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**Ipswich Community Gallery Hire Agreement - Terms & Conditions of Hire**

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**1. Definitions**

<b>Council</b>	Ipswich City Council
<b>Hirer</b>	the person(s) or entity contractually obligated by the Hire Agreement
<b>Venue</b>	the Ipswich Community Gallery

**2. General Conditions of Hire**

- a) The Venue shall not be sublet or assigned to a third party unless the Council has given prior written approval.
- b) The Hirer must only use the Venue for the purpose stated in the Application and Hire Agreement.
- c) The entry doors to the Venue are to be locked, and the security system armed upon leaving at the end of each day.
- d) The Hirer will ensure that the following conditions of use are maintained:
  - i. No smoking is permitted inside the Venue or d'Arcy Doyle Place at any time.
  - ii. No dangerous goods are to be brought into the Venue.
  - iii. No items in the Venue are to exceed the floor load limit (not more than 250kg per square metre).
  - iv. Any equipment brought in by the Hirer is the responsibility of the Hirer and any electrical equipment must carry a current safety tag.
  - v. The Hirer and their nominees are to be aware of the emergency evacuation procedures.
  - vi. All workplace health and safety directions issued by Council are to be followed.
  - vii. Access to the Ipswich Art Gallery loading dock is always prohibited.
  - viii. Access to adjacent buildings and d'Arcy Doyle Place is not to be blocked at any time.
- e) Council reserves the right to cancel any exhibition, activity, or event which, in the opinion of Council, may jeopardise public safety or security, are exploitative or which may cause undue offence to the community or to particular community groups. Council retains the right to remove offensive material, or to demand that appropriate warning of such material be provided to visitors through signage. Council reserves the right to prohibit exhibitions, activities, or events which conflict with the scheduling or audience development objectives of any Council program.
- f) If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that or any other jurisdiction of any other term of this Agreement

**3. Fees and Charges**

- a) The Hirer must pay a fee for the hire of the Venue for the hire period as set out on page 1 of this agreement.
- b) An invoice for the hire fee will be issued directly by Council with payment due in 7 days. To confirm the booking, a Hirer must pay the fee as invoiced by the due date. Failure to pay the fees when required will result in cancellation of the booking.
- c) Council reserves the right to charge additional fees for repairs and excess cleaning incurred as a result of the Hirer's negligence or wilful damage. Where such fees are to be charged, it will first be discussed with the Hirer.

**4. Cancellations and Delays**

- a) The Hirer may cancel their booking at any time by giving notice in writing to Council (email will suffice).

Should a booking be cancelled by the Hirer, any hire fee paid will not be refunded.

- b) If Council cancels the initial booking under the provisions of clause 1(e), Council will not refund the hire fee paid to date where an alternative booking can be arranged.
- c) Should Council need to cancel the booking due to circumstance beyond its control, Council will refund the hire fee paid by the Hirer. Alternatively, Council will make every effort to reschedule the booking at a time mutually suitable to Council and the Hirer.
- d) Neither Council nor the Hirer accept liability for “unavoidable delays” if caused directly or indirectly by an act or event that is beyond the reasonable control of either party (such as fire, flood, earthquake, Acts of God, riot, rebellion or revolution).
- e) Where such delays occur both Council and Hirer agree to explore reasonable options and alternatives to reschedule the booking at a time or venue mutually suitable to Council and the Hirer.
- f) Where the delay forces cancellation of the booking by Council, Council will refund the hire fee paid by the Hirer to date.

## **5. Liabilities and Insurances**

The Hirer acknowledges that:

- a) The Hirer and their nominated assistants use the Venue at their own risk.
- b) Council is not liable for any action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against you, Council or someone else) arising directly or indirectly in respect of any of the following:
  - i. A breach of this Agreement by the Hirer.
  - ii. Acts, omissions and conduct of the Hirer/ Group members, guests and/ or their nominated assistants,
  - iii. Your use of, or presence at the Venue.
  - iv. Any act, omission, conduct or occurrence in respect of which you are responsible under the Hire Agreement.
- c) The Hirer agrees to indemnify Council and keep Council indemnified against any action, demand, obligation, damage, penalty or liability described above.
- d) Council will not be liable in any event (whether in contract, tort or otherwise) for any consequential, indirect, incidental, special, punitive, or exemplary damages, including without limitation any loss of profits or loss of goodwill or economic loss in relation to the Hirer’s use of the Venue.
- e) The Hirer accepts all liabilities and risk in relation to their use of the Venue.
- f) Council will not be liable for any loss or injury to any person or property occurring in relation to the Hirer’s use of the Venue.
- g) The Hirer acknowledges that if the Hirer comprises of more than one legal entity, each legal entity listed as the Hirer is joint and severally liable under this Hire Agreement.
- h) The Hirer is responsible for obtaining the relevant insurances in relation to the use of the Venue, including:
  - i. Insurance of exhibition, performance, activity materials and personal belongings.
  - ii. Product Liability insurance coverage to the value of 10 Million dollars (if required).
  - iii. Professional Indemnity insurance in the amount of 10 Million dollars (if required).
  - iv. Public Liability insurance in the amount of 20 Million dollars.
  - v. Personal Accident insurance (if required).’

- vi. Workers Compensation Insurance as required by law
- i) The Hirer should seek independent legal advice in respect of liabilities and insurances.

## **6. Responsibilities of the Hirer**

The Hirer is responsible for:

- a) All costs associated with the creation and presentation of the exhibition, event or activity.
- b) Transport of all material to and from the Venue.
- c) Installation and/ or bump-in at the commencement of the hire period.
- d) Development and production of any accompanying signage, labels and information panels.
- e) Promotion of the exhibition, event or activity including invitations, advertisements, social media posts and media liaison.
- f) Using the existing hanging system or other display mechanism (NB nailing into the walls and use of Velcro, double-sided tape, screws are prohibited).
- g) Booking an orientation on the use of the Venue prior to commencement of the hire period (the purpose of this orientation is to ensure that the Hirer is briefed and is aware of the use of security access cards, security system schedule, emergency evacuation procedures, fire extinguishers and the location of the first aid kit. This information must be distributed to all of the Hirer's nominated assistants that will be in the Venue during the hire period).
- h) Keeping the Venue clean and tidy including the kitchen and any outside areas used (basic cleaning by Council staff is undertaken each weekday morning when the Venue is in use).
- i) Notifying Council in the event of any damage and/or injury as soon as practical.
- j) Safekeeping the security access card/s issued to them in order to access the Venue for the duration of the hire period. If any card assigned to the Hirer is lost/damaged/stolen the Hirer must notify Council immediately.
- k) Supervision of the Venue to allow public access to the exhibition, event or activity (hours may be at the discretion of the Hirer, subject to approval by Council).
- l) Obtaining a 'blue card' when working with children and to ensure that all representatives, contractors or agents used by the Hirer at the Venue comply with the [Working with Children \(Risk Management and Screening\) Act 2000](#) and all of the related child protection legislation at all times during their use of the Venue.
- m) Handling any sale of items from the exhibition, including delivery of items to buyer (items cannot be left at the Venue for collection).
- n) Adherence to the Venue's emergency evacuation procedures as outlined at the orientation.
- o) Demounting/bumping-out the exhibition, event or activity materials by the conclusion of the hire period and removing all material, signage and rubbish from the Venue at the end of the hire period.
- p) Returning the Venue and equipment to its original state at the end of the hire period and returning the security access card to the Ipswich Art Gallery by 5pm on the final day of the hire period.

## **7. Responsibilities of Council**

The Council is responsible for:

- a) Provision of the Venue (including free utilities) for the use of the Hirer during the hire period.
- b) Provision of security access card/s to access the Venue.
- c) Provision of an orientation on the use of the Venue prior to commencement of the hire period.
- d) Provision of basic display plinths and hanging system to install exhibitions.

- e) Provision of kitchenette facilities and basic function equipment such as chairs, tables and lectern.

## **8. Opening Event**

The Hirer is responsible for:

- a) Associated costs and organisation of any opening event, including catering and guest speakers.
- b) Acquiring a liquor licence for the sale or consumption of liquor (if required) and providing a copy of any liquor licence to Council.
- c) Consulting with Council to set the event date and time to ensure adequate access and security.
- d) Negotiating access to appropriate toilet facilities for event guests.
- e) Complying with all applicable legislation, this is to include but not limited to, in relation to Food Hygiene and Responsible Service of Alcohol.
- f) Ensuring that the venue remains clean and tidy. Clean small courtyard outside the Venue if utilised and empty the fridge of any goods which may spoil or be likely to cause incidents.
- g) If the Hirer wishes to use the larger rotunda located in d'Arcy Doyle Place adjacent to the Venue, then an online application needs to be completed via Council's Website:

<https://www.ipswich.qld.gov.au/Explore/Parks-and-Reserves/Ipswich-City-Council-Application-for-Use-of-Parks-and-Facilities>

## **9. Entire agreement**

This Agreement constitutes the entire agreement between the Hirer and Council relating to the use of the Venue.

## **10.**

### **11. Disputes**

Resolutions of differences are to be sought in the first instance through negotiation between the Hirer and Council. Should any non-negotiable dispute arise concerning these Terms and Conditions, the dispute will be referred to a mediator appointed by the President of the Queensland Law Society for mediation.