



VENUE HIRE CONTRACT & CONDITIONS

MAITLAND
REGIONAL
ART GALLERY



MRAG.ORG.AU

230 High St Maitland NSW 2320 | 02 4934 9859
artgallery@maitland.nsw.gov.au | mrag.org.au

MAITLAND REGIONAL ART GALLERY GALLERY HIRE CONTRACT & CONDITIONS OF HIRE



PLEASE COMPLETE THIS DOCUMENT AND RETURN TO:

artgallery@maitland.nsw.gov.au

OR

Maitland Regional Art Gallery,
230 High Street, Maitland, NSW, 2320

THIS IS AN AGREEMENT BETWEEN:

MAITLAND CITY COUNCIL, ABN 11 596 310 805, THROUGH
MAITLAND REGIONAL ART GALLERY (HEREIN REFERRED TO AS MRAG)

ADDRESS: 230 High Street, Maitland NSW 2320

TELEPHONE: 02 4934 9859

EMAIL: artgallery@maitland.nsw.gov.au

AND

NAME: _____

COMPANY (if relevant): _____

POSTAL ADDRESS: _____

STATE & POSTCODE: _____

TELEPHONE: _____

EMAIL: _____

HEREIN REFERRED TO AS 'THE HIRER'.

BY WHICH MRAG AGREES TO HIRE: _____

(NAME OF VENUE SPACE), HEREIN REFERRED TO AS 'THE VENUE'.

HIRER WARRANTY

Responsible and Contact Person the hirer shall nominate in writing to the Maitland Regional Art Gallery a "Responsible Person(s)" who will be assigned to ensure that the terms and conditions of this agreement are adhered to.

TERM AND PURPOSE OF HIRE

MRAG WILL HIRE THE VENUE TO THE HIRER ON: _____ (DATE)

FOR THE PURPOSE OF (EVENT NAME): _____

BUMP IN TIME: _____

EVENT TIMES: _____

BUMP OUT TIME: _____

NUMBER OF ATTENDEES: _____

TOTAL HIRE PERIOD*: _____

*The Total Hire Period must include an additional 30 minutes prior and 30 minutes after function start and finish time to account for set up and pack up. Gallery event staff are rostered on to cover these times, any extension of time will incur additional costs at the Hirer's expense.

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THE HIRER WILL PAY MRAG A HIRE FEE OF:

TOTAL HIRE PERIOD: (\$) _____ (GST inclusive)

+ SECURITY BOND (\$) _____

(refundable after post event inspection is carried out as per clause 5)

DEPOSIT REQUIRED ON SUBMISSION OF COMPLETED CONTRACT:

\$) _____

BALANCE TO BE PAID: (\$) _____

BY _____ (date)

ADDITIONAL REQUIREMENTS: (please provide details where relevant)

CATERING

Seraphine Café is the Gallery's on site café proprietor and offers a great range of catering options.

Seraphine Café can be contacted on:

Phone: 02 4934 7264 or

Email: seraphine.mrag@bigpond.com

Please note MRAG is not responsible for any aspect of catering services.

MUSIC _____

From the list below tick the boxes that describe your event or workshop (if applicable).

- Event entry fee of \$41 and above
- The performer cost is \$50,000 and above
- Event entry fee of any amount and a performer cost of \$4001 or above
- Is a dance class, a concert or a recital run by a dance school (or instructor)
- Dramatic production, opera or ballet

If you ticked any of the boxes above you will require a OneMusic licence for your event. Visit <https://onemusic.com.au/licences/events/> and complete an 'Event enquiry form'.

OTHER ENTERTAINMENT

USE OF GALLERY EQUIPMENT:*

- Stage Yes No
- Lectern with microphones, handheld and headset Yes No
- Large monitor / Digital screen Yes No
- Laser presentation remote (logitech.com/r500sw or Bluetooth) Yes No
- Greeting table for name tags, registration etc. Yes No
- Bar service or coffee and tea service table Yes No

Please get in touch to discuss additional equipment requirements.

* Any additional equipment brought on site is to be discussed with and approved by the Gallery.

All equipment must be removed from MRAG premises by the completion of the above stated hire period.

Power appliances brought on site will need to be tested and tagged, and approved by Maitland City Council.

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ARE YOU:

PRIVATE/INDIVIDUAL HIRE

OR

CORPORATE/COMMERCIAL HIRE

CORPORATE/COMMERCIAL HIRE, PLEASE PROVIDE EVIDENCE OF INSURANCE:

- Public Liability
- Professional Indemnity
- Workers Compensation/Personal Accident
- Schedule of Insurance - providing details of coverage, exclusions, inclusions and excesses applicable

PRIVATE / INDIVIDUAL HIRE OR CASUAL HIRER

If the hirer is deemed a "casual hirer" (eg does not have an ABN, is a business, or incorporate group) then they can be covered by Council's Casual Hirer policy. In the event of any Public Liability claim being brought against the hirer from the event, the hirer will need to pay the excess of \$1000.

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ADDITIONAL REQUIREMENTS: (CONTINUED)

ROOM SET-UP

(table or seating requirements):

GALLERY SPACE: _____

EXHIBITION: _____

- Number of chairs _____
- Number of tables _____
- Tablecloths Yes No

ADDITIONAL REQUIREMENTS IF ANY:

Are seats/tickets numbered? Yes No

If so please provide a copy of a seating plan.

Event organisers find it useful to have a 'running sheet' for the smooth running of their event. If you have a running sheet for the event or function could you please provide a copy to MRAG at your earliest convenience.

FLOOR PLAN

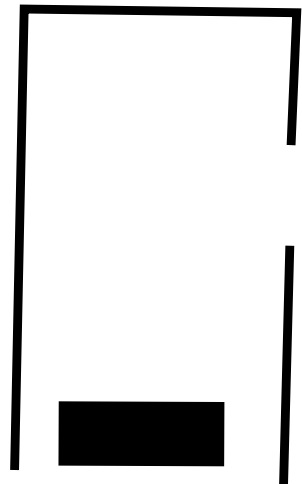
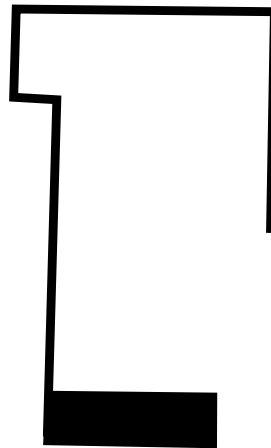
Please sketch desired placement of furniture and equipment:

GROUND FLOOR

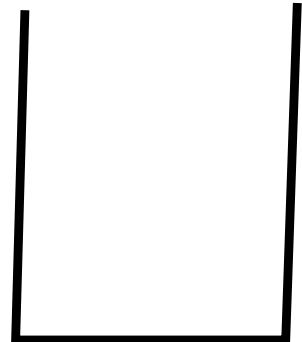
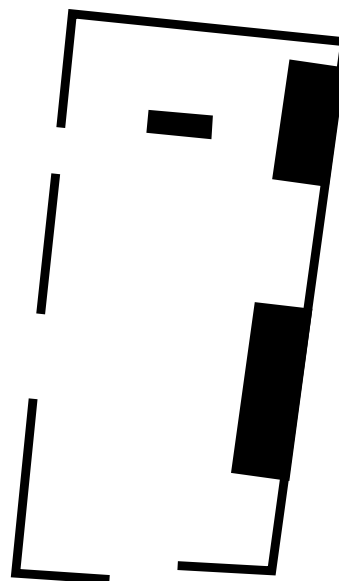
FIRST FLOOR

SPACE 1

SPACE 3



SPACE 2



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CONDITIONS OF HIRE

1) MRAG'S OBLIGATIONS

MRAG WILL:

- a) Maintain public liability insurance in respect of the Venue.
- b) Ensure that the Venue is in a clean condition and any pre-existing damage to the fixtures or fittings of the Venue shall be noted on a schedule in clause 13 of this agreement and signed by both parties.
- c) Ensure that the Hirer has access to the Venue at all times during the term of hire.
- d) Provide a minimum of two staff members during the hire term if the hire term falls outside of MRAG's normal operating hours.
- e) MRAG reserves the right to refuse any proposed booking or to cancel any booking not considered to be an appropriate use of the facility or where the conduct of the function would be detrimental to the facility.
- f) Provide an induction to the building, including site specific emergency management

2) HIRER'S OBLIGATIONS

THE HIRER WILL:

- a) Take out and maintain all necessary insurances including Public Liability, Professional Indemnity, Workers Compensation/Personal Accident insurance for the Hirer's employees, agents and licenses (if any).
 - i) the Hirer shall at all times maintain a safe environment for workers and visitors alike for the duration of the hire in accordance with the Work Health Safety (WHS) Act 2011. The Hirer will ensure they are aware of any related risks and have appropriate control measures in place to manage and reduce risks to an acceptable level.
 - ii) ensure any incident or hazard relating to injury, illness, and/or damage to equipment or building shall be reported as soon as practicable to the MRAG contact.
 - iii) the Hirer will ensure they communicate with workers and visitors appropriately where a hazard or incident is identified, communication may vary from verbal to written provided it is clearly articulated where there is the potential to be impacted.
- b) Take out and maintain all necessary licences including but not limited to OneMusic licence and Liquor licence
- c) Maintain the Venue in the condition it was in at the commencement of the term of hire or will forfeit the Security Bond. Return of the Security Bond is dependent on the conditions outlined in clause 5.
- d) Allow the Gallery and its employees, agents and licensees all reasonable access to the Venue.
- e) Inform MRAG immediately of any breakage or damage to the Venue, its fittings or fixtures. The hirer is responsible for any damage or loss suffered by MRAG that is caused by the negligence of the Hirer, and is responsible for any costs associated with replacement of equipment, or repair of the Venue, or damage to artworks on exhibition.
- f) Not attach in any way to walls, doors, glass, floors, furniture or fittings in or around the Venue any nails, screws, adhesive tape, signs or other item without the prior consent of MRAG.
- g) Not use helium balloons or candles within MRAG.
- h) In all respects observe and comply with the provisions of the Liquor Licensing Act 1985 and all other relevant State and Federal legislation and Council By-Laws. Under no circumstances are people under the age of 18 years to be served alcohol within the facility.
Serving alcohol at a function - Responsible Service of Alcohol (RSA) Certificate is required. Council may waive the RSA Certificate but such waiver shall be entirely at the discretion of the Council.
Selling alcohol at a function - a Limited Licence - single function must be lodged with the Independent Liquor & Gaming Authority at least 28 days before the function start date. Further information is available on the web site <https://www.liquorandgaming.nsw.gov.au>

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THE HIRER WILL (CONTINUED):

- i) Not interfere with or alter any of the electrical installations, lighting, sound systems or other technical equipment owned by MRAG.
- j) Set up for the function is to be immediately prior to the stated hire period, and clearing away immediately after the hire period, so as not to impede on public access to the gallery during gallery opening hours.
- k) Ensure that all guests and employees of the Hirer are made aware of the special requirements of the art gallery as venue. In particular:
 - i) Copyright relating to artworks (a permission form, available from reception, must be completed prior to any photography of artworks).
 - ii) To safeguard the artworks on display, it is the responsibility of the Hirer to ensure all guests and contractors, including minors, are advised of and adhere to the following points:
 - 1) Artworks are not to be touched or moved. If an artwork is damaged in any way, as a result of the Hirer or their guests not taking due care as agreed under this clause, the Hirer will be required to pay the uninsured portion (the excess) relating to each insurance claim made.
 - 2) Food and beverages are only to be consumed in the designated Gallery space hired for a specific event or function.
 - 3) All items arranged in the gallery space, for the purposes of an event or function, must allow sufficient area for persons to move about the space without coming into physical contact with artworks on display.
 - 4) Gallery staff are required to approach and inform any person in breach of expected standards of conduct.
- l) Will remove any of the Hirer's equipment from MRAG premises by the completion of above stated hire period. Any equipment left in the gallery by the hirer at the end of the hire period will incur a \$200 per day storage fee.
- m) Will observe and comply with all NSW Government Covid Safe requirements.
<https://www.nsw.gov.au/covid-19>
- n) Will maintain liability for any property brought onto site; these are the responsibility of the hirer.

3) PAYMENT

- a) The Hirer will pay MRAG a hire fee as detailed in the Gallery Hire Contract.
- b) A deposit is required to secure the booking and is to be paid at the time the contract is submitted.
- c) The balance of the Hire Fee is to be paid no later than twenty-eight (28) days before the venue hire event.

4) EXTENSION OF TERM

- a) It is the hirer's responsibility to finish the event at the allocated time.
- b) The term of hire may be extended only with the written consent of MRAG.
- c) Should the event not conclude by the allocated time an extension fee of the base hourly rate will be charged per hour or part thereof past the allocated conclusion time.
- d) All events must conclude by midnight, this includes the pack up of materials and the departure of event staff. The Security Bond will not be returned should this timeframe be lapsed.

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CONDITIONS OF HIRE

5) CLEANING & SECURITY BOND

- a) The cleaning of the venue is the responsibility of MRAG and the fee for cleaning is incorporated within the hiring fee, with the exception of The Art Factory Venue hire covered under clause 8.
- b) A security bond is payable with every gallery hire session, which will be held until seven (7) days after the conclusion of the event. This flat fee is refundable after a post event inspection is carried out and the venue is deemed to have been returned to MRAG in the same condition found by the Hirer prior to the commencement of the event. Should the venue be deemed to have not been returned in the same condition as it was hired the Security Bond will not be returned.

Please provide the following account details for the return of the security bond:

ACCOUNT NAME: _____

BSB: _____

ACCOUNT NUMBER: _____

Alternatively a cheque can be made out, please complete the following details:

Please make cheque payable to

NAME: _____

ADDRESS: _____

- Please post cheque to the above address
- Please return cheque to: _____

6) CATERING

- a) Café Seraphine is MRAG's on site catering provider. The Hirer will have a separate agreement with the caterer in respect of the provision of the catering service, being the provision of all foods and beverages, and the payment for the same. Council does not warrant that the caterer will meet the Hirers' requirements and Council will not be responsible for any aspect of the catering services provided by the caterer.
- b) Where the Hirer uses an alternative caterer, the Hirer shall be liable for the acts and omissions of the caterer.

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7) THE ART FACTORY

- a) Any properties or materials brought in by or on behalf of the Hirer are the responsibility of the Hirer. MRAG accepts no responsibility for damage or loss of properties or materials.
- b) Any goods, properties or materials brought in by or on behalf of the Hirer shall be removed from the venue after each hire session. Items shall not be stored at the venue.
- c) The Hirer will arrange all materials required for workshops held at the venue. The venue hire cost does not include workshop materials. Materials stored within the venue are the property of MRAG and are not available for general use.
- d) The Hirer agrees to comply with all requirements of the Local Government Act and any other relevant act, by-laws, rules or regulations, made hereunder and shall be cognisant of and liable for any breach of any such acts, by-laws, rules or regulations. This includes but is not limited to a current Working with Children Certificate (WWC) and public liability Insurance.
- e) The Hirer shall leave the venue in the same condition it was upon commencement of the hire period. This includes the packing away and removal of art and craft materials and creations, floors swept, tables and other surfaces cleaned and chairs packed way.
- f) Toxic substances must be disclosed prior to any event and discussed with the WHS team to ensure the health and safety of all.

8) HIRER'S WARRANTY AND INDEMNITY

- a) The Hirer warrants that it has obtained the permission of all copyright owners to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies MRAG and Maitland City Council against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
- b) MRAG and MCC shall be indemnified against any claims for injury to persons or damage to property arising out of this hiring and such indemnity shall be expressed in the form of a public liability insurance policy in the minimum amount of \$20m.
- c) The Hirer indemnifies MRAG and agrees to keep the Gallery indemnified against all costs, expenses, claims and liabilities arising from loss or damage to property or injury or death of persons from or during the term of hire, to the extent such loss or damage is caused directly or indirectly, by the Hirer.
- d) The Hirer indemnifies MRAG and agrees to keep the Gallery indemnified against all costs, expenses, claims and liabilities arising from a breach or oversight in licencing requirements.

INSURANCES AND INDEMNITIES

The relevant insurance policy or policies shall name Maitland City Council as owner (and any persons designated by Council as mortgagee or otherwise) and the user.

The hirer shall provide to Maitland City Council a copy of the relevant policy and a schedule of insurance. The hirer unconditionally releases Maitland City Council from claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the user/ hirer or any of the user/ hirer's agents.

Public Liability

The hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Public Risk Insurance (with an authorised Underwriter) with respect to the venue hire and the activities carried out at the Maitland City Council Art Gallery for a minimum amount of \$ 20,000,000.

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The hirer indemnifies Maitland City Council from and against actions, claims, costs, losses, expenses, and damages (including the costs of defending or settling any action or claim) in respect to:

- Loss of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of/ loss of use of, or damage to any property.

Worker Compensation/Personal Accident

Work related functions, e.g. product launch etc. the hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Workers Compensation / or Personal Accident Insurance (with an authorised Underwriter) as per Workers Compensation Act 1987 (NSW).

Contents Insurance

For all items bought into the venue the hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Content Insurance (with an authorised Underwriter). Council takes no responsibility loss, damage, theft of any such items.

Casual Hirer: if the hirer is deemed a "casual hirer" (eg. does not have an ABN, is a business, or incorporate group) then they can be covered by Council's Casual Hirer policy. In the event of any Public Liability claim being brought against the hirer from the event, the hirer will need to pay the excess of \$1000.

9) ADVERTISING AND PROMOTION

- a) Advertising and promotion related to a venue hire shall be the responsibility and cost of the hirer.
- b) Venue hire costs exclude the creation, printing and distribution of advertising or promotional material.
- c) Venue hire details shall not be published on MRAG social media, website or print material.
- d) In instances where a partnership memorandum of understanding has been signed between the Hirer and MRAG a variation to conditions may apply. Such instances will be negotiated on a case by case basis.

10) CANCELLATION

- a) MRAG must be given two (2) weeks notice if the Hirer intends to cancel the hiring of the Venue.
- b) Cancellation with less notice will incur the loss of the deposit under clause 3(b).

11) TERMINATION

- a) MRAG may terminate this agreement and retain the deposit if the Hirer has not paid any instalment of the hire fee within the due date.
- b) If either party is in breach of their obligations under clauses 1 and 2, the other party may give the party at fault written notice of the breach and give 7 days within which to remedy the said breach. If the breach remains unresolved the agreement may be terminated.

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CONDITIONS OF HIRE

12) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be amended only in writing and must be signed by both parties.

13) JURISDICTION

This agreement will be constituted in accordance with the laws of New South Wales, Australia.

14) MEDIATION

The parties will submit any dispute, which arises out of this agreement to the rules of the Arts Law Mediation Service, a program of the Arts Law Centre of Australia, before having recourse to arbitration or litigation.

15) PRE EXISTING DAMAGE SCHEDULE

Pre Existing Damage: Yes No

List below any pre-existing damage to the Venue.

16) SPECIAL CONDITIONS

Any conditions specific to this gallery hire will be noted on Attachment 1 to this contract.

SIGNED FOR AND ON BEHALF OF THE HIRER:

Print Name: _____

Signature: _____

Date: _____

SIGNED FOR AND ON BEHALF OF MRAG:

Print Name: _____

Signature: _____

Date: _____

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INDUCTION CHECKLIST:

- Hire contract completed and signed
- Copies of Insurances Certificate of Currency (public liability, workers compensation etc) available
- Any relevant Risk Assessment documents provided
- Hazardous operations/significant tasks to be undertaken identified and documented on a risk assessment form (if relevant)
- Orientation to Gallery hire area completed
- First aid location pointed out and attendant introduced
- Introductions to other staff and volunteers
- Location of amenities shown
- Evacuation procedures and meeting point explained
- Types of incidents and how to report explained