

## **Wollongong City Gallery's Conditions of Hire**

### **Terms and Conditions**

Requests for hire of rooms in the Gallery are to be made in writing by post email or fax to the Gallery and must be signed by a person aged 18 years or over. This person (hirer) must be in attendance at all times during the period of the function.

#### **CONDITIONS OF HIRE**

1. Hiring times are to include time required for setting up, dismantling, tidying up, etc which is the responsibility of the hirer unless otherwise specified in writing by the Gallery.
2. Should the function span of hours alter from that stated in the Function Agreement Form there will be additional charges for each additional hour, or part thereof.
3. Gallery rooms will be available for hire at the fee stated in the "General Information" sheet.
4. No bookings may be made on Good Friday, Christmas Day, Boxing Day, New Year's Eve and New Years Day
5. Functions are to conclude by 12midnight unless a prior agreement has been entered into with the Gallery.

#### **DEPOSITS**

The full payment of the venue hiring fee must be paid once you have decided on a date and venue space.

#### **LOSS OF PROPERTY**

Wollongong City Gallery will not accept any responsibility for any loss of or damage to any property belonging to the hirer or to any person attending the function or to any article left on the premises.

#### **CANCELLATIONS**

All cancellations must be notified in writing by post, fax or email to the Visitor Services Officer. All cancellations will incur a minimum 20% cancellation fee based on the total function cost. Cancellations made within 14 days prior to the function date will incur a fee not less than 50% of the total function cost and any cancellation made within 7days prior to the function date will incur a full charge of the full cost of the function.

#### **REGULATIONS/ACTS/LAWS**

The hirer is responsible for taking all reasonable precautions to protect the venue, equipment, exhibits or other property of Wollongong City Gallery Ltd.

1. The cost of accidental or negligent damage, beyond normal wear and tear is chargeable to the hirer.
2. This applies to damage caused through their own actions, action of their guests, contractors or sub contractors, before, during and after the function. Therefore the hirer should arrange own insurance.
3. Smoke machines, special effects, balloons and/or pyrotechnics cannot be operated with prior approval due to the effect on smoke detectors. Should the fire brigade or

- other emergency service be called to respond to an alarm in the function room which has been set off by such activity, then the hirer will be liable for any charges incurred.
4. The Gallery accepts no responsibility whatsoever for any loss or damages to property belonging to either the hirer or any other person attending the function.
  5. Advertising will be permitted only on boards provided for this purpose. The Gallery's approval is required prior to the erection of advertising signs.
  6. Sub-letting of any part of the Gallery is absolutely prohibited.
  7. No animals shall be allowed in the Gallery unless previously organised and approved by the Gallery.
  8. All spaces in the Gallery are strictly no smoking.
  9. Alcohol may not be sold within the Gallery unless the hirer holds and produces an appropriate Liquor License, a "Temporary On-License (Function)" A application form can be accessed via the NSW Department of Gaming and racing website [www.dgr.nsw.gov.au](http://www.dgr.nsw.gov.au) Applications are to be submitted to the local court at least 28 days before the date of the function and a copy lodged with council and local Police.
  10. The hirer is responsible for ensuring the responsible service and consumption of alcohol at the function, including ensuring person under the age of 18 are prohibited from obtaining and consuming alcohol.
  11. The hirer shall take all reasonable steps to prevent disorderly conduct in the Gallery and grounds throughout the period of hire.
  12. Noise levels are to be kept to a minimum at all times to avoid disturbance to groups using other areas of the Gallery.
  13. The hirer shall comply with the requirements of the Noise Control Act, 1975.

#### **FAILURE TO COMPLY WITH CONDITIONS OF HIRE and HIRING AGREEMENT**

1. Failure to comply with the conditions of hire could result in:
2. Contacting security personnel, the cost of which will be forwarded to the hirer.
3. The hirer being banned from future use of Gallery spaces.
4. The Gallery reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure.
5. Failure to comply with the requirements set out in these Conditions of Hire will be regarded as a breach of the Hiring Agreement, giving Gallery the right to sue for the recovery of any amount due in respect of such breach and/or to cancel any future bookings.
6. The following will be available to the hirer upon request and additional charge:  
P/A system, Lectern, data projector and screen

All charges above include GST.

#### **SERVICES AND FACILITIES AVAILABLE UPON REQUEST**

1. The kitchen includes a commercial oven, hot water facilities, and crockery, cutlery, platters, wine and champagne glasses.
2. Tables are available upon request by the hirer who is responsible for arranging tables and chairs as required and, for leaving all furniture as originally found at the conclusion of the function.
3. Tables and chairs can be set up for the hirer upon request and at an additional fee.  
n.b: tablecloths are not provide

## **CONDITIONS OF USE OF GALLERY ROOMS**

1. Gallery rooms must be left in a condition suitable for public use at all times.
2. Art works and exhibits are not to be interfered with, moved or handled in any way.
3. All chairs and tables must be picked up when being moved, they must not be dragged.
4. At the conclusion of your booking any spillage of food, liquid or other materials is to be removed from all surfaces.
5. All floors are to be left clean. Brooms and sweepers are provided in the kitchen for this purpose.
6. All garbage is to be removed from the premises at the conclusion of the function.
7. In addition, goods, materials or property brought into the Gallery by the hirer or any other person attending the function must be removed at the end of the function.
8. Displays within the Gallery must utilize notice boards - the use of tape, pins, blu-tac or other adhering material on the Gallery walls, floors and fitting is strictly forbidden.

## **SAFETY and SECURITY**

1. Fire extinguishers and emergency equipment shall not be interfered with under any circumstances unless in case of fire.
2. All passageways, aisles and exits shall be kept clear and useable for public safety.
3. For safety and security reasons a Gallery representative may at his or her discretion close the entrance doors to the gallery and/or refuse admission to any person.
4. The Gallery may immediately terminate any function that has become disorderly.