



Ipswich Community Gallery

Terms and Conditions of Use

1. General Conditions of Hire:

- a. The premises shall not be assigned or sublet to a third party unless the Council has given prior written approval.
- b. The Exhibitor must only use the facility for the purposes stated in the Hire Agreement.
- c. All doors (including the external toilets if used at the Opening Event) are to be locked at the end of each day.
- d. The Exhibitor will ensure that the following conditions of use are maintained:
 - i. No smoking is permitted inside the building or d'Arcy Doyle Place at any time
 - ii. No dangerous goods are to be brought into the Gallery
 - iii. No items in the Gallery are to exceed the floor load limit (not more than 250 kg per square metre).
 - iv. Any equipment brought in by the Exhibitor is the responsibility of the Exhibitor and any electrical equipment must carry a current safety tag.
 - v. All Exhibitors and supervisors 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 prohibited at all times.
 - viii. Access to d'Arcy Doyle Place and any adjacent buildings is not to be blocked at any time.
- e. The Gallery can accommodate a standing capacity of 150 including guests, participants, staff and/or security personnel. It is the responsibility of the Exhibitor to ensure that the booking activity does not exceed the venue capacity of the Gallery at any time during the booking.
- f. The Council reserves the right to cancel an exhibition 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 or events which conflict with the scheduling or audience development objectives or any Council program.

2. Fees and charges:

- a. The hirer will pay a hire fee for the use of the Gallery. The hire fee cannot be waived under any circumstances. An invoice for the hire fee will be issued directly by Ipswich City Council Accounts Receivable who will nominate a due date for the total hire fee to be paid by. 100% payment is required to confirm a booking. Failure to pay the fees when required will result in cancellation of the booking.
- b. Council reserves the right to charge additional fees for repairs and excess cleaning incurred as a result of the Exhibitor's negligence or wilful damage. Where such fees are to be charged, it will first be discussed with the Exhibitor.

3. Cancellations

- a. The Exhibitor may cancel the booking by giving notice in writing to Council a minimum of 30 days prior to the commencement of the booking. Should the Exhibitor be required to cancel the booking 30 days or more prior to the commencement of the booking, Council will refund any hire fees paid to date.
- b. Should the Exhibitor cancel the booking within 30 days of the commencement of the booking, Council will not refund any hire fees paid to date.
- c. If Council cancels the booking under the provisions of clause 1(f), Council will not refund any hire fees paid to date.
- d. Please note that Council may be required to cancel the booking due to circumstance beyond its control. Should this be the case, Council will refund all booking fees paid by the Exhibitor to date and Council will make every effort to reschedule the booking at a time mutually suitable to Council and the Exhibitor.

- 4. Insurance:** The Exhibitor shall be responsible for the following:-
- a. Gaining the relevant insurance or declaring acceptance of liability/risk in relation to the exhibition or activity, including:
 - i. Insurance of exhibition material and personal belongings
 - ii. Professional indemnity insurance
 - iii. Public liability insurance
 - iv. Personal accident insurance
 - b. Seeking independent legal advice in respect of insurances and liabilities.

Whilst all care will be taken to safeguard the Exhibitor, exhibition and third parties, the Exhibitor acknowledges that Council will not be liable for any loss or damage, nor any loss or injury to any person or property occurring in relation to this booking.

- 5. Delays:**
- a. Neither Council nor the Exhibitor accept liability for “unavoidable delays” in 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).
 - b. Where such delay occur both Council and Exhibitor agree to explore reasonable options and alternatives to reschedule the booking at a time or venue mutually suitable to Council and the Exhibitor.
 - c. Where the delay forces cancellation of the booking by Council, Council will refund all booking fees paid by the Exhibitor to date.

6. Responsibilities of the Hirer: the Hirer is responsible for:

- a. All costs associated with the creation and display of the exhibition/activity.
- b. Transport of all exhibition material to and from the Gallery.
- c. Installing the exhibition material on the designated installation day/s.
- d. Development and production of exhibition signage, labels and information panels.
- e. Any promotion of the exhibition/activity including invitations, advertisements and media releases.
- f. Acknowledging the support of Council any promotion of the exhibition as follows:
Ipswich Community Gallery is proudly supported by Ipswich City Council
 OR *Proudly supported by Ipswich City Council*
- g. Using the existing hanging system or other display mechanism (nailing into the walls and use of yellow tac, Velcro, double sided tape, screws are prohibited)
- h. Booking an orientation on the use of the Gallery (this is to be booked prior to installation date). The purpose of this orientation is to ensure that the Exhibitor is briefed and is aware of the use of access cards, security system, emergency/ evacuation procedures, fire extinguishers and the location of the first aid kit. This information must be distributed to any staff that will be in the Gallery during the exhibition.
- i. Development and production of any catalogue (at Exhibitor’s discretion).
- j. Supervision of the Gallery daily to allow public access to the exhibition/ activity. (Hours may be at the discretion of the Exhibitor, subject to approval by Council).
- k. Obtaining a ‘blue card’ when working with children and to ensure that all representatives, contractors or agents used by the Exhibitor at the Gallery comply with the Child Protection Act Qld and all of the related child protection legislation at all times during the booking.
- l. Handling any sale of works from the exhibition, including delivery of works to buyer (items cannot be left at the gallery for collection). No commission will be charged by Council on any sales at the Gallery.
- m. Demounting the exhibition material on the designated demount day/s.
- n. Removal of exhibition material, signage and any rubbish from the site at the end of the booking.
- o. Returning the exhibition space and equipment to its original state at the end of the booking.
- p. Notifying Council in the event of any damage and/or injury as soon as practical.

7. Responsibilities of the Council: the Council is responsible for

- a. Provision of all electricity and water to the Gallery for the free use of the Exhibitor during the booking.
- b. Provision of security access card and access to the Gallery.
- c. Provision of an orientation on the use of the Gallery (this is to be booked prior to the installation).
- d. Provision of basic display plinths and hanging system to install the exhibition.
- e. Provision of kitchenette facilities and selected function equipment such as chairs, tables and lectern.
- f. Access to toilet facilities.

- 8. Access cards & keys:** on the first day of the booking, hirers will be required to sign out an access card(s) which will provide entry to the Gallery during the hire period. The card may be retained by the Exhibitor for the duration of the booking. All access cards must be returned to the Information Desk, Ipswich Art Gallery by 5pm on the final day of the booking. If it is not practical for the hirer to retain the access card (ie if the exhibition is to be staffed by multiple individuals) the access card may be kept at the Information Desk, Ipswich Art Gallery and signed out each morning and signed in by 5pm each day.

If an opening event is to take place outside standard business hours, access to an out of hours toilet will be provided. A key will be available from the Information Desk, Ipswich Art Gallery prior to the event. This key must be returned the next day following the event.

The Exhibitor is responsible for replacing any lost/damaged/stolen access cards. If a card is lost/damaged/stolen the hirer must notify the Project Officer immediately.

- 9. Cleaning:** basic cleaning of the Gallery is scheduled to take place each weekday morning. The Exhibitor is required to keep the premises clean including the kitchen, out of hours toilet and any outside areas used.
- 10. Air conditioning/humidity levels:** the air-conditioning in the Gallery is set to maintain the temperature and humidity levels required for artwork conservation. The doors must remain closed to maintain these levels. An exception will be made for workshops where fumes from paints/glues require extra ventilation. The Council should be made aware prior to any such workshops being held.
- 11. Opening event:** the Exhibitor shall be responsible for:
- Associated costs and organisation of any opening event, including catering and guest speakers
 - Acquiring a liquor licence for the sale or consumption of liquor (if required)
 - Upon request, providing a copy of any liquor licence to Council
 - Informing Council of event time and date for security purposes
 - Complying with all legislation in relation to Food Hygiene and Responsible Service of Alcohol.
 - Ensuring that the small courtyard outside the Gallery is cleaned (if utilised).

If the exhibitor wishes to use the larger rotunda located beside the Gallery, then an online application needs to be completed in the Ipswich City Council Website (under Parks and Reserves/Permit and Licence Information/Online Application Form).

- 12. Emergency Procedures:** the Exhibitor must acknowledge & adhere to the following emergency procedures:

Alert or Evacuation Alarm (beeping or whooping tone):

Upon hearing the alert tone, Exhibitors are to:

- Clear the Gallery of all visitors until they are advised it is safe to return
- Phone extension 7222 and advise an Ipswich Art Gallery staff member that there has been an alarm in the Ipswich Community Gallery.
- Collect their belongings (if safe to do so) and then exit the building until advised it is safe to return
- 1 x person is to stay outside the front doors at a safe distance and ensure public do not enter the building (until they are relieved by an Ipswich Art Gallery staff member).
- If possible 1 person immediately reports the alarm to an Ipswich Art Gallery staff member in person then proceeds to the evacuation assembly point (d'Arcy Doyle Place, refer to Emergency Diagram in Gallery).

Action in the event of a fire:

- Exhibitor is to remain calm and not put themselves or others at risk
- Begin immediately evacuation of the Gallery
- Alert the Fire Brigade by depressing the button on the manual call point (red box located next to the extinguishers)
- If the fire is very small, and they are trained in the use of an extinguisher, they may attempt to put out the fire
- 1 x person is to stay outside the front doors at a safe distance and ensure public do not enter building (until they are relieved by an Ipswich Art Gallery staff member)
- If possible 1 person immediately reports the alarm (in person) to an Ipswich Art Gallery staff member then proceeds to the evacuation assembly point (d'Arcy Doyle Place, refer to Emergency Diagram in Gallery).

- 13. First Aid:** a basic First Aid kit is located in the kitchenette of the Gallery. Several Ipswich Art Gallery staff members are trained in First Aid. To request the assistance of these staff members, call the Information Desk on extension (07) 3810 7222.

Only those qualified to dispense First Aid should do so. All incidents requiring First Aid must be reported within 24 hours to the Council via an Incident Data Collection Sheet which is located with the First Aid kit. This completed form then needs to be delivered to the Project Officer at the Information Desk, Ipswich Art Gallery.

- 14. Disputes:** Resolutions of differences are to be sought in the first instance through negotiation between the Exhibitor and the 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.

15. Definitions

“Exhibitor” means the person(s) named in the Hire Agreement

“Gallery” means the Ipswich Community Gallery, d’Arcy Doyle Place, Ipswich 4305

“Council” means the Ipswich City Council.