



**TWEED REGIONAL  
GALLERY**

& MARGARET OLLEY ART CENTRE | MURWILLUMBAH

**Terms and Conditions of Hire**  
**Hire Policy, Conditions of Use and Schedule of Fees**

1 July 2020 to 30 June 2021

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# TWEED REGIONAL GALLERY

& MARGARET OLLEY ART CENTRE | MURWILLUMBAH

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## DEFINITIONS

"the Hirer" is the Hirer/User as specified on the *Hire of Gallery Spaces Application Form*

"the Gallery" is the Tweed Regional Gallery & Margaret Olley Art Centre

"the Gallery Director" is the Gallery Director, Tweed Regional Gallery & Margaret Olley Art Centre

## OBJECTIVE

To provide guidelines for the hire and use of the Gallery spaces of the Tweed Regional Gallery & Margaret Olley Art Centre and equipment to supplement the Gallery's budget.

## POLICY

The following space will be available for hire. The Frances Mills Education Centre

1. The Frances Mills Education Centre

All funds raised by the hire of the Gallery are used to support the activities of the Gallery.

The hire of the Gallery is contingent on the following factors:

- the function/activity does not intrude on the security of the Gallery's exhibitions and collection or contravene the appropriate state and local government statutes or legislation regarding public places;
- the function/activity is not contrary to the Gallery's agreements with other organisations regarding the loan of artworks or exhibitions;
- the function/activity does not impede public access during the Gallery's normal opening hours; and
- the Gallery's programs and activities must take priority over all other uses.

The availability of the spaces for hire will be at the absolute discretion of the Gallery Director. Long-term bookings are at the discretion of the Gallery Director.

Requests for the hire of the Gallery must be made in writing to the Gallery Director with a minimum of six (4) weeks notice. Requests outside this timeframe will be at the absolute discretion of the Gallery Director. No correspondence will be entered into.

## VENUE COSTS

The Tweed Regional Gallery & Margaret Olley Art Centre is a Tweed Shire Council community facility. All hire fees are subject to change as per Council's budget resolutions. The hire fees listed below for the Frances Mills Education Centre are for room hire and set-up and take-down.



## SCHEDULE OF FEES

All fees listed below are GST inclusive (subject to annual CPI increase)

All function times are inclusive of set-up and take-down

### THE FRANCES MILLS EDUCATION CENTRE

**Capacity:** To maintain safe social distancing and to ease the spread of COVID-19 current capacity is strictly a maximum of 10 people.

**Description:** The Frances Mills Education Centre is ideal for art classes, small seminars, lectures and group meetings. The space has access to toilet facilities and the Gallery's gardens. **Hirers will be responsible for cleaning, set-up and pack up.** The space is to be left as found unless otherwise arranged with the Gallery Director.

#### Hire Fees:

| Day<br>(excluding Public Holidays) | Time  | Duration                                   | Cost per session |
|------------------------------------|---|--|------------------|
| Monday to Sunday                   | Full Day<br>Monday to Friday<br>9.30 am - 4.30pm<br>Saturday and Sunday<br>10am - 4pm | Casual                                     | \$211.90         |
|                                    |   | Block Booking<br><b>Minimum 4 sessions</b> | \$157.10         |
| Monday to Sunday                   | Half day (3.5 hours)<br>full day fees may apply if times overlap                      | Casual                                     | \$107.20         |
|                                    |   | Block Booking<br><b>Minimum 4 sessions</b> | \$84.20          |
| Monday to Sunday                   | After hours<br>5.30pm to 9.00pm or as arranged  | Casual                                     | \$176.10         |
|                                    |   | Block Booking<br><b>Minimum 4 sessions</b> | \$132.70         |
| Monday to Sunday                   | 2 hours   | 2 hours                                    | \$61.20          |
|                                    | Workshop administration charge – cancellation fee                                     |  | \$24.30          |

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## **CONDITIONS OF USE**

The availability of the Workshop for functions is dependent upon the potential Hirer meeting and understanding all requirements outlined in the ***Tweed Regional Gallery & Margaret Olley Art Centre Hire Policy, Conditions of Use and Schedule of Fees***.

### **1. Hiring**

All Hirers will complete and sign a *Hire of Gallery Spaces Application Form* and sign the *Hire of Gallery Agreement* (as contained in this document), thus acknowledging acceptance of all the Conditions of Use outlined in this document.

### **2. Fees and Charges**

The Hirer will pay to the Gallery all amounts specified in this document under Schedule of Fees, Bond and Venue Costs as required. The Hirer may charge an entry fee.

### **3. Payment**

The total hire fee must be paid to the Gallery prior to or on the date of hiring.

### **4. Hours of Use**

As a public art museum the Gallery is required to maintain regular opening hours and be accessible to the general public. The Gallery will insist that noise levels from the function must not be excessive.

The Gallery's hours of operation are: 10.00am – 5.00pm

Open to the public: 10am to 5pm Wednesday to Sunday

Closed on Good Friday and Christmas Day

### **5. Suitable Functions**

- presentations
- demonstrations and workshops
- small meetings
- staff development days

### **6. Late Conclusion**

No function/activity or clean-up will continue after the time specified in the Agreement. Functions/activities that conclude after the designated time will accrue an additional cost of \$88 per hour or part thereof with charges accruing after the first 15 minutes of the expiration of the booking. The Gallery has an electronic alarm system and the alarm will be activated at the designated time. Should there be a breach of security the Hirer will be charged the call-out fee to cover the cost of the security patrol.

### **7. Cancellations**

The Hirer must notify the Gallery of cancellations at least two weeks (2) prior to the hire date.

### **8. Use of the Facility**

The Hirer is responsible for the behaviour of all persons taking part in the Hirer's activities. The Hirer is to ensure that nothing is done during the set-up, duration and clean up of the function that is disorderly or unlawful in connection with the use of the facility. The Hirer shall, while on the premises, abide by all directives given by Gallery staff.

### **9. Cleaning and Departure from the Venue**

The Hirer shall leave the venue and its environment, facilities, goods, equipment and services in a clean, safe and proper condition, as at the commencement of the hiring, in all respects to the satisfaction of the Art Gallery Director. The Hirer will remove all goods and equipment brought in by the Hirer, in accordance with any direction of Gallery staff.

The Hirer is responsible for the disposal of any excess rubbish. Excess rubbish must be



removed from the Gallery at the close of the function. All food and spillages should be cleaned away. Should Gallery staff determine that the Gallery is not left to the standard required, the cost will be deducted from the Hirer's bond.

## **10. Presentation Standards**

The Hirer acknowledges that the Art Gallery Director retains the right to request the Hirer to remove any material that is considered to be detrimental to the Gallery's presentation standards. The Hirer will not, except as approved by the Art Gallery Director in writing, make any additions or alterations to the structure, facilities, goods, equipment or decoration of the Gallery.

## **11. Advertising and Banner Display**

All advertising materials produced by the Hirer to promote their function at the Gallery must be approved by the Art Gallery Director prior to publication.

## **12. Copyright**

The Hirer will not infringe or breach any copyright, performing right or other protected right involved in the hiring and shall indemnify the Gallery against all claims, demands or actions arising from any such infringement or breach.

## **13. Photography, Broadcasting, Film and Television Recording**

Any intention to photograph, broadcast, televise or record any activity within the Gallery that is used in a public domain must be discussed with and approved by the Art Gallery Director and will be entirely at the discretion of the Art Gallery Director.

## **14. Facilities, Equipment and Services**

The Gallery can provide the Hirer of the Workshop with a data projector, wifi access, trestle tables and chairs. Any other requirements the Hirer may have, must be sourced from outside suppliers. Such facilities, equipment and services are to be operated and maintained in a safe and appropriate manner and are not the responsibility of the Gallery. All such items and services must be delivered and removed from the Workshop at the completion of the time specified in the *Hire of Gallery Spaces Application Form*.

## **15. Damage/Repairs**

The Hirer is responsible for any damages suffered to the Gallery by their associated agents, employees, contractors, invitees and/or their equipment and will be required to report and repair all damage. Costs incurred by the Gallery to repair said damages will be at the expense of the hirer.

## **16. Property**

The Gallery will not be responsible for any loss or damage to property belonging either to the Hirer or any person in the Gallery at the invitation of the Hirer. The Hirer is not permitted to remove or relocate any item/s within the Gallery not belonging to the Hirer except with the permission of the owner of the item/s and/or the Gallery Director.

## **17. No Smoking**

Smoking is strictly prohibited. Tweed Regional Gallery & Margaret Olley Art Centre has a no smoking policy. Smoking in or near the building is prohibited. Defined smoking areas are located in the grounds.

## **18. Music**

The provision of amplified entertainment is prohibited with the exception of medium-level background music. Excessive noise is unacceptable. The Hirer agrees to abide by the instruction of staff.



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## 19. Catering

There are catering facilities available in the Gallery. The Hirer must discuss catering requirements usually with the Lessee of the Gallery's Cafe prior to the function. **Food or drinks are not permitted in any of the Gallery's exhibition spaces.**

## 20. Public Liability Insurance

All groups/individuals hiring the Workshop must hold their own Public Liability Insurance with a minimum \$20 million cover. A Certificate of Currency must be provided.

## 21. Open Flame and Prohibited Substances

The Hirer will not bring or permit any open flame (including lit candles and lamps), explosives, ammunition, firearms or flammable liquids or substances or any dangerous weapon to be brought into or used in the Gallery.

## 22. Hirer's Employees and Agents

The Hirer agrees that all persons engaged or employed by the Hirer in connection with the Gallery hiring shall comply with the provisions of these Conditions of Use, and the Hirer agrees to accept responsibility for any failure on the part of their guests, agents, employees and contractors to observe and comply with these provisions.

## 23. Prohibition of Assignment

The Hirer shall not transfer, assign, sub-let or sub-hire their rights under the *Hire of Gallery Agreement*.

## 24. Breach of Agreement

The Gallery reserves the right to cancel the Agreement at any time for any breach of policy or procedure.

## 25. Set-up Arrangements

The Hirer will be required to discuss the seating and set-up arrangements with the Gallery staff.

## 26. Bookings

All potential hirers will be required to complete a *Hire of Gallery Spaces Application Form* to officially lodge their function enquiry (see attached to this document)



## HIRE OF GALLERY AGREEMENT

|  |   |          |                      |
|--|---|----------|----------------------|
| I/we   | <input type="text"/>  |          |                      |
| of (address)   | <input type="text"/>  |          |                      |
| agree to the Conditions of Use as outlined in the Tweed Regional Gallery & Margaret Olley Art Centre Conditions of Hire Fees and Charges and in accordance with the function requested in the <i>Hire of Gallery Spaces Application Form</i> . |   |          |                      |
| I agree to pay the costs to the amount of \$   | <input type="text"/>  |          |                      |
| Before on on   | <input type="text"/>  | (date)   |                      |
| For the hire of  | <input type="text" value="Frances Mills Education Centre"/> |          |                      |
| for the purpose of (function type)   | <input type="text"/>  |          |                      |
| on the following dates   | <input type="text"/>  |          |                      |
| Signed   | <input type="text"/>  | Dated    | <input type="text"/> |
| <b>Approved by, for an on behalf of the Tweed Regional Gallery &amp; Margaret Olley Art Centre:</b>  |   |          |                      |
| Signed   | <input type="text"/>  | Dated    | <input type="text"/> |
| Name   | <input type="text"/>  | Position | <input type="text"/> |
| Signed   | <input type="text"/>  | Dated    | <input type="text"/> |
| Name   | Susi Muddiman   | Position | Gallery Director     |

# HIRE OF GALLERY SPACES APPLICATION FORM

## 1. Booking Details

Booking requested by  Position

Organisation (if applicable)

Address

Postal Address (if different)

Telephone  Mobile

Facsimile  Email

## 2. Function Details

Dates  Expected Numbers

Type of function

Outline of functions and requirements

**All hirers must hold Public Liability Insurance to the value of \$20 million.**

**A certificate of currency must be attached to this application.**

**Function Times: Please allow a minimum 30 minutes setup and pack up.**

Set up start  Pack up  Function Start  Function Finish

**Area Request (please tick all spaces requested)**

Frances Mills Education Centre Workshops

### (OFFICE USE)

Date Received  Amount Payable

Method  Amount paid \$

Credit Card Number  Expiry Date  CCV Number

Visa     MasterCard     Other

Bond     Hire    Processed by

Staff Requirements



**TWEED REGIONAL  
GALLERY**

& MARGARET OLLEY ART CENTRE | MURWILLUMBAH

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