, nodig word moet die verhuurder tydens die uitvoer van sodanige werk so min moontlik ongerief aan die huurder veroorsaak, inagnemende die aard van die werk en die verhuurder sal die versteurde grond so na aan die oorspronklike toestand as redelik moontlik herstel, met dien verstande dat die Verhuurder nie aanspreeklik sal wees vir enige skade hoegenaamd wat opgedoen mag word deur die Verhuurder van genoemde werke nie.

20.

Indien die Huurder ontbind of ophou om te bestaan op enige tydstop gedurende die tydperk van die huurooreenkoms sal hierdie huurkontrak verval. In hierdie geval of by beëindiging van hierdie huurkontrak, vir watter rede ook al, sal die huurbates terugval na en berus by die Verhuurder. Indien die Verhuurder dit verkies in sy uitsluitlike diskresie mag die Huurder skriftelik toegelaat word om enige geboue en/of strukture wat deur die Huurder uit sy eie fondse op die grond ooreenkomsstig hierdie ooreenkoms opgerig mag gewees het, te verwyder. Indien die Huurder as klub, vrywil-



lige assosiasie of welke entiteit ookal ontbind, likwieder of ophou om te bestaan op enige tydstip gedurende die huurtermyn sal hierdie kontrak outomaties verval.

21.

Die Huurder sal by die beëindiging van hierdie huurooreenkoms die geboue en strukture en verbeterings op die eiendom in 'n bevredigende toestand teruggee en oorhandig aan die Verhuurder.

22.

Die Huurder vrywaar hiermee en hou die Verhuurder gevrywaar teen alle gedinge, stappe, eise en vorderinge, koste, skadevergoeding en uitgawes wat gehef, gebring of gemaak mag word teen die Verhuurder of wat die Verhuurder mag betaal, opdoen of afgaan as gevolg van enige nalatige handeling aan die kant van die Huurder, sy werknemer, gaste, spelers, lede of persone wat onder sy beheer handel.

23.

Die Huurder stel hierby onherroeplik vir alle doeleindes van en in verband met hierdie huur die dan diensdoende **Voorsitter van Baerisale Steers Rugby-Voetbalklub** aan om die **domicilium citandi et executandi** van die Huurder te wees en die diening van enige kennisgewing of enige geding aan die dan diensdoende **Voorsitter van Baerisale Steers Rugby-Voetbalklub**, sal beskou word as voldoende gedien te wees aan of op die Huurder. Enige regsdinge teen die Huurder mag, na gelang die Verhuurder mag verkies, aanhangig gemaak en gevoer word in die Hof van die Landdros te Swellendam en toestemming tot enige vermeerde jurisdiksie benodig vir daardie doel word hierby deur die Huurder gegee. Vir die doel van enige regsdinge teen of in verband met die huurder sal die **Voorsitter en Sekretaris** beskou word om in alle opsigte die wettige verteenwoordigers van die Huurder te wees, en mag dienooreenkomstig gedagvaar of vervolgt word. Die Huurder sal gebind word deur alle gedinge wat teen hulle ingestel mag word as sy verteenwoordigers, agente, bediendes of lisensiehouers.

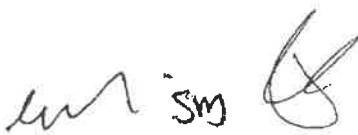
24.

Die **domicilium citandi et executandi** van die Huurder is tans:

Fisiese adres: BAHLIHLAARI BAERISALE

Posadres: BAHLIHLAARI BAERISALE



HJS  SM

201.

E-pos adres:

Kontaknommer: 078 762 7144

Indien enige van die bogenoemde inligting gewysig moet word, is dit die verantwoordelikheid van die Huurder om die korrekte inligting aan die Verhuurder te voorsien.

25

Nieteenstaande enige bepaling in hierdie ooreenkoms vervat mag die Verhuurder herbesit neem van die eiendom ter eniger tyd nadat **drie (3) maande** skriftelike kennisgewing te dien effekte aan die Huurder gegee is en mag die huur dienoreenkomstig gekanselleer word.

26.

Die Verhuurder sal ter eniger tyd die reg hê om deur die Direkteur Finansiële Dienste insae te hê in die boeke, rekeninge en rekords gehou deur die Huurder en die Huurder sal jaarliks finansiële state, vanaf 'n onafhanklike ouditeur, aan die Verhuurder voorlê binne ses (6) maande na die afsluit van die Huurder se finansiële jaar.

27.

Die Huurder het die reg om 'n lisensie te verkry en of te hou vir die verkoop van sterk drank op die eiendom en op of in enige geboue of strukture daarop, op voorwaarde dat daar voldoen word aan die toepaslike Wetlike bepalings ten opsigte van Dranklisensies / -handel en -verkope en die Munisipale Verordeninge ten opsigte van die dae en ure waarop drankverkope mag plaasvind en enige ander bepalings ten opsigte van die beheer oor drankhandel, -verkope en -verbruik. Die Sportvelde en klubgeriewe en die verkope van sterk drank mag nie later as 22h00 op enige dag duur nie. Die hoofhek moet om 22h00 gesluit wees.

28.

'n Aansoek om verlenging van die ure moet skriftelik met behoorlike motivering ingedien word en sal net in spesiale omstandighede deur die Munisipale Bestuurder en in oorleg met die Burge-meester toegestaan word.

29.



HJS m m sm G

202:

Die Huurder moet toelaat dat die Munisipaliteit die terrein gebruik vir publieke funksies waartoe die publiek toegelaat word, byvoorbeeld groot feeste of ander saamtrekke.

30.

Die Huurder is verantwoordelik om die sanitêre geriewe op die terrein skoon, netjies en in 'n werkende toestand te hou.

31.

Die Huurder sal nie sy regte onder hierdie ooreenkoms oormak nie of 'n gedeelte van die hele stuk grond onderverhuur nie, uitgesonder met die vooraf skriftelike toestemming van die Verhuurder gegee onder die handtekening van die Munisipale Bestuurder.

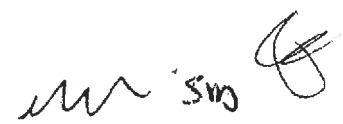
32.

Indien 'n geskil of kwessie te eniger tyd tussen die partye ontstaan oor die uitleg, betekenis of uitwerking van hierdie ooreenkoms of oor die regte, verpligtinge of aanspreeklikheid van beide partye daarkragtens, word sodanige geskil of kwessie of aangeleentheid of geding wat aldus aan die ooreenkoms onderworpe is, by arbitrasie besleg op wyse waarop daar ooreengekom word en by gebreke daarvan, ingevolge die bepalings van die Arbitrasiewet, 1965 (Wet 42 van 1965), soos gewysig.

33.

- 33.1 Indien die Huurder versuim wat betref enige betaling verskuldig kragtens hierdie huurkontrak of kontrakbreuk pleeg ten opsigte van die bedinge op enige ander wyse, en nalaat om so 'n versuim of kontrakbreuk reg te stel binne 7 dae na ontvangs van 'n skriftelike aanmaning dat dit reggestel word, is die Verhuurder geregtig, sonder benadeling van enige alternatiewe of addisionele aksie of remedie beskikbaar vir die Verhuurder onder die omstandighede, om hierdie huurkontrak sonder verdere kennisgewing met onmiddellike ingang te kanselleer, die eiendom en die Verhuurder se Toerusting terug te neem en van die Huurder skadevergoeding te verhaal vir die versuim of kontrakbreuk.



HJS  sm

203.

- 33.2 Klousule 33.1 moet nie vertolk word om die gewone regmatige gevolge van 'n kontrakbreuk van hierdie huurkontrak deur enigeen van die partye uit te sluit nie (behalwe enige sodanige gevolge wat uitdruklik uitgesluit is deur enige van die ander bepalings van hierdie huurkontrak) en in besonder enige reg van kansellasië van hierdie huurkontrak op grond van 'n wesenlike kontrakbreuk wat die kern van hierdie huurkontrak raak.
- 33.3 Indien die Verhuurder hierdie huurkontrak regsgeldig kanselleer het maar die Huurder die Eiendom bly okkupeer, met of sonder om die kansellasië te betwis, en voortgaan om betalings van Huurgeld en ander bedraë wat aan die Verhuurder betaalbaar sou wees indien die kansellasië nie plaasgevind het nie, aan te bied, kan die Verhuurder sodanige betalings aanvaar sonder benadeling van en sonder om die kansellasië te raak, in alle opsigte asof dit betalings was weens die skade gely deur die Verhuurder weens die onregmatige besetting deur die Huurder.

34.

Behoudens klousule 33 sal die Munisipaliteit geen opgradering van enige geriewe onderneem indien daar enige uitstaande gelde in terme van die ooreenkoms is nie. Op aansoek van die Huurder vir enige opgraderings sal die Huurder alle uitstaande gelde betaal alvorens enige opgraderings deur die Verhuurder oorweeg sal word.

35.

- 35.1 Hierdie is die volle ooreenkoms tussen die partye.
- 35.2 Nie een van die partye maak by die aangaan van hierdie huurkontrak staat op enige waarborge, voorstellings, openbaarmakings of meningsuitings wat nie in hierdie huurkontrak ingesluit is as waarborge of ondernemings nie.
- 35.3 'n Variasie of ooreengekome kansellasië van hierdie huurkontrak het nie enige krag of uitwerking nie, tensy dit op skrif gestel en deur albei partye geteken is.

36.

Die Verhuurder word nie geag van enige reg kragtens hierdie ooreenkoms afstand te gedoen het nie, indien hy uitstel van tyd verleen het of enige toegewing getoon het teenoor die Huurder, met betrekking tot enige betaling of nakoming hierkragtens.

37.



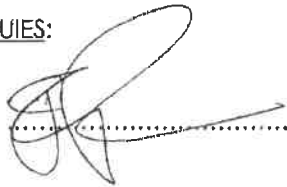
HJS  sm 

204.

Die Huurder is verantwoordelik vir alle uitstaande skuld, met betrekking tot vorige huurooreenkomste. Die voorgeskrewe kredietmaatreëls, ingevolge die kredietbeheerbeleid, gaan toegepas word. Daar is geen uitstaande skuld op die klub se rekening.

GETEKEN TE SWELLEN DAM OP HIERDIE 22^{de} DAG VAN SEPTEMBER 2021

AS GETUIES:

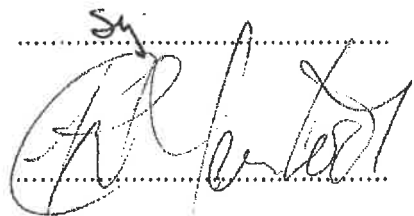
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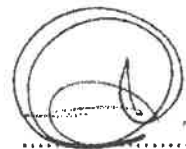

MUNISIPALE BESTUURDER

2.

GETEKEN TE BARRYDALE OP HIERDIE 20^{de} DAG VAN SEPTEMBER 2021

AS GETUIES:

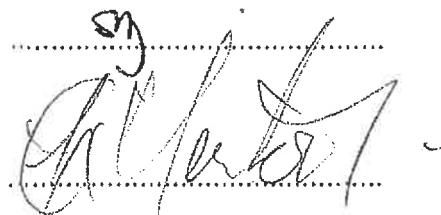
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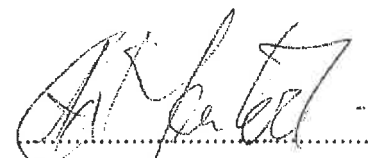

VOORSITTER

2.

GETEKEN TE BARRYDALE OP HIERDIE 20^{de} DAG VAN SEPTEMBER 2021

AS GETUIES:

1. 


SEKRETARIS/TESOURIER

2.

Vir wie dit mag aangaan

Die volgende beskadigings waargeneem:

1. Betonmure
2. Draadheining om speel veld
3. Planke op paviljoen
4. rioolpype

5. KRAG MUUR PROPE BINNE BUITENWEG.



206.

HJS

SM