

The Terms and Conditions of Hire should be read in full as your agreement on the application form and your payment on the invoice commits you and your organisation to accept and honour each condition.

Failure to comply with any of these conditions will result in your booking being cancelled by Council.

Breaches of the terms and conditions including providing misleading or incorrect information on applications may result in termination or forfeit of the Gallery bond.

YOUR BOOKING IS NOT CONFIRMED UNTIL AN APPLICATION HAS BEEN SUBMITTED AND APPROVED BY COUNCIL AND A DEPOSIT PAYMENT HAS BEEN RECEIVED.

1. GENERAL CONDITIONS OF USE

- a) The Hirer must be at least 18 years of age. You may be required to supply photo ID.
- b) The person who makes the Gallery booking is required to be at the premises or nominate a representative 18 years or older for the duration of the opening hours. The Gallery is unmanned by Council, and it is the Hirer's responsibility to supervise their own exhibition.
- c) The stated building capacity of 100 for the Creative Space must not be exceeded at any time. It is the Hirer's responsibility to ensure capacity is not exceeded.
- d) The hiring is personal to the Hirer. It cannot be assigned in whole or in part. This means that you cannot impart your responsibilities on to other parties or sub-hire to others.
- e) It is by the artist's own arrangement that any money transfer or selling takes place on the premises; Council does not take any responsibility.
- f) Cash or valuables should not be held on the premises.
- g) Council does not take any commission for the sale of any works.
- h) The Hirer must notify the Police immediately if there is any trouble with uninvited guests and report any undesirable or illegal activities that take place in or outside the Gallery for the hire period.
- i) The Hirer must not make any changes / additions or undertake any building works to the structure or grounds of the Gallery without prior written Council consent. This includes the use of nails and screws on the walls.
- j) It is the responsibility of the Hirer to ensure the health and safety of any and all persons in attendance.
- k) It is the responsibility of the Hirer to inspect the Gallery premises throughout the hire period to ensure its condition is safe and fit for the purpose of the hire. Any issues should be reported to Council as soon as possible.
- l) The Hirer must not remove or permit the removal of any furniture, equipment or contents from the Gallery without the permission of Council.
- m) The Hirer must not use the premises for any activity which may pollute the environment.
- n) No animals are permitted in Council premises, other than guide dogs for the visually impaired or registered companion animals and official animals of the NSW Police.

- o) The Hirer must respect the other users of the premises at all times. Studio space Hirers have access via the Gallery space to their studio, kitchen and bathrooms within the permitted usage hours.
- p) Council can enter the Gallery if required for general maintenance and inspections at any time without notice.
- q) In consultation with the Hirer, Council may request to hold workshops or meetings during their hire period outside the advertised opening hours.
- r) Facility must be kept in a clean and tidy state at all times and comply with Work, Health and Safety regulations.

2. PERIOD OF HIRE

- a) Bookings are for a minimum of 2 weeks and a maximum of 4 weeks, unless by other arrangement with Council.
- b) A minimum of 20 hours exhibition opening time is required each week.
- c) The Creative Space is available only from the booked commencement time of hire. Hirers must allow bump in and out time, including cleaning in the hire period stated on the hire application form. Early entry or failure to vacate the Facility at the end of the hire period may result in the loss of the Hirer's security bond, charges for cleaners, staff or repair and could also impact on other exhibition Hirers.
- d) Hours of use are between 7am and 11pm. Please be considerate of neighbours when entering and leaving the premises.

3. ALLOCATION OF GALLERY SPACE

- a) Council will allocate exhibitions to ensure the Gallery showcases diverse art forms and is accessible to different groups and individuals.
- b) Council will ensure that the space is accessible by multiple users and not dominated by individual groups to the detriment of others.

4. PUBLIC LIABILITY INSURANCE AND INDEMNITY

- a) Council maintains a public liability insurance policy which may provide coverage to Hirers in certain circumstances. Details are available on request.
- b) It is the Hirer's responsibility to ensure that artworks are suitably insured. Council's insurance does not extend to artworks.

5. FEES AND PAYMENT

- a) Fees and charges for all facilities are always determined annually by Council. For a full list of current fees and charges visit northernbeaches.nsw.gov.au.
- b) The Centre Booking Officers can only accept credit card and EFTPOS payments in person or credit card payment over the telephone. Please do not send credit card information to the booking officers or any other Council employee by email or fax.
- c) Customer Service located at Council's Civic Centre, 725 Pittwater Road, Dee Why, accepts cheque and cash payment in the event a credit card cannot be provided. Credit card payment is the preferred method of payment.

- d) Cheques will not be accepted within 14 business days of a booking.
- e) An emergency call out fee may be applicable if the call out is due to the Hirer's actions.
- f) If additional cleaning is required the cleaning charge per hour per cleaner will be charged. The cleaner is not responsible for daily tidying.
- g) Bond payments are accepted within 21 business days of the hire period commencement date by credit card and EFTPOS, in person or by credit card over the telephone.
- h) Refer to the fees and charges for the bond amount.
- i) Hirers are required to clean the Gallery and return it to its original state within the allocated booking time only. If additional cleaning is required Hirers are responsible for the full cost (which will be deducted from the bond). In the event of a dispute as to whether additional cleaning is required, the decision of Council will prevail.

6. CANCELLATION INFORMATION

- a) Hirers must give the Arts and Cultural Development Officer notice in writing of cancellation otherwise the applicable cancellation fee will apply.
- b) Council reserves the right to cancel bookings where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse environmental / weather conditions, major renovations or for Council use. Council will attempt to provide the Hirer alternate facilities. If the alternate offerings are not suitable the booking fee will be refunded.

7. BOOKINGS

- a) Hirers must state precisely the type of activity to take place and use the premises for that purpose.
- b) Bookings can be made up to 12 months prior to the commencement of the Gallery Hire.
- c) The Hirer is to use only the portion of the Gallery for which a fee has been paid. Hirers must adhere strictly to the agreed hiring hours. Setting-up and packing up time must be included in the hiring period as access to the premises cannot be guaranteed outside these hours.
- d) The Arts and Cultural Development Officer should be informed immediately in writing of any changes to booking information such as times, contacts, address for invoice etc. An administration fee may apply when a booking has already been confirmed in writing is amended.

8. KEYS AND ACCESS

- a) Keys may only be collected after the applicable bond has been paid and within 5 business days of the hire period commencing.
- b) The keys must be returned after completion of the hire period by the next working day during business hours to the Booking Office.
- c) Security keys are not permitted to be copied. If additional keys are required, the Hirer must contact the Booking Officer.
- d) The key issue fee will be charged for additional keys and replacement.

9. PROHIBITED ITEMS

- a) Open flames and fireworks are not permitted.
- b) Candles may only be used if secured in a suitable stand that minimises risk and prevents wax from dripping on tables or floors.
- c) Small amounts of flammable fluids and solvents are permitted on site if required for the purposes of the Hirer (e.g. paint, cleaning materials, solvents) on the conditions that:
 - It is a reasonable amount suitable for a few days' use.
 - They are stored in its original container (not old drink containers etc) with all labels and safety caps fitted and in good order.
 - They are stored in a suitable for purpose child and flame proof cabinet.
 - Material Safety Data Sheets (MSDS) are up to date, accessible and kept on site.
 - Spills are cleaned up immediately and in a safe manner, with larger spills reported to the relevant authority.
 - They are kept away from flame or heat sources.
 - Hirers provide their own first aid kit.
 - All materials are correctly disposed of in an environmentally acceptable manner. No wax, paint, solvents, or oil based materials are to be poured down the drain or onto the garden of the building (where applicable).
- d) Total Fire Bans must be observed in the surrounding grounds of the venue when in force.

10. EMERGENCIES

- a) If an emergency arises after hours, such as a power failure, blocked plumbing, etc, please phone Council's 24 hour number 9942 2111.
- b) If an after-hours call-out is made to Council for a matter other than an emergency or the issue has arisen from the Hirer's actions, the Hirer may be charged the emergency call out fee. For emergencies call 000 first.

11. SAFETY AND ACCIDENTS

- a) The Hirer must familiarise themselves with the emergency exits, fire extinguishers, fire hoses and facility evacuation procedures in case of an emergency.
- b) The Hirer must ensure that all exit doors and access to fire equipment are kept clear.
- c) The Hirer should fully familiarise her / himself with any safety information provided by Council.
- d) The Hirer must not place any substance on the floors that would alter or damage the surface.
- e) The Hirer is responsible for ensuring that fire equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.
- f) The Hirer should provide their own first aid kit.

12. FURNITURE AND EQUIPMENT

- a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period. All furniture should be returned to the store location or left where it is found ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the Gallery is an approximate number only and may vary. Council reserves the right to remove / replace as it deems necessary. If the Hirer requires additional furniture and equipment to those available then it is the Hirer's responsibility to organise.
- c) Furniture and equipment must be carried, not dragged on the floor. A special chair trolley is available.
- d) All electrical equipment brought in by Hirers must be tested and tagged by a qualified electrician. This is a Council regulation and any items left in the Gallery untagged will be removed.
- e) It is the Hirer's responsibility to ensure that all furniture and equipment brought in externally for a function/ activity is removed prior to the end of the hire period. Failure to remove such equipment may result in the levying of a further fee.
- f) If equipment, furniture or art are left at the Gallery after the hire period, Council reserves the right to remove them, and if not claimed, to dispose of them.

13. CLEANING AND VACATING THE GALLERY

- a) Hirers are required to bring their own cleaning materials, sponges, tea towels and garbage bags for extra rubbish.
- b) Hirers are responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, and sinks, removing all personal equipment and food, mopping up spills and sweeping / static mopping the floor.
- c) Gallery hooks and cables, moveable walls and plinths may be left in place for the next Hirer, unless otherwise arranged by Council.
- d) Rubbish is to be placed in bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the Hirer is responsible for removing their waste or any overflow from the Gallery.

14. BANNERS AND SIGNS

- a) Council's 'Signs at Community Centre Policy' states that individual signs on Community Centres advertising user groups are not permitted.
- b) A display frame will be provided by Council where hiring artists can display exhibition posters if required.
- c) During the period of the exhibition you may place a banner on the back deck rails of the space and at your own risk. Banner space may be available at other permitted banner sites. Contact Council if interested.
- d) Gallery feather banners and a timber A-frame are to be taken out and brought in each day.

15. BUILDING SECURITY

Before leaving the premises Hirers must:

- a) Turn off all lights (including in the toilets and rear deck), heaters, cooking appliances etc.
- b) Check that all doors and windows are locked including the toilets. If you leave it is your responsibility to ensure that the Gallery is secure. If you have problems locking the building, telephone the Booking Office during business hours or 9942 2111 after hours.

16. DAMAGE / BREAKAGES / LOSS OF PROPERTY

- a) The Hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings, contents and grounds that take place within their hire period. Any damage must be immediately reported to the Booking Office.
- b) The Hirer is responsible for reporting any damages, breakages to the building, its fittings, contents and grounds which exist at the commencement of the hire period.
- c) The Hirer is responsible for reporting health and safety hazards.
- d) Council does not accept responsibility for the loss or damage of Hirer's property. Any equipment, property or art work left in the Gallery, is left at the Hirer's own risk.

17. PARKING

- a) The Hirer should ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Hirers are advised not to leave valuables in vehicles.

18. SMOKE-FREE ENVIRONMENT

Council policy prohibits smoking in all Council facilities or within 10 metres of entrances. The Hirer is responsible for ensuring that this policy is adhered to.

19. ALCOHOL

- a) Permission may be granted for the consumption of alcohol by those over 18. Hirers are reminded of their legal obligation to ensure that liquor is not consumed by those under 18 years of age and their obligations under the Responsible Service of Alcohol laws.
- b) Alcohol is not permitted to be sold at the Creative Space as this requires a liquor licence.

20. NOISE, NEIGHBOURS AND MUSIC

- a) Please consider the interests of the Gallery's neighbours at all times. Activities at the Gallery should not overly impact on local residents or other park users.
- b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of either a Council official or the police will result in the function being stopped.
- c) If commercial recorded music is used in the Gallery by Hirers it is the responsibility of the Hirer to comply with all copyright and APRA requirements.
- d) All music or amplified sound must cease at 10pm and comply with environment regulations.

21. MARKETING AND ADVERTISING

- a) It is the primary responsibility of the Hirer to promote and advertise their activities and services, including Council's What's On calendar. All promotion activities provided by the Council are subject to continuous review, and changes will be made as and when necessary.
- b) Marketing material should acknowledge Northern Beaches Council as a sponsor (for the provision of subsidised gallery space) with written (in case of media and social media material) and logo inclusion on all promotional material (social media, banners, flyers, posters etc). Suitable branding copy and logos will be provided.

Please retain a copy of the Creative Space Gallery Terms and Conditions of Hire for your records.

Change control of this document

Last updated: June 2017

Next review date: 2019