

INCINERATOR ART SPACE

2 Small Street, Willoughby NSW 2068
www.willoughby.nsw.gov.au/arts
Curator & Visual Arts Coordinator, Arts and Events Unit,
Willoughby City Council on 02 9777 7972
or VisualArt@Willoughby.nsw.gov.au

HIRE AGREEMENT TERMS CONDITIONS OF HIRE

Hire Period

Incinerator Art Space is available for hire for three weeks only. This includes one day (Tuesday 9am - 5pm) for installation and one day (Monday 9am - 5pm) for de-installation. No installation can occur outside these times.

Exhibition opening hours are Wednesday to Sunday, 10am – 4pm.

Public Holidays

Incinerator Art Space is closed for public holidays. If there is a public holiday during the hire period, there will be no charge for that day. If the Hirer would prefer to remain open on a public holiday, the standard daily rate will apply, charged at the applicable rate as outlined in the hire fees.

Hire Fees

Commercial/Private/Education Institution
– \$896 per week (incl. GST).

Community Organisation/Group Exhibition or Artist
Group Show – \$644 per week (incl. GST).

Individual artist – \$420 per week (incl. GST).

Category D:

Full Concession. See Council's Community Facility Concessional Hire Policy which outlines the conditions under which a full concession may be available.

All groups listed above must pay a bond of \$200.

Please Note: These rates reflect the fees for the financial year 2023/24, with fees reviewed annually. There will be a standard minimal increase each financial year, starting from 1 July. Upon inquiry, a Council officer will confirm your rates and charges.

The Hire Fee includes:

- Access to the space to install and de-install the exhibition
- Use of the hanging system, lighting system and suspension rack
- Use of plinths, ladders, trestle tables and trolley
- Listing on Incinerator Art Space exhibition calendar on Council's website
- Listing in *Art Guide* magazine and website
- Possible inclusion in *Art Collector's* monthly e-newsletter *What's On*
- Inclusion in Willoughby Visual Arts brochure
- Dissemination of your exhibition details via Council's monthly Visual Arts exhibition eDM
- Weekly cleaning of toilets and floor
- Advice from the Curator & Visual Arts Coordinator as appropriate.

The Hire fee does NOT include the following which must be provided by the Hirer:

- Exhibition staff to install, mind or de-install exhibition
- Insurance of artworks or public liability insurance
- Openings, including catering, glasses hire, wait staff
- Security, in addition to that provided by Council to check the building
- Advertising of exhibition other than in *Art Guide* listings and Council's website, brochure and eDM

- Cleaning of exhibition space after de-installation. (This must be done by the Hirer)
- Provision of microphones or PA
- Use of phones, computer, photocopier, postage, WiFi or internet access etc.

Confirmation of Hire

- Once the Hire is confirmed a letter or email will be sent to the Hirer outlining the cost of the bond and the full hire period.
- The Hire Agreement Form can only be signed by a person aged 18 years and over.
- Deposit of the bond and payment of the hire fee in full is to be paid at least 60 days prior to the exhibition period, on receipt of Council's tax invoices. If these fees are not received by this date Council may cancel the booking and re-hire the venue.

Bond

- A bond is required as stipulated to cover any damage or missing equipment, the return of the two swipe cards and two keys or any other of breach of the Hire Agreement Terms.
- At the end of the hire period, the exhibition must be de-installed on the agreed day.
- Hirers must leave the space in the same condition as it was hired. The space will be inspected after de-install to ensure that it has been maintained in original condition, all equipment has remained on site and the swipe cards and keys are returned. If all these conditions have been met, the Bond will be repaid to the Hirer. The refund can take up to six weeks to be received by the Hirer.

Payment of Fees

• In Person

Cheque/Money Order/Debit & Credit Card at Customer Service, Ground Floor, 31 Victor Street, Chatswood.

Hours are 9am – 5pm, Monday to Friday.
1% service fee applies to credit card payments.

• By Mail

Cheques or Money Order made payable to 'Willoughby City Council' and sent to:

Curator & Visual Arts Coordinator,
Willoughby City Council
PO Box 57,
CHATSWOOD NSW 2057

• Online

Visit Council's website www.willoughby.nsw.gov.au and go to Rates & Payments to pay this account by credit card (Visa and Mastercard). A 1% service fee applies. Please refer to your invoice for details.

Note: No credit card payments can be made by phone.

Right of Refusal

Council reserves the right to refuse any application or cancel any booking for use of Incinerator Art Space where the responsible Council officer believes such booking to be contrary to the public interest. Disputes may be referred to the General Manager whose decision shall be final. Council will not be liable for any form of compensation.

CANCELLATION

Cancellation by Hirer

Cancellations by the Hirer must be in writing (or emailed). Verbal cancellations will not be accepted. In the event of cancellation by the Hirer the percentage of the fee forfeited will be as follows:

- More than 60 days from commencement of hire period – 50% deposit forfeited.
- Less than 60 days from commencement of hire period – 100% of deposit forfeited.

Termination for Breach

If at any time the Hirer is in breach of a material term of this Agreement, Council may in its own absolute discretion, cancel the hire of the venue by giving written notice of such cancellation to the Hirer. Should the hire of the venue be cancelled the full hire amount (specified in the hire fee schedule) shall be payable by the Hirer.

Force Majeure

If either party to the agreement is rendered unable wholly or in part to carry out their obligations under this Agreement, both parties will utilise reasonable endeavours to mitigate the effects of a Force Majeure event. Subject to availability of the Venue, an event may be rescheduled at the discretion of Council. Costs associated with any form of relief granted under a force majeure event shall be borne by the Hirer.

(A “Force Majeure” event may refer to an act of God, a strike, a lockout, an act of public enemy, civil commotion, war, blockage, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention and any other cause which is not within the control of the party alleging it).

EXHIBITION GUIDELINES

The objective of these Guidelines is to:

- Ensure that the Hirer presents their exhibition in a professional manner.
- Provide a quality visitor experience.
- Retain a consistent branding and marketing message for Incinerator Art Space across the twelve month program.

Promotional Material

- The Visual Arts team will list the exhibition on Council’s Visual Art web pages, *Art Guide* and possibly *Art Collector*. The hirer must provide a final artist statement, images, image captions and opening and event details at least twelve weeks prior to the exhibition.
- The Visual Arts team will design the exhibition invitation, poster, e-vite, adscreen poster and social media posts. The Hirer will be responsible for sourcing and paying for any printing costs.
- The Hirer is responsible for any additional promotion of the exhibition, such as media releases, exhibition catalogues, art magazine advertisements etc. (optional). These must be provided to the Visual Arts team for approval at least eight weeks prior to release to ensure that they meet the Guidelines. Changes to material may be requested by Council’s Communications team.
- The Hirer must ensure that Willoughby City Council is properly acknowledged and listed on any media releases, catalogues and/or advertisements. The appropriate acknowledgement is:

Willoughby City Council is gratefully acknowledged for the provision of Incinerator Art Space.

This should be placed at the bottom of the page on the catalogue, advertisement and media release. The Council logo is not to be used.

The Hirer must use the Incinerator logo provided by the Council Officer.

- Council requires two copies of invitations, poster, catalogue or other collateral for archival purposes.
- Postage of invitations is the Hirer’s responsibility.

Wall labels, price lists and catalogues

- If the Hirer is producing a catalogue, this must be provided to the Visual Arts team for approval at least two weeks before printing.
- The Hirer must NOT include the Willoughby City Council logo on their room sheet or catalogue.
- The Hirer must use the Incinerator logo provided by the Council officer for both catalogue and room sheet.
- Wall labels and text panels may only be used if approved by the Visual Arts team at Willoughby City Council. The Hirer must use small amounts of Blu Tack only to attach labels, text panels and exhibition information on walls. Removable vinyl lettering for labels or exhibition titles is acceptable.
- A catalogue or room sheet with prices, title of works and dimensions must be available to the public. Only the Incinerator Art Space roomsheet template is to be used. Alternately this information can be presented on wall panels, if approved by the Visual Arts team.

Delivery & Collection of Work

The Hirer is responsible for all costs associated with transporting work to and from Incinerator Art Space, including transit insurance.

Installation and de-installation

- Installation must occur on the allocated Tuesday and de-installation on the allocated Monday, between 9.00am - 5.00pm.
- Council staff may be available to provide advice on installation of artworks, particularly if such installation may damage the art space and/or its equipment. Council staff will not install or de-install the exhibition for the Hirer.
- Any special requirements for the installation process must be detailed in the application form and approved by Council. Alternately, if an installation process or feature becomes apparent during the creation of their exhibition, the Hirer must promptly discuss this with the Visual Arts team, for approval.
- All Work Health and Safety standards must be observed during all aspects of the exhibition period. Hirers will be given an induction of the site and will be provided with a Risk Assessment Safe Work Method Statement (SWMS). The Hirer must comply with the SWMS and any COVID-19 safety instruction. The Hirer is then responsible to induct all people who work with them on site. No component of installing at Incinerator Art Space can commence until this induction has taken place (including the unloading of artworks from their vehicle).

- Council is not responsible for any artworks, equipment or materials left behind after an exhibition and reserve the right to dispose of all artworks, equipment and materials immediately.
- Incinerator Art Space walls should not be penetrated in any way. Use of nails, tacks and double-sided tape is prohibited. The space is equipped with a professional hanging system, requiring 2D works to have suitable 'D' rings attached.
- The Hirer should advise of how many hanging wires and hooks they require, so more can be provided if available. Hanging wires are not to be cut.
- Basic equipment is provided (plinths, ladders and trolley) and is not to be removed from the space.
- Hirers are responsible for their own artwork and equipment. Council will not accept responsibility for loss or damage of exhibitor's artwork or equipment.
- Lights must NOT be moved from their position in the hanging tracks by the Hirer. Please consult with the Visual Arts team if any lights need to be repositioned.
- The Hirer is to notify the Visual Arts team immediately if a light globe needs replacing.

Use of Courtyard

There is an exterior courtyard outside the gallery. If the Hirer wishes to use this area for an event or display of artwork, this must be discussed in advance with the Visual Arts team. If approved, additional risk assessment will be required.

Storage

Council is unable to provide any storage facilities. All art packaging, materials or un-displayed artworks must be removed from Incinerator Art Space during the exhibition. The accessible toilet is not to be used for storage.

Supervising the Exhibition

- The Hirer is responsible for minding the exhibition. It is recommended that the Hirer minds the exhibition as they can best facilitate information about the art.
- At no time should Incinerator Art Space be unattended or closed during the advertised hours of the exhibition. If an emergency should arise and the Hirer cannot open the building, the Hirer must inform the the Visual Arts team immediately who will place a sign. In this instance, Council will not mind the space.

Openings & Events

- Exhibition Openings can be held in the venue at the Hirer's cost.
- Openings will be subject to any Public Health Orders in relation to COVID-19 in place at the time of the exhibition. Hirers may need to adapt or cancel opening events in the event of changes to Public Health Orders.
- The Hirer is responsible for ensuring that the number of persons in the space does not exceed 104 people, the maximum allowable under the Building Code of Australia (BCA) The maximum capacity of the venue will be reduced to the requirements of any Public Health Orders if they are in place.
- A bar refrigerator and microwave are on site for use.
- All glasses, bottle openers, serving dishes etc. are the responsibility of the Hirer.
- Food and beverages are the responsibility of the Hirer.
- All costs associated with catering, serving and cleaning up are the responsibility of the Hirer.

Alcohol & Noise at Openings & Events

- The Hirer is responsible for all aspects of serving free alcohol including prevention of under-age drinkers and providing a server with a Responsible Service of Alcohol qualification.
- If the Hirer wishes to sell alcohol they must acquire a Limited license – single function from the Liquor & Gaming NSW and provide a copy to Council.
- No amplified music is to be played after 6pm.
- Hirers and their visitors are asked to consider nearby residents and leave the premises quietly.

Sales

- The Hirer is responsible for managing all sales.
- Willoughby City Council does not charge any commission on sales made during Hirer's exhibitions.
- No cash is to be kept on the premises.
- An EFTPOS machine is not available.

SAFETY & INSURANCE

Prohibited activities

The Hirer will not use the Incinerator Art Space for any of the following activities unless authorised elsewhere in this agreement:

- The erection or use of mechanical or structural amusement devices.
- Any activity which may pollute the environment or be contrary to State or Federal regulations.
- The holding of any fireworks display or the ignition of fireworks, or bringing onto the site; explosives, fuel or flammable liquid or substance, ammunitions, firearms or weapons of any kind without express prior written consent of the Council.
- Any unlawful activity.
- Sub-letting the facility.

Moving furniture, equipment & contents

The Hirer shall not remove or cause the removal of any furniture, equipment or other contents owned by the Council or by third parties from their usual position without reference to and approval from Council staff.

Risk assessment

In accordance with Council's Work Health and Safety Policy, the Visual Arts team will induct the Hirer into the site and the Hirer is required to comply with a Safe Work Method Statement risk assessment and any COVID-19 safety instruction. The Hirer is then responsible to induct all people working with them to also follow the safety procedures outlined in the SWMS. The Hirer is required to notify the Visual Arts team of any install or exhibition processes that will need to be risk assessed prior to install.

Indemnity

The Hirer will indemnify Council against any claim whatsoever which may arise out of the Hirer's actions or failure to act in any particular way relating to the agreed use of Incinerator Art Space.

This indemnity includes:

- Claims arising from any personal injury (including death), loss of value, loss of amenity or damage to property, and any costs or expenses arising therefrom.
- Transit insurance for the artworks, insurance for loss or damage of artworks.
- Public Liability for the Hirer or visitors to the space or any equipment provided by Council or brought by the Hirer into the Art Space.
- The Indemnity shall be reduced proportionately to the extent that such claim is caused, or contributed to by the negligence of the Council.

Public Liability Insurance Policy

The Hirer shall keep in force during the hire period, a Public and Products Liability Insurance Policy with a Limit of Indemnity of not less than TEN MILLION DOLLARS. Council may request a higher Limit of Indemnity in certain cases. A current Certificate of Currency must be produced to Council before the final invoice is paid. The exhibition cannot open without this.

Damage to Facility

The Hirer shall not damage or cause to be damaged to any portion of the facility including buildings, the lift, furniture, fittings, grounds and landscaping. The Hirer hereby agrees to indemnify Council for any damage sustained by the facility during the currency of the Agreement where such damage arose from the activities of the Hirer and was reasonably preventable by the Hirer. All damage is to be reported to Council no later than the next working day. If the damage is not satisfactorily rectified, the Hirer will forfeit the Bond.

GENERAL CONDITIONS OF USE

Access & Security

- The Hirer will be given two swipe cards and gate keys, which, are to be returned to Council at the end of the hire period. The Hirer can issue two swipe cards and two keys to other parties who may be minding the exhibition, but only the Hirer can receive the swipe cards and keys at commencement of the hire period.
- The Hirer must have a mobile phone as Council will not provide one.
- A security guard checks the building at night. If the building is broken into after-hours the security firm will make provision to temporarily secure the building and will inform Council. The Visual Arts team will inform the Hirer at the commencement of the next business day.
- Council should be informed immediately of any damage which occurs during normal business hours and will contact the Hirer as soon as possible.
- Council is not responsible for any damage to or theft of Hirer's artworks or belongings should a break-in occur.

Emergencies

The Hirer shall follow the reasonable direction of a designated Council officer when there is an emergency situation or to prevent an accident. Where no Council officer is present, the Hirer shall undertake responsibility to respond to an emergency by clearing the Facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so.

Parking

There is general parking available in front of the building (two hours limit) and in the Willoughby Leisure Centre car park (no time limit). To assist with installing heavy artworks, vehicles can be parked for short periods on the drive way near the lift, but not on the grass. Vehicles are NOT to park on the concrete near the café level doors as this is an unsupported bridge and may not bear the weight.

Children

Children must be supervised within Incinerator Art Space at all times and are not permitted to move unsupervised into other areas of the facility, lift, courtyard or café.

Animals & Plants

- No pets, animals or birds are allowed in Council Venues/ Facilities without written permission from Council. Registered guide dogs are exempt.
- Flower and plant material is not permitted in the Incinerator Art Space, unless part of an installation approved by the Visual Arts team.

Cleaning

The space will be given to the hirer in a clean condition. Council provides weekly cleaning of the floor and accessible toilet during the hire period. The Hirer must keep all areas tidy, clean and to a professional standard at all times.

Rubbish

The Hirer is to remove all rubbish from the opening, installing and dismantling the exhibition. Rubbish can be placed in the Council bins on site. Hirers are to comply with Council's recycling practices. Incinerator Café bins are not to be used for rubbish disposal.

No Smoking Policy

Smoking is prohibited in all Council buildings, the lift, stairs, storage areas, toilets and within 10 metres of Council premises. This also means no smoking in the courtyard.

Incinerator Cafe

Hirers are not to ask Incinerator Cafe for favours such as borrowing cafe furniture or placing flyers or artworks in cafe. Any requests must go through the Visual Arts team.