

## Art Centre Venue Hire Agreement

The Art Centre is an ideal space for community groups, workshops, and presentations. The two studio rooms can each be configured in several ways, holding up to 60 people (lecture style) or 24 people (workshop style).

### CONDITIONS OF HIRE

#### Definitions

- a) **Council:** Refers to Central Coast Council, situated at 2 Hely Street, Wyong NSW 2259 & 49 Mann Street Gosford NSW 2250
- b) **Gosford Regional Gallery:** Refers to the Premises at 36 Webb St, East Gosford NSW 2250
- c) **The Hirer:** Refers to the person named on the agreement attached hereto.
- d) **Art Centre:** Refers to the facility named on the agreement attached hereto, including Studio two and three, the small meeting room and the terrace both internally and externally.

**THIS AGREEMENT is entered into between Council and the Hirer. This Agreement will commence from and continue to, the dates set out on the agreement attached hereto.**

Council and the Hirer have agreed that the Art Centre will be hired by the Hirer on the following terms and conditions:

#### **1. The Hirer**

- a) The Hirer must be 21 years of age or over and must provide proof of age.
- b) If the Hirer is hiring the Art Centre on behalf of a registered or incorporated organisation, they must possess and provide a copy of their Certificate of Currency for Public Liability Insurance. A minimum coverage amounts of \$20 million is required and an active ABN and/or ACN number.
- c) The Hirer must provide at least one contact with a mobile phone and email address for communication purposes

#### **2. Approved Use of the Art Centre**

- a) The Hirer must disclose the intended use of the Art Centre.
- b) Council have the authority to deny access to a hirer where the activity is considered inappropriate for the venue.
- c) The function must not be openly and/or publicly advertised without prior, written consent from Council. This includes advertising via the internet including social media and forums.

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### **3. Fees and Charges**

- a) The Hirer must pay the total outstanding invoice within 30 days of the issue date.
- b) Once an invoice is issued the booking is a confirmed booking.
- c) All fees and charges are adopted annually by Council and are subject to change each financial year.

**Payment methods are listed on the Tax Invoice supplied to you by the booking officer.**

### **4. Deposit**

The hirer must pay a 25% deposit on the hire fee within 30 days of the issue of the invoice to confirm their booking.

### **5. Cancellation policy**

Notification of changes to dates/ times must be made to the Gosford Regional Gallery five (5) business days prior to the scheduled function.

Cancellations with less than two months' notice will forfeit their deposit.

The hirer acknowledges that upon termination of agreement, they will be required to leave the areas occupied by them in a clean, undamaged condition. Failure to do so will result in the forfeiture of the deposit. Reimbursement will be sought for any additional costs over and above the deposit.

### **6. Access and Opening Hours**

Access to the Art Centre will only be permitted once this agreement has been completed, hire fees have been paid in full and a copy of the Public Liability Insurance Certificate of Currency has been provided to Council (if applicable).

The hirer will be provided with access to the spaces booked and if needed given access to information for the alarm system upon commencement of the hire period.

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### **7. Cleaning/Waste Disposal**

It is the responsibility of the hirer to ensure that the space is left in a clean and tidy condition after each hire, including but not limited to:

- a) Sinks and Toilets are to be left clean
- b) Any mess and spills are to be swept and mopped
- c) All rubbish is to be collected and disposed of.

No additional time, outside the hire period, as stated on the agreement form, will be given to the Hirer to clean the Art Centre. The Hirer must factor in cleaning of the Art Centre within the hire period.

### **8. Fire and Safety**

- a) The Hirer must familiarise themselves with the Art Centre's displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the Art Centre.
- b) The Hirer and any attendees are not permitted to smoke within 10m of the Art Centre or surrounding grounds (gardens, terrace, carparks) and within 30m of playgrounds.
- c) The Hirer must inform Council if the fire extinguishers have been used in any way, during their use of the Art Centre.
- d) The emergency contact number is "000" should the Police, Ambulance or Fire Brigade be needed. First aid kits are not supplied; hirers may wish to consider bringing a first aid kit of their own. If the emergency services attend for any reason due to the hirer/hiring, the full cost plus any administration charges will be paid by the hirer. In the event of an accident or emergency the hirer shall contact Gosford Regional Gallery reception on 4304 7550.

### **9. Electrical Equipment**

- a) Any appliances brought to the Art Centre by the Hirer, is responsible to have all electrical items electrically tested and tagged annually in accordance with council requirements & must not exceed the power ratings of the Art Centre's power outlets.
- b) The Hirer is not permitted to change or interfere with the electrical systems at the Art Centre, including the lighting and the air conditioning in the Art Centre, without prior approval of Council.

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### **10. Child Protection Legislation**

The Hirer warrants to Council that:

- a) It has or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "the Child Protection Legislation" and, in particular, will comply with those obligations during the term of this Agreement.
- b) It does hereby, and shall forever, indemnify Council from and against all claims, demands, actions and suits (and costs thereof calculated upon an indemnity basis) arising out of a breach by the hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contained.
- c) It will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.
- d) He/she is not a prohibited person within the meaning of the Child Protection Legislation.
- e) Insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child Protection Legislation.

### **11. Personal Property/Storage**

- a) All goods and items brought to the Art Centre by the Hirer are the personal responsibility of the Hirer.
- b) Any items brought into the venue for the hire must be removed entirely from the premises at the end of the booking where storage rooms or cupboards have not been allocated
- c) Council does not accept liability for any damage or loss sustained to goods and items of the hirer.
- d) All goods and items brought to the hall by the Hirer are excluded from Council's insurance policy coverage.
- e) Council is not liable and will not compensate the Hirer or any attendees for the loss or damage of any goods or equipment of the Hirer or attendees, or any subsequent loss or damage caused arising from the use of the Art Centre.



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### **12. General Obligations of the Hirer**

- a) Trestle tables and chairs can be moved and configured to suit the Hirers needs however moving the tables/chairs is the responsibility of the Hirer and set up of the room must be considered when making bookings.
- b) The Hirer must ensure that use of the Art Centre is restricted to the purpose stated at time of booking.
- c) Council staff must have access to the Art Centre at all times.

### **13. Indemnification from Liability**

The Hirer agrees to indemnify Council from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Hirer that may arise at or through the use of the Art Centre.

#### **Executed as an agreement:**

<b>SIGNED by the Hirer:</b>	
<b>Print Name in Full:</b>	
<b>Date:</b>	