

Northern Rivers Community Gallery (NRCG) – Ignite Studios Workshop Space Hire

TERMS AND CONDITIONS OF USE

General Terms and Conditions

These Terms and Conditions sets out the requirements of Hirers in relation to code of conduct, permitted uses and responsibilities. A breach of these terms and conditions may result in a termination of the current and future bookings.

- As the space is a shared pace, the Hirer is required to observe cleanliness, safety, noise restrictions and mutual respect for Council staff, other artists and the public when using the space;
- The space is on a 'as is' basis and cannot be altered, surfaces painted or adapted in any way.
- Application for the community rate must be requested and approved prior to making an online booking. Bookings made without approval for the community rate are not eligible for a refund retrospectively for any difference in price incurred by the hirer.
- Original chalk and text markings on the brick walls left from use as an active Fire Station are considered part of the heritage fabric of the building and cannot be altered or removed.
- The hirer acknowledges the building is registered as an item of environmental heritage on the Ballina Shire Local Environmental Plan 2012, and accordingly, no structural alterations or additions may be made to the building, including drilling into the walls. In the event of any damage caused to the building or its fixtures or fittings by the Hirer or an invited guest of the Hirer, the Hirer shall immediately repair and make good in accordance with heritage management principles, any damage occasioned by the Hirer's use of the workshop Area.
- The Hirer is not to leave any personal belongings, materials or artwork in any studio common areas; or store any personal items or belongings at Ignite Studios @ NRCG between bookings periods.
- The Hirer will maintain the workshop space and conduct activities in a professional manner, sustaining and improving the reputation of Ignite Studios to the satisfaction of Ballina Shire Council (BSC). Any conduct or activity that is detrimental to the reputation of the studio in the opinion of BSC may result in termination of the current and future bookings. BSC reserves the right to deny access to any Hirer for detrimental conduct.
- The available spaces are primarily for creative activities but can be utilised for other uses when availability permits.
- When vacating, the Hirer must leave the Workshop Area clean and tidy and any additional equipment packed up neatly in the corner of the space; all rubbish must be emptied into the external rubbish bins provided, tables wiped clean and any spills on floor swept and wiped clean at the conclusion of the hire period.
- The use of the Workshop Area is for artistic endeavours only and does not confer any right to exclusive occupation on any part of Ignite Studios.
- The Hirer is responsible for maintaining knowledge of and compliance with all current Work Place Health and Safety requirements arising from utilising the workshop space including safe use of tools, noise levels, art materials, elimination of trip hazards, safe use of electricity.
- The Hirer must handle all furniture and equipment supplied by the Ignite Studios @ NRCG with care and not remove from the Studios or Grounds. All items must be returned to the original location at end of use.
- The Hirer must report any breakage, loss or damage to the Studio or equipment to the Gallery Coordinator or nominated Gallery officer within 24 hours of the breakage or damage occurring. Any breakages or damage must be paid for by the Hirer in full.
- Cancellations must be made at least 8 days or more prior to the booking date to avoid a cancellation fee.

- The Hirer is responsible for managing all bookings, payments and promotions of their activity. The Gallery may at times be able to cross promote the activity through social media channels but this is at the discretion of the Gallery and not guaranteed in the terms and agreement.
- The Hirer must abide by 'Hirer Obligations' 1 through 15 as outlined in the Terms and Conditions of Use.

Hirer Obligations

1. Public Liability Insurance

It is the responsibility of the Hirer to hold a valid public liability insurance policy for the duration of the hire period in the amount of \$20,000,000 and to indemnify Council against claims and demands arising from personal or third party injury or damage to property arising out of the Hirer's use of the hired space. The insurance policy must provide coverage for all activities undertaken onsite by the Hirer. Council reserves the right to request a copy of this Policy at any time.

Exceptions

Casual Hirers, including persons or groups of persons of this facility, may be covered by Council's insurance where they are not operating as part of a sporting body, club, association, corporation or incorporated body if all activities are voluntary with no payment or income derived from the Hirer's activities. Any persons conducting commercial activities and charging a fee for service and / or product must hold and maintain insurance as outlined above.

2. Disbursements

The following additional fees may be payable by the Hirer:

- a) Any bank direct debit dishonour fees along with a fee by Ballina Shire Council of \$45;
- b) Replacement keys or failure to return a key will result in a fee of \$50 being payable by the Hirer;
- c) Additional hire fees for use of "The Engine Room" or "The Locker Room" should the use of the workshop space extend beyond the reserved time of the booking.
- d) Costs to recover the costs incurred by Council for additional cleaning or damages associated with the use of the spaces.

3. Permitted uses

Meetings, small scale performances, events, pop-up exhibitions or shops, and various forms of creative industry including: painting, sculpture, textiles, photography, printmaking, design, digital works, ceramics, rehearsals and photo shoots.

Additional uses may be permitted at the discretion of the Gallery.

4. Restrictions on uses

Industrial or semi-industrial creative processes, unlicensed alcohol sales, use of solvents including low odour solvents, use of volatile compounds (eg, spray paints, turpentine and acetone), smoking is not permitted within Ignite Studios or anywhere on the outside premises, the use of incense or open flames are not permitted within Ignite Studios.

5. Art supplies and cleaning up

The Hirer is responsible for providing all art materials, equipment and consumables required for their activity, workshop or own personal use. Permitted materials include:

- a) Odourless solvents are the only solvents permitted. Solvents must be properly transported, labelled and waste disposed of in the appropriate waste bin.
- b) Only low volatile compounds may be used;
- c) When cleaning up oil based products, solvents, varnishes, or other compounds must be placed in the receptacle provided and must never be put down the drain
- d) When cleaning up acrylic, leftover acrylic paint must be placed in the receptacle provided and must never be put down the drain

6. Setting Up / Packing Up

- a) The setting up and packing up of the hired space is the responsibility of the Hirer.
- b) Any furniture or equipment must be returned to the original location at end of use before leaving. Any breakages or damage must be paid for by the Hirer.
- c) Adequate time allowance for set-up and pack-up must be included within the booking so as not to run into another users booking time.
- d) The Hirer is responsible for all damage caused by the placement or removal of displays or decorations.

7. Security

Locking and unlocking the facility is the sole responsibility of the Hirer.

Hirers will be provided with a key available for collection from the Gallery reception during normal operating days and hours. The key provides access to the workshop spaces only, via the red engine room door at the front of the building or the rear west door at the rear of the building.

It is the **responsibility** of the Hirer to advise the Gallery Staff at least **one week prior** to the booking if key for collection/return will be **required outside of normal Gallery hours**. The Gallery will then confirm the access code to collect/return the key from the external combination lock box.

The external combination lock box is located at the front, right side of the building directly under the power box.

The key must be returned immediately after the hire period to:

- a) Gallery reception during normal hours of operation; or
- b) External combination lock box outside of normal operating hours

Replacement keys or failure to return a key within a 24 hour period after use will result in a key replacement fee of \$50 being payable by the Hirer.

Gallery operating hours: 10am – 4pm, Wednesday to Friday and 9.30am – 2.30pm on weekends and closed public holidays. Gallery Volunteers cannot organise/authorise key collection with hirers.

8. Health and Safety

To ensure that your booking runs as smoothly as possible, we would like to point out the following health and safety information. Make yourself familiar with your surroundings to ensure you are prepared in the event of an emergency.

- a) A wall mounted first aid kit is located in the 'Locker Room' adjacent to the back exit door.
- b) Water is available in the bathroom located in the back left of the 'Locker Room' or outside at the rear of the building in the wash up area.
- c) An accessible toilet for users of both the 'Locker Room' and the 'Engine Room' is located at the rear of the 'Locker Room' space.
- d) Take note of Fire Evacuation Plan displayed near the door in each room hired. Fire exit doors must be kept clear at all times. Familiarise yourself with the nearest fire extinguisher and all of your available emergency exits before commencing your booking. Make note of the assembly point and advise all of your participants of this information.
- e) Emergency contact numbers are displayed in both the 'Locker Room' and 'Engine Room'.
- f) Respect other users and tenants within the building. Abide by the NO SMOKING policy inside all Ballina Shire Council buildings.
- g) Do not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels.
- h) Report any safety issues or identified hazards to the Gallery team before, or upon return of the keys.
- i) Be responsible for the security of the building throughout the hire period and not attempt to enter any room other than the room and areas allocated.

9. Pricing Categories

Ballina Shire Council offers two cost categories for the hire of Northern Rivers Community Gallery and Ignite Studios @ NRCG. Application for the community rate must be requested and approved by the Gallery prior to making an online booking.

Use the following table to determine which cost will apply to your booking:

Community	Commercial
Individual Artists or Artist Groups	For profit business
Community Services	Commercial business
Community Groups	Government Department (if profit-generating activity)
Not-For-Profit Groups	
Schools and Tertiary Education Groups	
Government Department (if non-profit generating activity)	

Applying for Community Rate

Prior to making your booking email gallerybookings@ballina.nsw.gov.au advising your Skedda User ID (if you have already set one up) and how you meet the 'Community' criteria. The Gallery will confirm in writing if you are eligible for the community rate and apply the special rate to your Skedda user account. If you have not yet setup a Skedda User account the Gallery will do that for you and provide you with the login details by email. Eligibility for Community discount rates will not be applied without prior approval by Gallery staff and cannot be refunded retrospectively.

10. Fees

ENGINE ROOM – Workshop Space #1				
Hire Duration	hourly	1/2 day (6hrs) inc. 10% disc	Then standard hourly rate for every additional hour upto 14hrs	Full Day 6am - 10pm inc. 10% disc
Community 50% disc	\$20	\$108		\$288
Commercial	\$40	\$216		\$576

LOCKER ROOM – Workshop Space #2				
Hire Duration	hourly	1/2 day (6hrs) inc. 10% disc	Then standard hourly rate for every additional hour upto 14hrs	Full Day 6am - 10pm inc. 10% disc
Community 50% disc	\$15	\$80		\$216
Commercial	\$30	\$162		\$432

Note: Council reserves the right to change the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.

11. Limits on Booking Periods

The minimum booking period duration is one hour. If your booking extends beyond a one hour block the full hour fee is payable i.e. a 1.5 hour booking would be charged for the full two hour period.

To ensure equitable access to the spaces for the whole community no more than 8 consecutive day or weekly bookings should be made via the online booking system. Hirers wishing to access the space longer must contact the Gallery directly by phone on 02 6681 6167 or email to gallerybookings@ballina.nsw.gov.au to confirm availability. Failure to confirm bookings longer than the allowable period may result in the booking being cancelled by the Gallery.

12. Multiple Use / Regular Hire bookings

A regular booking is conditional on the understanding that from time to time, the user may be asked to alter the date, time or space provided to accommodate large events of significance to the community or to local community groups. Hirers will be provided with reasonable notice should the regular user be required to alter their booking for a large event. The Gallery team will work with the regular user to ensure the best possible alternative arrangements for their hire.

13. Cancellations

- Cancellations can be made up to 8 days or more prior to the booking date without a cancellation fee.
- Any bookings cancelled 7 days or less prior to the booking date will incur a cancellation fee equal to 50% of the total booking cost.
- If notification *is not* received and the booking is not utilised, or notification is received on the day of the booking, no refund will be given and the full amount is payable.

Please note: Council reserves the right to:

- Change the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
- Deny access to any individual or organisation (its members and/or staff)
- Terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.

- g) Direct the hirer to alter their booking to allow for 'one off' community events. Council would give suitable notice and assist to find an alternative time/space.
- h) In the event of a natural disaster or other catastrophic event, where a space or building is no longer available for hire, Council is under no obligation to honour a booking or compensate for its loss.
- i) In the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of the General Manager of Ballina Shire Council shall be final.

14. Cleaning

- a) Hirers are responsible for leaving the venue in a clean and tidy condition. In the event that additional cleaning is required, the Hirer will be liable for the associated costs.
- b) Should additional cleaning be required, a cleaning fee will be charged \$110.00 for cleaners to attend Monday to Friday (8am – 5pm), or \$220.00 weeknights 5.30pm – 12.00am or weekends. *(The costs associated with additional cleaning cover the costs incurred by Council.)*
- c) In order to recover costs for additional cleaning a credit card pre-authorisation may be processed prior to the commencement of bookings, in lieu of a cash bond.

15. Damages

Hirers are liable for any damage to Council venues during their booking. In order to recover costs for damages a credit card preauthorisation may be processed prior to the commencement of bookings, in lieu of a cash bond. The amount to be charged for damages is 100% of the assessed cost to repair the damages, as decided by the General Manager, or his or her nominated representative.

Contact Us

If you have any questions or would like further information, please contact us by any of the following means:

Post:

Northern Rivers Community Gallery
Ballina Shire Council
PO Box 450
Ballina NSW 2478
AUSTRALIA

E-mail:

gallerybookings@ballina.nsw.gov.au

Phone: 02 6681 6167

FREQUENTLY ASKED QUESTIONS

1. *Do I need to pay at the time of making my booking?*
Yes. All bookings must be paid for in advance via the online booking system by Direct Debit or Credit Card.

2. Am I required to have my own insurance?

Any persons conducting commercial activities and charging a fee for service and / or product must hold and maintain public liability insurance to a minimum value of \$20 million for the duration of the hire period.

3. *The fees on the booking system are commercial rates but I have checked the fee categories and believe I am eligible for a community rate. How do I access the community rate when making my booking?*

Prior to making your booking contact the Gallery by email to gallerybookings@ballina.nsw.gov.au. In the email advise your Skedda User ID (if you have already set one up) and how you meet the 'Community' criteria. The Gallery will advise by return email if your request for the community rate is eligible and apply the community rate to your Skedda user account. Once approved you can then login to Skedda and make your booking and the community rate will automatically apply to all future bookings.

4. *I didn't apply for the community rate prior to making my booking. Am I eligible for a refund retrospectively?*

No. Application for the community rate must be requested and approved prior to making an online booking.

5. *Is there a time limit to cancel my booking without being charged a cancellation fee?*

Cancellations can be made up to 8 days prior to your booking. Any booking cancelled 7 days or less prior to the booking date will incur a cancellation fee equal to 50% of the total booking cost.

6. *What happens if I don't show up and utilise the space for the day and time booked without cancellation or cancelled on the day?*

If notification *is not* received and the booking is not utilised, or notification is received on the day of the booking, no refund will be given and the full amount is payable.

7. *How do I cancel my booking?*

Cancellations can be made via the online booking system up to 8 days prior to your booking. To cancel a booking 7 days or less prior to the booking date contact the Gallery by phone on 02 6681 6167 or email to gallerybookings@ballina.nsw.gov.au to submit a request for cancellation.

8. *How do I organise extra tables or chairs to be made available for my booking in addition to what is listed in the 'standard inclusions' of the Space details?*

Additional trestle tables, chairs or Victorian hanging systems are available on request. All requests for additional items can be requested in the 'Notes' section of the booking window or emailed to gallerybookings@ballina.nsw.gov.au no less than 8 days prior to the activity.

9. *Are the workshop spaces air conditioned?*

No. There are windows and doors that can be opened for natural ventilation.

10. *Are there tea/coffee facilities?*

No. A range of food and beverages are available for purchase at the Ballina Gallery Café in the adjacent building. This is a separate business and not included in the hire arrangement for the workshop spaces. Any catering arrangements with the Gallery Café are to be negotiated independently of the Gallery or Ignite Studios @ NRCG hire agreement.

11. *Do I have to set the room up myself?*

Yes. Each of our spaces operates on a self-service model. The spaces will have the trestle tables and chairs setup as listed in the standard room inclusions. It is the responsibility of the hirer to setup and pack up any additional tables and chairs and leave the room setup as they found it. It is important to allow sufficient time within your booking period to allow for setup, pack up and to leave the hire area in a clean and presentable condition for the next hirer's use.

12. *I am planning a pop-up exhibition – will the Gallery mind the space for the duration of my booking?*

No. Each of our spaces operates on a self-service model. Hirers are responsible for sitting the space for the duration of their activity.

13. *Will the Gallery assist with installing my pop-up exhibition or provide curatorial advice?*

No. Each of our spaces operates on a self-service model. Hirers are responsible for the planning, setup and pack down for all activities.

14. *Will the Gallery take a commission for sales of any tickets or products as a result of my planned activity?*

No. 100 % of profits generated by sales for products or services of the Hirers activities is theirs.

15. *I would like to bring in additional displays or furniture for my activity. Is this allowed?*

Yes. Keeping in mind safety of visitors is the responsibility of the Hirer and any personal equipment must be safe for a public space and no drilling can be done in any walls within the Ignite Studio @ NRCG spaces to secure furniture or equipment.

16. *Am I required to clean up after my booking?*

Yes. We ask that you leave the room clean and all additional tables and chairs packed in the corner of the room. All rubbish is to be bagged and placed in the external rubbish bins at the eastern side of the building. Floors should be swept if necessary.

17. *Will the Gallery team help promote my activity/workshop?*

The Gallery can assist with cross promotion through the Gallery social media platforms. The hirers are responsible for creating a FB Event or Website link and the Gallery can share this link via the Gallery's Facebook or Instagram sites. Cross promotional web links must be provided to the Gallery at least 4 weeks prior to the event start date via email to gallerbookings@ballina.nsw.gov.au

18. *Will the Gallery manage my event bookings and payments?*

No. Hirers are responsible for managing all aspects of bookings and payments for their event.