

# **Ipswich Art Workshop Terms and Conditions**

## **Liabilities & Insurances**

The Resident Artist acknowledges that:-

- a. The Resident Artist 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 Resident Artist,
  - ii. Acts, omissions and conduct of the Resident Artist/ Group members, 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 residency agreement.
- c. The Resident Artist 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 Resident Artist's use of the Venue.
- e. Council will not be liable for any loss or injury to any person or property occurring in relation to the Resident Artist's use of the Venue.
- f. The Resident Artist 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. Professional indemnity insurance (if required),
  - iii. Public liability insurance,
  - iv. Personal accident insurance (if required),
  - v. OR accepts all liabilities/ risks in relation to their use of the Venue.
- g. The Resident Artist should seek independent legal advice in respect of liabilities and insurances.

## **Responsibilities of the Resident Artist**

The Resident Artist 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 Resident Artist 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 Resident Artist'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 Resident Artist is lost/damaged/stolen the Resident Artist 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 Resident Artist, 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 Resident Artist at the Venue comply with the Child Protection Act Qld 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. Ensuring the Venue's entry doors remain closed as much as possible in order to maintain air-conditioning temperature and humidity levels inside the Venue.
- p. 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.
- q. 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.