

Ipswich Art Workshop Hire Agreement Terms & Conditions

1 Definitions and Interpretation

Definitions

1.1 The following definitions apply:

- (a) **Agreement:** means this document, any schedules and attachments to it, and any documents incorporated into it by reference.
- (b) **Booking Period:** means the Hire Period as specified in this Agreement.
- (c) **Hirer:** means the named organisation or person/s as specified in this Agreement.
- (d) **Event:** means the event as specified in this Agreement
- (e) **Fees & Charges:** means the aggregate of the amounts chargeable under our Schedule of Fees and Charges as amended from time to time, for the hire or use of the Location and the other services and facilities that:
 - (a) you or your Guests use; or
 - (b) are provided at your or your Guests' request.
- (f) **Guests:** means your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Location.
- (g) **Community Group:** means a local arts group located in the Ipswich LGA, with more than three ongoing members, and with a definable online public presence.
- (h) **Half Day:** means a 4 hour hire period inclusive of set-up and pack-down in the location.
- (i) **Full Day:** means an 8 hour hire period, during gallery staff hours, inclusive of set-up and pack-down in the location.
- (j) **Location:** means the part of the Venue specified in this Agreement.
- (k) **Privacy Policy:** means the Privacy Policy (as amended from time to time) governing the use of the Site which can be found at https://www.ipswich.qld.gov.au/about_council/corporate_publications/privacy.
- (l) **Public Liability Insurance coverage:** means the amount specified in this Agreement.
- (m) **Venue:** means the facility or premises specified in this Agreement.
- (n) **We/us/our:** means Ipswich City Council ABN 61461981077 Trading as Ipswich Art Gallery - Ipswich Art Workshop.
- (o) **You/your:** means the Hirer.

Interpretation

1.2 In this Agreement unless the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency inclusive of GST;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an individual or person includes a corporation or other legal entity;

- (f) a reference to "consent" means prior written consent;
- (g) clause headings have been included for convenience only and are not intended to affect the meaning or interpretation of this Agreement;
- (h) if any expression is defined, other grammatical forms of that expression will have corresponding meanings; and
- (i) if a party includes two or more persons, this Agreement will bind them jointly and each of them severally; and
- (j) any reference to 'notice' under this Agreement means written notice.

2 Booking the Location

- 2.1 As long as you comply with this Agreement, you and your Guests may use the floor space of the Location and any conveniences, normal furnishings in the Location during the Booking Period.
- 2.2 You and your Guests may also use any electricity or water supplied to the Location for reasonable purposes in connection with the Event during the Booking Period.
- 2.3 We do not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to us.
- 2.4 Your right and that of your Guests to use the Location is a licence only. You and your Guests do not have the right to exclude us or other occupants from the Location, even during the Booking Period.
- 2.5 The Venue and the Location shall not be sublet or assigned to a third party by you unless the Council has given prior written approval.
- 2.6 You must use the Location only for the Event use specified in this Agreement. You must not use the Location, or allow the Location to be used, for any other purpose during the Booking Period.
- 2.7 If you need a licence or permit to use the Location or for anything you or your Guests do at the Location, you must obtain and comply with the licence or permit.
- 2.8 We agree to use reasonable endeavours to supply:
 - (a) Additional Services that you request us to supply (if we agree to supply the requested Additional Services).
- 2.9 You also agree that we (at our discretion) may engage any third party to supply any Additional Services.

3 Things you must do to keep the booking

3.1 The following table summarises things you must do in order to keep the booking of the Location, and when you must do them.

<i>What you need to do</i>	<i>When</i>
Return the signed Agreement to us	Within three days of receiving a successful application notice and a copy of the Hire Agreement Form.
Give us evidence of insurance	Event Requirements Deadline (see condition 12)

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<i>What you need to do</i>	<i>When</i>
Pay the Fees & Charges on our quotation of the Fees & Charges	Payment will be due immediately after confirmation of the signed Agreement. The Fees and Charges will be paid via council terms which will be sent to hirers separately.

3.2 If you have not done any of these things by the specified date, we may cancel this Agreement and we do not have to make the Location available to you.

3.3 You are not entitled to a refund of the Fees & Charges or any other amount paid or payable under this Agreement, even if you do not use the Location or any services to which the Fees & Charges or other amount relate, except as expressly provided by this Agreement.

4 Children

4.1 If the Event undertaken is for or with children, a blue card is required under the Working with Children (Risk Management and Screening) Act 2000 Qld The Hirer must ensure that the Hirer and all of the Hirer's People hold a current blue card.

4.2 If Council asks the Hirer to produce evidence that any or all of the Hirer's People hold a current blue card, the Hirer must immediately do so. The Hirer is in breach of this contract if the Hirer cannot or does not do so.

4.3 The Hirer must ensure that any of the Hirer's People who are children are adequately supervised at all times

5 Catered Events

5.1 You must not, and you must ensure that your Guests do not:

- (a) supply you or your Guests with any wine, spirits, or alcoholic drinks,) at the Venue; or
- (b) bring any such items into the Venue.

6 Your responsibilities as the Hirer

6.1 You are responsible for:

- (a) All costs associated with the creation and presentation of the event or activity.
- (b) Transport of all material to and from the Venue.
- (c) Set-up and 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 event or activity including innovations, advertisements, social media posts and media liaison.
- (f) 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 your nominated assistants that will be in the Venue during the hire period).
- (g) Notifying Council in the event of any damage and/or injury as soon as practical.

(h) Safekeeping the security access card/s issued to you in order to access the Venue for the duration of the hire period. If any card assigned to you is lost/damaged/stolen you must notify Council immediately.

(i) Supervision of the Venue to allow public access to the event or activity.

(j) Handling any sale of items from the activity or event, including delivery of items to buyers (items cannot be left at the Venue for collection).

(k) Adherence to the Venue's emergency evacuation procedures as outlined at the orientation.

(l) Demounting/bumping-out the 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.

(m) Returning the Venue and equipment to its original state at the end of the hire period and returning the security access card to Ipswich Art Gallery within 24 hours of the final day of the Booking Period.

6.2 You will ensure that the following conditions of use are maintained:

(a) No dangerous goods are to be brought into the Venue.

(b) No items in the Venue are to exceed the floor load limit (not more than 250kg per square metre).

(c) You and your nominees are to be aware of the emergency evacuation procedures.

(d) All workplace health and safety directions issued by Council are to be followed.

(e) Access to the Ipswich Art Gallery loading dock is always prohibited.

(f) Access to adjacent buildings and d'Arcy Doyle Place is not to be blocked at any time.

(g) Ensuring the entry doors to the Venue are to be locked, and the security system armed upon leaving at the end of each day.

7 Looking after the Location

7.1 You must keep the Location in a clean and tidy condition during the Booking Period.

7.2 You must ensure that during the Booking Period (and also outside the Booking Period if you or your Guests are at the Location), you and your Guests do not:

(a) damage the Location or the Venue or to any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue; or

(b) remove, alter or interfere with any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue; or

(c) use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue other than for purposes for which they were designed and in a usual and careful manner; or

(d) do any act, make any omission or engage in any conduct that would cause us to breach any obligation owed by us under any lease, licence or other arrangement under which we hold the Location or the Venue; or

(e) breach any legal or regulatory restrictions on noise levels or any directions or requirements in relation to noise levels; or

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- (f) breach any law; or
- (g) do any act, make any omission or engage in any conduct that prejudices any insurance held by us for the Location or the Venue; or
- (h) do any act, make any omission or engage in any conduct that could be or become a public nuisance or a nuisance to us or the owner or occupier of any other premises in the vicinity of the Location or the Venue; or
- (i) do any act, make any omission or engaged in any conduct that could cause any licence or permit in respect of the Venue to be breached, forfeited or suspended or any renewal refused; or
- (j) do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause us to suffer any loss, damage or expense or be exposed to any liability.

7.3 You must comply with, and ensure that your Guests comply with, any reasonable directions given by us about:

- (a) the number of Guests or people allowed to be on the Location; or
- (b) the use of the Location or the Venue; or
- (c) looking after the Location or the Venue.

7.4 If during the Booking Period you or any of your Guests display, broadcast or in any other way publish any works or material in which copyright subsists:

- (a) you must ensure that the copyright is not infringed; and
- (b) you must give us evidence (satisfactory to us) that you have the right to display, broadcast or publish the works or material; and
- (c) you must pay all royalties due to the Australian Performing Right Association or any other body in respect of the display, broadcast or publication of the works or material.

8 Other users of the Venue

8.1 We may ask you to use and get your Guests to use a particular means of access to the Location through the Venue (for example, to coordinate the use of the Venue by multiple groups). In that event, you and your Guests must use the means of access specified by us.

8.2 You and your Guests must not:

- (a) disrupt the use of the Venue by anyone else; or
- (b) prevent other people from, or interfere with other people, accessing or using any common areas in the Venue (as we have exclusive control over the common areas); or
- (c) prevent us or anyone authorised by us from coming into the Location for reasonable purposes during the Booking Period.

9 Safety and security

9.1 You are solely responsible for the safety of people at the Location, and the security of valuables and belongings brought onto the Location, during the Booking Period.

9.2 Smoking is not permitted in the Location. You must ensure that neither you nor your Guests smoke in or in the vicinity of the Location.

9.3 You and your Guests must not install or use any electrical equipment at the Location unless it complies with Australian Standard AS 3000 or any

amended or replacement standard and bears a current tag and test.

9.4 You must ensure that any electrical or other equipment is used only in accordance with any manufacturers' directions.

9.5 You must ensure that during the Booking Period nothing is done that overloads any electricity supply to the Location.

9.6 You must ensure that during the Booking Period any sinks, drains, toilets or similar equipment are not damaged, blocked or misused.

9.7 You must comply, and ensure that your Guests comply, with all of our requirements regarding safety and security. However, that does not detract from your responsibilities. It is your responsibility to also do any other things necessary to meet your obligations about safety and security.

9.8 You and your Guests must not enter any office, kitchen, storage, backstage or operational areas of the Venue which are not within the Location.

10 End of Booking Period

10.1 You must vacate the Location by the end of the Booking Period.

10.2 At the end of the Booking Period, you must:

- (a) give the Location back to us in the same condition as the Location was in at the start of the Booking Period; and
- (b) leave the Location in a clean and tidy condition; and
- (c) pay for any damage to the Location, Venue or any facilities or equipment that happened during the Booking Period; and
- (d) remove everything that you or your Guests have brought into the Venue during the Booking Period or in connection with this Agreement; and
- (e) Leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that have been used during the Booking Period and put them back where they were at the start of the Booking Period.

11 Liability

11.1 You use the Location and invite your Guests and other people to the Location, at your own risk.

11.2 We are not liable, and you indemnify us against any action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against you, us or someone else) arising, directly or indirectly in respect of any of the following:

- (a) (a) your acts, omissions and conduct; and
- (b) (b) the acts, omissions and conduct of your Guests; and
- (c) the acts, omissions and conduct of anyone you invite to the Location (whether expressly or implicitly); and
- (d) your use of, or presence at, the Location; and
- (e) your Guests' use of, or presence at, the Location; and
- (f) the use of, or presence at, the Location by anyone you invite to the Location (whether expressly or implicitly); and
- (g) any act, omission, conduct or occurrence in respect of which you are responsible under this Agreement.

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- 11.3 You are responsible for acts, omissions and conduct of the following people as if they were your own acts, omissions and conduct:
- (a) your Guests; and
 - (b) any person who enters the Location during the Booking Period whom you invite (expressly or implicitly) to the Location.
- 11.4 To the fullest extent permitted by law, if the goods or services supplied under this Agreement are subject to warranties or terms implied by statute, general law, international convention or custom:
- (a) that can be excluded, restricted or modified by contract – they are hereby excluded; and
 - (b) that cannot be excluded, restricted or modified by contract – the liability of ours for breach of any such warranty or term will be limited at the option of us or the Caterer (as the case requires) to:
 - i. in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and
 - ii. in the case of services, the supply of the services again or payment of the cost of supplying the services again.
- 11.5 To the fullest extent permitted by law, we aggregate liability to you for any loss or damage, whether arising in contract, negligence or otherwise, will not exceed the total amount we have actually received from you under this Agreement.
- 11.6 We 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 or corruption of data or loss of anticipated savings, loss of goodwill or economic loss, even if we have been advised of the possibility of such loss or damage.

12 Insurance

- 12.1 You are responsible for and must obtain relevant insurances in relation to the use of the Venue, including:
- (a) Insurance of exhibition, performance, activity materials and personal belongings.
 - (b) Product Liability insurance coverage to the value of 10 Million dollars (if required).
 - (c) Professional Indemnity insurance in the amount of 10 Million Dollars (if required).
 - (d) Public Liability insurance in the amount of 20 Million dollars.
 - (e) Personal Accident Insurance (if required)
 - (f) Workers Compensation Insurance as required by law.
- 12.2 You must effect and hold public liability insurance covering you and us for an indemnity of not less than the Public Liability Insurance Amount per occurrence occurring:
- (a) during the Booking Period; or
 - (b) while you or your Guests are at the Venue.
- 12.3 The Public Liability Insurance must cover any property damage to the Venue, or any legal liability arising from the use of the Venue.
- 12.4 You must also effect and hold any workers' compensation insurance required by law for any person employed or engaged or to be employed or engaged by you during the Booking Period. The

required insurances must be on terms satisfactory to us and you must give us evidence (satisfactory to us) that you hold these required insurances/

- 12.5 You should seek independent legal advice in respect of liabilities and insurances.

13 Cancellation of Agreement

- 13.1 You cannot cancel this Agreement once you have signed it. If you do not hold the Event or do not use the Location for the Booking Period, you must still make the payments that this Agreement requires you to make.
- 13.2 Council reserves the right to cancel any activity or event which, in the opinion of Council, may jeopardise public safety of security, are exploitative or which may cause undue offence to the community or to particular community groups.
- 13.3 Council retains the right to remove offensive material, or to demand that appropriate warning of such material be provided to visitors through signage.
- 13.4 Council reserves the right to prohibit activities or events which conflict with the scheduling or audience development objectives of any Council program.
- 13.5 The following table explains when we may cancel this Agreement and the consequences of cancellation.

<i>How the Agreement may be cancelled</i>	<i>Consequences of cancellation</i>
By you giving notice to Council on a day equal to or more than 30 days prior to the booking period.	You are entitled to a full refund of any money you have paid as Fees & Charges under this Agreement, but you do not have any other claim against Council.
By you giving notice to Council on a day that is between 7 days and 30 days prior to the booking period.	You are entitled to a 50% refund of any money you have paid as Fees & Charges under this Agreement, but you do not have any other claim against Council.
By you giving notice to Council on a day that is within 7 days of the booking period.	You are not entitled to a refund of any money. You must still pay the Fees & Charges and amount due for Additional Services under this Agreement in full.
By you giving notice to Council at any time prior to the event or during the Booking Period that the Agreement is to be cancelled due to: Unforeseen physical or mental illness (with a copy of a medical certificate); or Family or personal circumstances (as deemed appropriate by council).	You are entitled to a full refund of any money you have paid as Fees & Charges under this Agreement, but you do not have any other claim against Council.

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<i>How the Agreement may be cancelled</i>	<i>Consequences of cancellation</i>
<p>By Council giving notice to you at any time prior to the event or during the Booking Period that the Agreement is to be cancelled due to:</p> <p>the Location or Venue being resumed, requisitioned or required for a public purpose; or</p> <p>the Location or Venue being damaged or destroyed so that we consider the Location or Venue unsuitable for use under this Agreement; or</p> <p>an emergency, danger of damage to people or property or other act or event outside our direct control as a result of which we consider the Location or Venue should not be used under this Agreement.</p>	<p>You are entitled to a full refund of any money you have paid as Fees & Charges under this Agreement, but you do not have any other claim against Council.</p>
<p>By us giving notice to you, at any time due to a breach by you or your Guests of the conditions of this Agreement.</p>	<p>You are not entitled to a refund of any money. You must still pay any Deposit, Fees & Charges and amount due for catering or Additional Services under this Agreement in full.</p>
<p>By Council giving notice to you of cancellation of the Agreement for a reason identified in clause 13.2</p>	<p>Council will decide in its discretion as to whether you are entitled a refund of any money you have paid as Fees & Charges under this Agreement. You do not have any other claim against Council.</p>

14 Non-continuous Booking Period

- 14.1 If the Booking Period is or includes two or more non-continuous periods, this Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that condition 10 applies at the end of the each of those periods (not just the last one).

15 Signing for Customer

- 15.1 The person signing this Agreement for the Hirer promises that he or she has the power to do so and

to bind the Hirer to everything in this Agreement. If the person signing this Agreement for the Hirer is in breach of this promise, he or she is personally liable for that breach and for any liability that the Hirer would have had if the person signing had not breached the promise.

16 Privacy

- 16.1 This Agreement includes our Privacy Policy. It is a condition of this Agreement that all parties comply with our Privacy Policy.
- 16.2 It is your responsibility to review and familiarise yourself with your rights and obligations under our Privacy Policy.
- 16.3 When managing, maintaining, storing and transferring information (including Personal Information), we agree that we will:
- do all things reasonably necessary to ensure the Personal Information is kept secure; and
 - notify you if there has been a breach of data security and will do all things reasonably necessary to remedy the breach.

17 Assignment

- 17.1 We are free to assign any of our rights, title, interest or obligations subsisting under this Agreement at any time to any third party without your consent.

18 Severability

- 18.1 If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason, then to the full extent permitted by law:
- the offending provision will be severed from the rest of the Agreement; and
 - the remaining terms and conditions will continue to be valid and enforceable.

19 No waiver

- 19.1 No provision of this Agreement will be taken to be waived except by written notice signed by you and us.

20 Notices

- 20.1 Our business address is Ipswich Art Gallery, d'Arcy Doyle Place, Ipswich QLD 4305, and postal address is 161 Brisbane Street, Ipswich QLD 4305.

21 Applicable Law

- 21.1 This Agreement along with your use of this Site is governed by the laws of Queensland, Australia, and you unconditionally submit to the jurisdiction of the courts in that State.

22 Entire agreement

- 22.1 This Agreement constitutes the entire agreement between you and us relating to the use of this Site.