

# GALLERY TERMS OF USE

## 1. APPLICATION

These Terms of Use shall apply to the use of facilities at Council's Gallery, Town Hall, corner Glen Eira and Hawthorn Roads, Caulfield, Victoria. The Council Gallery is referred to in the Terms of Use as the 'venue'.

## 2. HIRER

In these Terms of Use, the 'hirer' means the person or organisation, association or other entity that has applied to hire the venue. Where the hirer is an organisation, association or other entity, the person who makes the application is jointly and severally liable together with the organisation to ensure compliance with these Terms of Use including with respect to the payment of fee and costs.

## 3. GALLERY HIRE ON-LINE APPLICATION FORM

The hirer must complete and submit an on-line application form at the time of applying to hire the venue. Where an application is made on behalf of an organisation, the person who makes the application must certify that he/she has the necessary authority to make the application and include his/her personal contact details as well as those of the organisation on the Gallery hire application form.

## 4. CONFIRMATION OF HIRE

Hire of the venue is not confirmed until the hirer has received confirmation in writing from Council that the application for the hire of the venue has been successful and the hire fee has been paid in accordance with clause 5.

## 5. FEE

- 5.1 The hirer must pay 50% of the full hire fee within fourteen (14) days of receipt of a written confirmation of the booking from Council. The remaining 50% of the hire fee must be paid no later than thirty (30) days prior to the start date of the hire period.
- 5.2 Failure to pay the hire fee in accordance with clause 5.1 will result in the cancellation of the hire booking.

## 6. CANCELLATION

- 6.1 Where notice of cancellation of the booking is given by the hirer six (6) months or more before the start date of the hire period a full refund of any hire fee already paid will be made.
- 6.2 Where notice of cancellation of the booking is given by the hirer less than six (6) months before the start date of the hire period, there will be no refund of any hire fee paid.
- 6.3 Where a hire booking is cancelled at any time before the hire period, any security deposit paid will be refunded in full.
- 6.4 Notwithstanding any other provision of these Terms of Use and regardless of whether Council has confirmed in writing that an application for hire of the venue has been successful, Council expressly reserves the right to cancel venue hire at any time or to refuse to accept an application for the hire of the venue, in circumstances where the venue is required for Council use or where Council reasonably considers the proposed hire will be detrimental to Council or a third party, in which case a full refund of all monies paid will be made. Council also reserves the right to cancel any booking in circumstances where the hirer has submitted false or misleading information in its application form or otherwise.
- 6.5 In addition to the circumstances referred to in clause 6.4, Council may at any time withdraw from the hirer, either permanently or for a period of time the use of the venue or part thereof in the event of any breach of these Terms of Use or in the event of an emergency or security issue.

## 7. SECURITY DEPOSIT

- 7.1 A security deposit of \$500 for full venue hire and \$250 for half venue hire is payable by the hirer three (3) months prior to the date of commencement of the hire. The security deposit is to be held as security against any damage caused to the venue and/or any other breach of these Terms of Use. The security deposit is additional to the hire fee payable.
- 7.2 Subject to clause 7.3, a refund of the security deposit will be made within twenty one (21) days of the conclusion of the hire or following a cancellation of a booking under clause 6.
- 7.3 Deductions may be made by Council from the security deposit for any reasonable cause including but not limited to:
  - 7.3.1 Damage caused by the hirer, its employees, agents, contractors or invitees to the venue or any venue fitting, fixture or furniture including any part of the Town Hall or any Town Hall fitting, fixture or furniture not comprising the venue and not the subject of hire;
  - 7.3.2 Cleaning costs, including costs of a professional cleaner, where the venue or any part of it has been left in an unclean condition;

7.3.3 The removal, disposal or storage of any property left at the venue by the hirer or any person attending at the venue during the hire period with the express, implied or apparent authority of the hirer; and

7.3.4 Any costs and expenses incurred as a result of a breach of any of these Terms of Use by the hirer, its employees, agents, contractors or invitees.

7.4 Where the amount of the security deposit is not sufficient to cover the sums payable, pursuant to these Terms of Use, the hirer will be liable to pay the difference within thirty (30) days of receipt of an invoice from Council.

## **8. INSURANCE**

8.1 The hirer must during the period of hire hold current public liability insurance with an insurer acceptable to Council and with minimum coverage per event of \$20,000,000 (twenty million dollars).

8.2 If the services of a professional caterer are utilised, the hirer must provide evidence of the caterer's public liability and product liability insurance with a minimum coverage per event of \$20,000,000 (twenty million dollars).

8.3 If the services of a third party (other than catering) are utilised, the hirer must consult with Council who will advise of any insurance required by that third party.

8.4 Council's consent to use the venue is conditional upon proof of required insurances in the form of copies of certificates of currency being submitted to Council at least ten (10) working days prior to the start date of the hire period.

8.5 Notwithstanding clauses 8.1 to 8.4, Council may, at the request of the hirer, and in its absolute discretion, arrange for the hirer to be covered under a Council-purchased public liability insurance policy, subject to the satisfaction of eligibility criteria and to the terms, conditions and exclusions of the policy. The hirer will be advised following Council's confirmation in writing that an application for the hire of the venue has been successful whether or not a request for such insurance has been successful.

8.6 Where Council does arrange for the hirer to be covered under a Council-purchased policy as referred to in clause 8.5, and an event occurs which may give rise to a claim, the hirer should in the first instance contact Council's Gallery Co-ordinator/Curator on ph:9524 3333.

8.7 For the purposes of any claim made pursuant to clause 8.6, the hirer acknowledges and agrees that Council's responsibility will only extend to facilitating the lodgment of a claim and that Council will not be obliged to participate in any dispute the hirer may have with the insurer of the policy referred to in clause 8.5. Council will not under any circumstances either reimburse the hirer for the payment of any deductible, nor pay the hirer a sum equivalent to the amount of any amount denied or reduced under the hirer's claim.

8.8 The hirer acknowledges and agrees that Council is not responsible for any loss or damage, howsoever caused, to any property whatsoever, belonging either to the hirer or the hirer's staff, employees, contractors and invitees. Insurance for non-Council property is entirely the responsibility of the hirer.

8.9 The hirer must also ensure that it has the benefit of an insurance policy to cover the hirer's personal property and the property of its members, visitors or invitees in the facility, as Council insurance does not cover this property. Council recommends the hirer should consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

## **9. LIABILITY AND INDEMNITY**

9.1 To the extent permitted by law, Council is not liable to the hirer or any third party for any loss, damage, claim or expense (loss) whatsoever suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the hire or use of the venue, except to the extent that such loss is caused or contributed to by the negligent acts or omissions of Council, its employees or agents.

9.2 Council will not be responsible for any indirect or consequential loss that the hirer may suffer, including without limitation, lost profits, lost revenues or lost opportunities, loss of goodwill or loss of reputation.

9.3 The hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, staff, employees and contractors and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought, made or claimed against it, or any of them, arising out of or in relation to, the hirer or its employees, agents, contractors, licensees, or invitees use of the venue or in relation to the cancellation of hire of the venue by Council, except to the extent that it arises out of any negligent act or omission of Council, its employees or agents.

## **10. PURPOSE OF USE**

Council facilities are multi-purpose. Council does not warrant that the venue is suitable for any or any particular purpose and the hirer shall make its own judgement as to suitability for its purpose both overall and prior to, on each occasion, using the venue. The hirer is referred to and must comply with clause 17.7 of these conditions in relation to inspections.

## **11. SERVICE AND CONSUMPTION OF ALCOHOL**

- 11.1* If the hirer is a School, alcohol must not under any circumstances be served or consumed at the venue.
- 11.2* If the hirer is not a School, alcohol must not be served or consumed unless a liquor licence and or local law permit has first been obtained, if required. The hirer must make its own enquiries to the Victorian Commission for Gambling and Liquor Regulations in this regard.
- 11.3* The sale of liquor is not permitted at any time.
- 11.4* Under Council's *Local Law 2009*, a permit is required for the supply and consumption of alcohol where more than forty (40) people are in attendance. The hirer must obtain a permit from Council's Civic Compliance Unit in such circumstances.
- 11.5* Copies of relevant permits/licences must be submitted to Council at least seven (7) days before the commencement date of the hire.

## **12. PREPARATION AND SERVICE OF FOOD**

- 12.1* Food must not be sold at the venue. Where the hirer uses the services of a professional caterer, the caterer must have a fixed registration with a council pursuant to the *Food Act 1984*.
- 12.2* Food may be prepared and/or served at the venue only from appropriate areas and utilising equipment provided (if any) for that purpose at the venue and otherwise in accordance with the *Food Act 1984*.
- 12.3* Copies of relevant registrations must be submitted to Council at least seven (7) days before the commencement date of hire.

## **13. GENERAL Terms of Use**

The hirer:

- 13.1* Must not use smoke machines, gas bottles, candles or naked flames of any sort at the venue, which includes the use of naked flames for the purposes of kosher sterilisation of any kitchen areas comprising the venue;
- 13.2* Is responsible for the costs associated with the Metropolitan Fire Brigade attending the venue as a result of a breach of these Terms of Use or any act or omission of the hirer, its employees, contractors, agents or invitees;
- 13.3* Must not use at the venue streamers, confetti (including spray confetti), rice or any other articles advised by Council officers to be unacceptable;
- 13.4* Must not carry on any activity at the venue which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable;
- 13.5* Must not cause inconvenience to nearby residents or other users of the Town Hall and must leave the venue in a quiet and orderly manner so as not to disturb others;
- 13.6* Must vacate the venue at the conclusion of the hire in accordance with the time limits provided;
- 13.7* Acknowledges that smoking is strictly forbidden inside the venue and on verandas, porches, balconies and courtyards of the venue and must ensure that smoking does not occur in breach of this clause;
- 13.8* Must not use any cooking appliances in the venue or on any surrounding grounds or other external areas of the venue;
- 13.9* Is responsible for the conduct and behaviour, including compliance with these Terms of Use, of all its staff, employees, contractors, agents, licensees and invitees;
- 13.10* Must not attach posters or advertising material of any description to any surface of the venue. Banners and/or signage to promote the hirer's exhibition which have been approved in writing by Council officers no less than thirty (30) days prior to the start date of the hire period may be affixed to an agreed and specified portion of the fence outside the portico entrance to the Town Hall which runs alongside Glen Eira Road on the date of commencement of the hire;
- 13.11* Subject to clause 13.10, must not pierce any floor, wall or other part of the venue or any fitting or fixture therein whether by the use of nails, tacks, screws or otherwise;
- 13.12* Is responsible for, and must make good, any loss or damage occasioned to the venue or any other area of the Town Hall including furniture, fittings or other property during the period of the hire;
- 13.13* Is solely responsible for the provision and arranging of first aid or medical services in connection with the hire;
- 13.14* Must observe all statutory rules and regulations applicable to the hire, including without limitation, Glen Eira City Council's *Local Law 2009*;
- 13.15* Acknowledges and agrees that the venue's kitchen area is a shared facility and exclusive use of the venue's kitchen area is only available to the hirer on the opening night of the hirer's exhibition with use of the venue's kitchen area thereafter subject to availability;

- 13.16 If an emergency call out of Council officers is instigated by the hirer which is not deemed to be an emergency by Council acting in its absolute discretion, the cost of the callout will be charged to the hirer;
- 13.17 Must permit access to any Council officer or employee to the venue during the period of hire if required to do so; and
- 13.18 Must advise Council of any property loss or damage, or incident involving death or personal injury, as soon as practicable after any such occurrence and complete an incident form as soon as practicable thereafter.

#### **14. GENERAL TERMS OF USE RELATING TO AUDIO/VISUAL/LIGHTING EQUIPMENT**

The hirer:

- 14.1 Must obtain prior written consent from Council officers for the use of Council's audio/visual/lighting equipment;
- 14.2 Must ensure that all non-Council audio/visual/lighting equipment brought into the venue is certified and tagged appropriately in accordance with the relevant Australian Standards within the last twelve (12) months by a suitably qualified electrician;
- 14.3 Must ensure that any audio/visual/lighting equipment brought into the venue is able to operate independently of Council's equipment. The alteration of or patching in to Council's equipment is strictly prohibited; and
- 14.4 Acknowledges that Council officers are not responsible for the operation of non-Council audio/visual/lighting equipment during the period of hire or for the handling or setup of any non-Council equipment brought into the venue.

#### **15. ELECTRICITY APPLIANCE TESTING**

- 15.1 Council will ensure the testing and tagging of all Council provided electrical equipment within the venue is in accordance with Australian Standard AS 3760.
- 15.2 The hirer must ensure that such tags are not removed or interfered with and will report any equipment without tags.
- 15.3 The hirer must ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the venue bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

#### **16. GENERAL TERMS OF USE RELATING TO EXHIBITIONS**

The hirer:

- 16.1 Must confirm with Council officers requirements for the hirer's use of venue equipment including, but not limited to, plinths, display cases, furniture, microphone, staging, podium, glassware and kitchen facilities, prior to the start of the hire period;
- 16.2 Specifically acknowledges that the hirer understands the hanging system for works in the venue and must confirm the hirer's specific hanging or installation instructions in writing to the Gallery Co-ordinator/Curator no later than thirty (30) days prior to the start date of the hire period. All framed works must be ready for hanging on the venue hanging system. Two (2) secure D-rings must be fixed to the back of all framed works prior to delivery to the venue;
- 16.3 Acknowledges that the hanging or installation of the hirer's works will be carried out by Council officers in collaboration with the hirer and subject to the hirer's compliance with clause 16.2 and the hirer agrees to properly prepare all works to the satisfaction of Council to enable them to be safely installed or hung in the venue;
- 16.4 Acknowledges that the delivery of artworks and installation of the hirer's exhibition will commence at the discretion of Council:
  - 16.4.1 At 9am on the Monday morning of the commencement of the scheduled exhibition hire period (with the exception of the Monday falling on a public holiday); or
  - 16.4.2 At 1pm on the Monday of the scheduled exhibition hire period (where a Council curated exhibition precedes the hire period and is being de-installed in the Gallery).
- 16.5 Acknowledges that the hirer is responsible for de-installing their own exhibitions and arranging for their works to be collected and removed from the venue on the last Sunday of their exhibition from 5-9pm;
- 16.6 Acknowledges that freestanding works will be displayed by Council officers in collaboration with the hirer and subject to the hirer's compliance with clause 16.2 in venue display cabinets or on plinths;
- 16.7 Acknowledges that works will not be rehung or redisplayed and lighting will not be adjusted once the hanging or installation of the hirer's works has been completed and approved by Council's Gallery Co-ordinator/Curator;
- 16.8 Agrees not to remove any works from the venue prior to the end date of the hire period without the approval of the Gallery Co-ordinator/Curator;
- 16.9 Acknowledges that the venue's opening hours are Monday to Friday from 10am to 5pm, Saturday and Sunday from 1pm to 5pm and is closed on all public holidays;

- 16.10 Agrees that it is the hirer's responsibility to attend, or arrange for its representative to attend, the venue during the weekend opening hours specified in clause 16.9 and to comply with the Weekend Procedure set out in Schedule Two;
- 16.11 Acknowledges that Council officers will not act as agents or be otherwise involved in the sale of the hirer's works;
- 16.12 Agrees to comply with and ensure compliance with all Council parking restrictions and acknowledges that parking is not permitted within the portico of Town Hall other than for the unloading and loading of the hirer's works;
- 16.13 Acknowledges that publicity and/or advertising in respect of the hirer's exhibition over and above an exhibition line listing in the Art Almanac or Art Guide Australia is the responsibility of the hirer, and agrees to liaise with the Gallery Co-ordinator/Curator no less than sixty (60) days prior to the start of the hire period with details of any requirements in relation to mail outs to galleries and other free publicity listings or press releases;
- 16.14 Acknowledges that the gallery hirer is responsible for preparing and distributing press releases to the media. The Council's Gallery Coordinator/Curator can provide advice and must approve the content of the hirer's press release prior to it being circulated to the media;
- 16.15 Acknowledges that exhibition invitations, catalogues, advertising and signage are the responsibility of the hirer and that all invitations, catalogues, advertising, signage must be approved by the Gallery Co-ordinator/Curator no less than sixty (60) days prior to the start of the hire period;
- 16.16 Must email two (2) high resolution jpg images in portrait format (300 dpi), image captions, any logos, a title and a description of their exhibition to the Gallery Co-ordinator/Curator seven (7) months prior to the commencement of their exhibition, to be used in association with the marketing of the exhibition including e-invites, gallery program, What's On e-newsletter and website;
- 16.17 Acknowledges that the hirer is responsible for photocopying or printing any exhibition catalogue price lists or printed material associated with their exhibition;
- 16.18 Is responsible for all return freight costs associated with their exhibition; and
- 16.19 Council has the right at its complete discretion to reject or remove any artworks that are deemed inappropriate, offensive or unsuitable for display.

## **17. COMPLETION OF USE**

On the completion of the hire period, the hirer:

- 17.1 Must ensure that the venue is left in a clean and tidy condition, including that all kitchen surfaces, appliances, equipment, crockery and glassware are thoroughly cleaned;
- 17.2 Must immediately remove from the venue any property, (including, without limitation, any of the hirer's works unsold or otherwise, equipment, decorations or personal effects) brought onto the venue during or for the purposes of the hire by any person and make good any damage to the venue caused by the removal of such property;
- 17.3 Acknowledges that any non-Council property not removed from the venue following the conclusion of the hire, shall be treated as abandoned and may be disposed of as Council considers fit;
- 17.4 Must ensure that all rubbish is placed in the bins provided or is removed from the venue;
- 17.5 Must promptly report any damage or spillages to Council officers and acknowledges that the hirer is responsible for the cost of glassware breakages in the sum of \$5 per item;
- 17.6 Must vacate the venue at a time to be agreed with the Gallery Co-ordinator/Curator and acknowledges that time must be allowed for packing up or dismantling within the hire period; and
- 17.7 Must notify Council officers to arrange an inspection of the venue and must ensure that such inspection takes place prior to the end of the hire period.

## **18. BREACH**

- 18.1 Any breach of these Terms of Use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the booking of the venue being withdrawn, the security deposit being withheld or further applications for hire by the hirer not being accepted. This clause does not limit to any extent the available actions Council may have for breach of these Terms of Use.
- 18.2 The hirer must pay any legal and other relevant costs incurred by Council as a result of a breach by the hirer of any of these Terms of Use.

## **19. EMERGENCY PROCEDURES**

- 19.1 If an emergency occurs at the venue, it is the responsibility of the hirer to inform Council immediately on 9524 3333.
- 19.2 The fire and security systems at the venue are under the control of Council's facility services officers. In the event of an emergency or security issue, the hirer must obey the directions of Council staff.
- 19.3 The hirer is required to familiarise themselves with the building's emergency procedures. This includes locating the emergency map on display in the building and the nominated external assembly area. Should an emergency arise, the hirer must evacuate the building via nearest safe exit or designated exit and if possible, warn other occupants within the building. If appropriate, the hirer must proceed to the nominated assembly area and contact emergency services via telephone on 000 and give details.

## **20. INAPPROPRIATE BEHAVIOUR**

- 20.1 Offensive or inappropriate behaviour within the venue is prohibited. The hirer's booking may be terminated if any offensive or inappropriate activities take place on Council property.
- 20.2 The hirer acknowledges that the use permitted by these Terms of Use is governed by Clause 404 of Council's Local Law which provides as follows:

"Inappropriate behaviour on Council Land and Roads

404. Behaving in an offensive or disorderly manner on Council Land or Roads contrary to the Code of Conduct as adopted by Council from time to time.

Direction – A direction issued under clause 403 in respect of a breach of this clause may include, but is in no way limited to, a direction to offenders to cease the use or activity and/or leave the Council Land or Road.

Penalty: 3 penalty units

(Refer to Schedule One for Code of Conduct in reference to Clause 404 of Council's Local Law)

# SCHEDULE ONE

## CODE OF CONDUCT

**POLICY NUMBER:** Council Policy 12.10

**ADOPTED BY:** Glen Eira City Council

**DATE ADOPTED:** 24 November 2009

**REFERENCE IN LOCAL LAW 2009: Clause 404**

### 1. Objective

To set out a code for appropriate conduct on Council Land, Council Premises and Roads with the Municipal District.

### 2. Policy

2.1 A person must not, on Council Land Council Premises or a Road behave in an offensive or disorderly manner, which includes but is not limited to: -

- a) behaving in an indecent, offensive, insulting, threatening or riotous manner;
- b) using indecent, offensive, insulting, threatening or abusive language;
- c) acting in a manner that endangers any other person;
- d) interfering with another person's use and enjoyment of any part of the Council Land, Council Premises or Road;
- e) engaging in rough or boisterous play or conduct;
- f) acting in a manner contrary to any restriction or prohibition contained in the inscription on a sign erected or authorised by the Council at, on or in the Council Land, Council Premises or Road;
- g) except for a child under the age of six years in the care of a responsible person of the opposite gender, entering or using any dressing room, shower, convenience or other area which has been appropriated for persons of the opposite gender;
- h) obstructing, hindering or interfering with any member of staff or representative of the Council in the performance of his or her duties.

2.2 The following persons may give directions in relation to the conduct of persons in or on relevant Council Land, Council Premises or a Road:-

- a) an Authorised Officer of Council; or
- b) a member of staff or representative of the Council or firm engaged by Council in control of the relevant premises.

2.3 A direction under clause 2.2 may include, without limitation and whether or not a fee for admission to the premises has been paid, a direction to leave the premises. A person to whom a lawful direction is given under clause 2.2 must comply with the direction.

2.4 A person who behaves in a manner or carries out a matter or activity contrary to this Code of Conduct may be guilty of an offence under clause 404 of the Glen Eira City Council Local Law 2009.

# SCHEDULE TWO

The hirer must arrive at the portico entrance of the Council building in Glen Eira Road at 1pm on the Saturday and Sunday of the Gallery hire period and then telephone the Facilities Officer on 0418 524 717 who will provide access to the Gallery. The hirer must call the Facilities Officer at 5pm on the Saturday and Sunday of the Gallery hire period who will alarm and close the Gallery.