



VENUE HIRE POLICY

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Drafted by	Sarah Stanley	Effective date	28 May 2014
Responsible person	Board Chairperson	Scheduled review date	May 2015

Objectives

The Collie Art Gallery supports the development of excellence in visual arts practice and contributes to cultural life in Collie and the South West region of Western Australia.

Ethical considerations

The Collie Gallery Group Inc. will always seek to protect freedom of artistic expression. The copyright and moral rights of practitioners will always be acknowledged and protected.

The Collie Gallery Group Inc. will enter into appropriate contracts with artists, curators, agents, writers, lenders and donors who are participants in the gallery's programs and will adhere to the terms of those contracts.

Access

The Collie Gallery Group Inc. will not permit the Collie Art Gallery or part of the gallery to be used exclusively by any group or individual for an extended period in order to ensure accessibility to all users.

Use of the Centre or part of the Centre will be approved for no more than twelve months. Centre bookings will be reviewed every twelve months to ensure that the distribution of bookings is equitable.

The hirer may not assign or sub-let the premises or any part thereof.

The Collie Gallery Group reserves the right to alter or cancel any booking as required.

Fees

The standard Venue Hire Fees (OP.HIR.POL.02) document sets out standard fees for the use of the Collie Art Gallery's facilities. It is informed by the need for users of the gallery to make a financial contribution towards its operations, while remaining accessible to all members of the Collie community and visitors to enjoy, participate in and learn from the arts.

Standard charges may be discounted for some groups where the proposal has broad community benefit and significantly enhances the gallery's vision and mission, and only where opportunities for external funding have been exhausted. Links to a range of funding resources for artists and organisations can be found on the Collie Art Gallery website.

Foundation members are entitled to a limited number of corporate or private functions per year.

Application for hire

A completed Venue Hire Form (OP.HIR.FOR.01) must be lodged and by a person over the age of eighteen or an authorised representative of a business or organisation.

All applications are subject to an approval process. Successful applicants will be notified and must confirm the booking with a deposit of not less than 25 per cent of the booking fee.

Balance of fees and security bond (if applicable) must be paid seven days prior to the function or event. The security bond (if applicable) will be refunded to the applicant within seven days of the event, subject to satisfactory adherence to the conditions of use.

Cancellations

In the event of a cancellation by the applicant, a percentage of the full booking charges may be forfeited as follows:

- 24 hours prior to the function – 100%
- 1-7 days prior to the function – 75%
- 8-14 days prior to the function – 50%
- More than 14 days prior to the function – 25%

The applicant is entitled to a full refund of booking fees and security bond (if applicable) in the event of a cancellation by the Collie Gallery Group Inc.

Function coordination

Hire of the gallery's rooms and facilities does not include the management and coordination of functions and events.

An hourly administration fee of \$40 per hour within business hours, or \$60 per hour outside normal business hours, in the exceptional circumstance that gallery staff or volunteers are required to provide venue management or function coordination services. A minimum of 1 hour will be charged for each instance.

Conditions of use

1. Use of the facility

- a. The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the gallery.
- b. The hirer shall abide by all reasonable directives of gallery staff and volunteers.
- c. The hirer is responsible for the behaviour of those in attendance during the hire period.
- d. The Collie Gallery Group Inc. reserves the right to ban and/or have any person or group removed from the premises where that person or group has, or is likely to, cause injury or damage to other persons or property.

2. Venue hire period

- a. The hirer may have access to the gallery prior to the booked period in consultation with the gallery. Consideration must be shown to other users of the facility.
- b. Hirers must observe allocated booking times to avoid clashes with other users. The hired space must be vacated on or before the agreed time.
- c. Night functions are to cease by midnight. Hirers then have one hour to pack up and clean the hired space. All people must have vacated the premises by 1am.
- d. Hirers must allow sufficient time in the booking to set up, pack up and clean the hired space. Access to the gallery space prior to the booking for decoration must be discussed and agreed with gallery staff.
- e. Venue hire does not include storage facilities.

3. Care of premises

- a. The hirer is responsible for ensuring all hired areas and gallery premises are to be left as they are found and in a tidy condition prior to vacating the premises.
- b. The hirer is responsible for loss or damage to gallery premises, furniture, equipment and facilities, which may be used by the applicant or caterers, musicians, decorators or other persons/groups contracted by the hirer. Any damages must be reported immediately.
- c. Decorations may be put up only with permission from gallery staff. The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the premises. Alterations to fixtures, walls, ceiling or floors are not permitted.

4. Music and noise

- a. Music and noise are to be restricted to a reasonable level, taking into consideration other users of the gallery and its surrounds.

- b. All music and noise must cease by midnight.
- c. The level of noise emissions from any band, orchestra, musical instrument, public announcement system or activity within the facility must not exceed normal background noise level when measured at the nearest boundary of any residential property.

5. Smoking

- a. The Collie Art Gallery has a no smoking policy. Smoking is not permitted on the premises.

6. Licensing

- a. Alcohol can be consumed by not sold on the premises.
- b. The hirer must ensure that:
 - i. No person under the age of 18 years shall be served with alcoholic liquor or allowed to consume alcoholic liquor.
 - ii. No alcohol is to be consumed outside the premises.
 - iii. The hirer shall be responsible for the good conduct of those attending the function.

7. Damage and repairs

- a. The hirer will be responsible for any expense in connection with repairs, security, and improper use of safety equipment and/or extra cleaning which may become necessary as a consequence of the booking.
- b. The Collie Gallery Group Inc. reserves the right to determine the cost of any damages and/or extra cleaning over and above that which is normally expected following usage of the gallery space. The Collie Gallery Group Inc. reserves the right to retain all or part of any security deposit or to bill the hirer for additional costs.
- c. The hirer will be responsible for any expenses relating to the replacement or restoration of any artworks damaged.

8. Insurance

- a. Certificates of currency for public liability policies must be provided upon request.
- b. The hirer is responsible for any items of value brought into the gallery and should ensure items are covered by insurance as appropriate.

9. Property

- a. The Collie Gallery Group Inc. or any other body will not be responsible for any form of loss or damage arising from the hiring of its facilities or from events being held in its premises. The hirer must consider appropriate security and indemnity measures to be taken by the hirer or any person in the facility at the invitation of the hirer in respect to any loss, particularly in instances where charity or fundraising events are being conducted from the facilities.
- b. Property or items in the gallery not belonging to the hirer are not to be removed or relocated without the express consent of gallery staff.

10. Safety

- a. No items shall be placed in front of or obstruct clear access to fire exits.
- b. Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the gallery building or grounds.
- c. No pets or animals are permitted on the premises.
- d. The hirer is not permitted to take into or use any of the following substances within the gallery grounds.
 - i. Any type of firework or flammable substances.
 - ii. Any chemical substance deemed toxic or dangerous.

11. Uncollected goods

- a. All items of property owned by the hirer must be removed from the gallery on or before the agreed vacation time unless special arrangements have been made.
- b. Any goods left of the premises after occupancy may be removed and disposed of at the discretion of gallery staff or volunteers without compensation to the owner or any person.

12. Breach of agreement

- a. The Collie Gallery Group Inc. reserves the right at its sole discretion to refuse any application or cancel the agreement at any time for any breach of policy or procedure.
- b. Failure to comply with the requirements set out in this policy will be regarded as a breach of agreement, giving the Collie Gallery Group Inc. grounds to sue for the recovery of any amount due and/or cancel any such future booking.