

Robina Community Centre Art Gallery

Standard terms, conditions and
guidelines for use.

Revised January 2017

CITY OF
GOLDCOAST.

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1. Definition of Terms used in this Document

'**Gallery**' means the Robina Community Centre Art Gallery

'**Authorised Officer**' means the Officer authorised from time to time by the Director Community Services of the Council of the City of Gold Coast.

'**User**' means the Organisation, Collective or Institution identified at "Organisation Name" on the Robina Community Centre Art Gallery Booking Agreement.

2. Grant of Use

The Council of the City of Gold Coast (Council) grants the user the right to use the Robina Community Centre Art Gallery for the period on the terms of this agreement. The user accepts this right.

This right is strictly limited to the Robina Community Centre Art Gallery only.

Use of other areas within the Robina Community Centre, including the kitchen and the Centre foyer, must be negotiated separately with the community centre manager. Such use may incur a cost.

The user will always allow Council officers' access to the Robina Community Centre Art Gallery and will comply with any reasonable requirement or direction given by those officers.

3. Use of Gallery and City of Gold Coast Council owned equipment

3.1 Hours of Use

The Gallery will be unlocked and available for use during the same operating hours as the Robina Branch Library and either the Library staff or community centre management staff will be responsible for locking and unlocking the Gallery. Unless previously arranged and approved by community centre management staff, the user will not be permitted to lock or unlock the Gallery, or to direct library or community centre management staff to lock or unlock the Gallery.

Use of the Gallery outside of normal operating hours will be negotiated with the community centre management and will involve an induction process including but not limited to how to lock/unlock the Gallery. Such use outside of normal operating hours may incur a cost.

The Gallery is a public venue and neither the community centre manager nor Council officers, including Library staff, are responsible for the security of the various artworks or other possessions.

3.2 Suitability

The Council does not warrant that the Gallery is adequate or fit for the purpose to which the user will put it under this agreement. The Council will not be liable to the user for any loss or damage arising from the Gallery not being adequate or fit for this purpose.

3.3 Sale of Artwork

Artworks exhibited in the Robina Community Centre Art Gallery may be for sale at the user's discretion. It is the user's responsibility to ensure adherence to all government requirements including licences, fees and taxes. Sold artworks must not be removed until the completion of the exhibition.

No commission will be payable to the Council and under no circumstances will Council be involved in any sales transactions either directly or via association.

3.4 Alterations and Additions

The user will not make any alteration or addition to the Council's fittings, facilities, equipment or any part of the Gallery. This includes the cutting of the Curtrax hanging system wires (the wires are to be wound up and taped to the back of artwork). The use of Blu Tack or adhesive tape on the walls is prohibited.

3.5 Catering

Written permission must be obtained from the Authorised Officer (or delegate) before supplying food or alcohol in the Gallery, for example, as part of an exhibition opening function. Should such functions be hosted such use must be arranged through the community centre manager. This use will incur a cost.

An Application for Liquor Permit must be completed and submitted to community centre management for any liquor that will be consumed onsite. Please allow 28 days for processing

If it is the intention of the user to sell liquor to function attendees or the function is open to the public and alcohol is being served, an appropriate liquor permit or exemption must also be obtained from the Queensland Government Liquor Licensing Commission. Proof of compliance must be furnished to the Authorised Officer (or delegate) prior to the commencement of the function in question. Please allow 21 days for the processing of the permit.

3.6 Set Up

Set up must take place on the first day of the period on the terms of this agreement. Written permission must be received from the Authorised Officer (or delegate) before altering the date of set up or vacating the Gallery.

The user is responsible for all setting up of the gallery. This includes the provision of **all** requirements such as stepladders, plinths, equipment, materials, stationery requirements etc. Library staff or community centre management are not permitted to provide such equipment to the user.

All artworks must be displayed using the supplied Curtrax hanging system or, in the case of sculptural works, on plinths. The Curtrax hanging system is stored in the community centre manager's office. The Curtrax hanging system must be collected from the community centre manager on the first day of the period of use between 8am – 12pm and returned to the community centre manager before 12pm on the last day of the period of use.

Permission must be obtained before using display boards and easels.

Signs of any kind which are to be placed at the entrance of the Gallery or in the centre, must have prior approval from the community centre manager.

The user shall accept full responsibility for the custody of all articles and items supplied by the Gallery and for their return immediately upon the close of the exhibition. Items missing, lost or damaged may be charged at current valuation.

3.7 Vacating the Gallery

The user will on the last day of the agreement:

- remove from the Gallery all artworks and other property by 12pm
- leave the Gallery, facilities and equipment in a clean, safe and proper condition to the reasonable satisfaction of the Authorised Officer (or delegate)
- return the Curtrax hanging system to the community centre manager by 12pm.

3.8 Compliance with safety and environmental requirements

The user will use the Gallery and its facilities and its equipment in a safe and proper manner so as not to involve any risk of injury to persons or damage to property and will immediately comply with any reasonable direction of the Authorised Officer (or delegate).

Nothing in this agreement will transfer any responsibility for the safe and proper use of the Gallery, its facilities and equipment from the user to the Council nor will it require the Authorised Officer (or delegate) to give any direction in relation to the safe and proper use of the Gallery, its facilities and equipment.

4. Promotion

The User will mention the City of Gold Coast in all media associated with its use of the Robina Community Centre Art Gallery.

No advertising of any description or kind shall be permitted upon or in any part of the Gallery without the written permission of the Authorised Officer (or delegate).

Signage providing contact details only for artists and related galleries or commercial outlets is permitted, but is limited to two (2) no larger than A4 in size. A reasonable number of business cards may be provided. It is the user's responsibility to ensure that these are kept in a neat and tidy manner.

If the Authorised Officer (or delegate) is of the opinion that any notice exhibited is for any reason unsuitable or inappropriate, the User may be required to either remove or alter the device in question.

5. Insurances

The user will ensure that nothing is done or permitted to be done in the Gallery which may cause any insurance policy to become void or voidable, or which may increase the premiums payable in respect of that insurance.

The user shall at all times ensure that any person or persons engaged or employed by her/him on the premises shall be fully covered by a workers compensation policy or volunteer insurance policy and shall, if required, produce evidence of such cover to the Council.

6. Accident, Damage or Loss

If the Gallery or Council's facilities or equipment are damaged by any act or omission by the user, the user agrees to pay on demand to the Council an amount equal to the costs incurred by the Council in repairing, reinstating or replacing any damaged area, facilities or equipment. The cutting of the hanging cords that are part of the Curtrax hanging system will be considered damage.

The user will advise the Authorised Officer (or delegate) as soon as they become aware of damage or loss to the Gallery, its facilities or equipment or any injury to any person occurring in or about the Gallery.

The Council shall not be held responsible in any way for any damage to or loss of any property placed in the Gallery by the user nor for any loss occasioned by the user, through accident or failure of the electricity or other plant by any unavoidable cause.

7. Artworks

Any rights and powers of the Council under any of the provisions of this agreement shall not be deemed to impose upon the Council any responsibility for the selection of the work or works proposed to be exhibited or being exhibited on the premises at any time.

The user warrants and represents that all artworks exhibited as part of the exhibition is an original design and does not infringe and is not likely to infringe any intellectual property rights of any person nor involves any unauthorised use of character or personality or any other third party right or interest.

The user further warrants and represents that they will not infringe or breach or permit or suffer to be infringed or breached any copyright or any other protected right in connection with any exhibition or use of the Gallery.

The Gallery is for the display of original artwork only. The display of reproductions of artworks, including reproductions in other media including (but not limited to) postcards, calendars, clothing and mugs, whether or not these reproductions are for sale, is prohibited.

8. Cancellation by Council

Council may cancel any booking or exhibition at any time for any reason.

9. Single User

Transfer of Gallery use from the agreed organisation, without written permission from Council, is absolutely prohibited, and will not be recognised under any circumstances.

10. Administration

The general administration and control of the Gallery is vested in the Authorised Officer (or delegate) who shall exercise absolute discretionary powers for the good order and control of such premises.

11. Disputes

In the event of any dispute or difference arising as to the interpretation of the agreement or as to any matter or item therein contained or as to the meaning of any of the conditions, terms and guidelines, the decision of the Authorised Officer (or delegate) thereof shall be final and conclusive.

Any function/event of any kind shall be subject to the terms and conditions of the agreement which it shall be taken as read and understood by the user upon the signing of the document.

12. Contact details

Robina Community Centre Manager

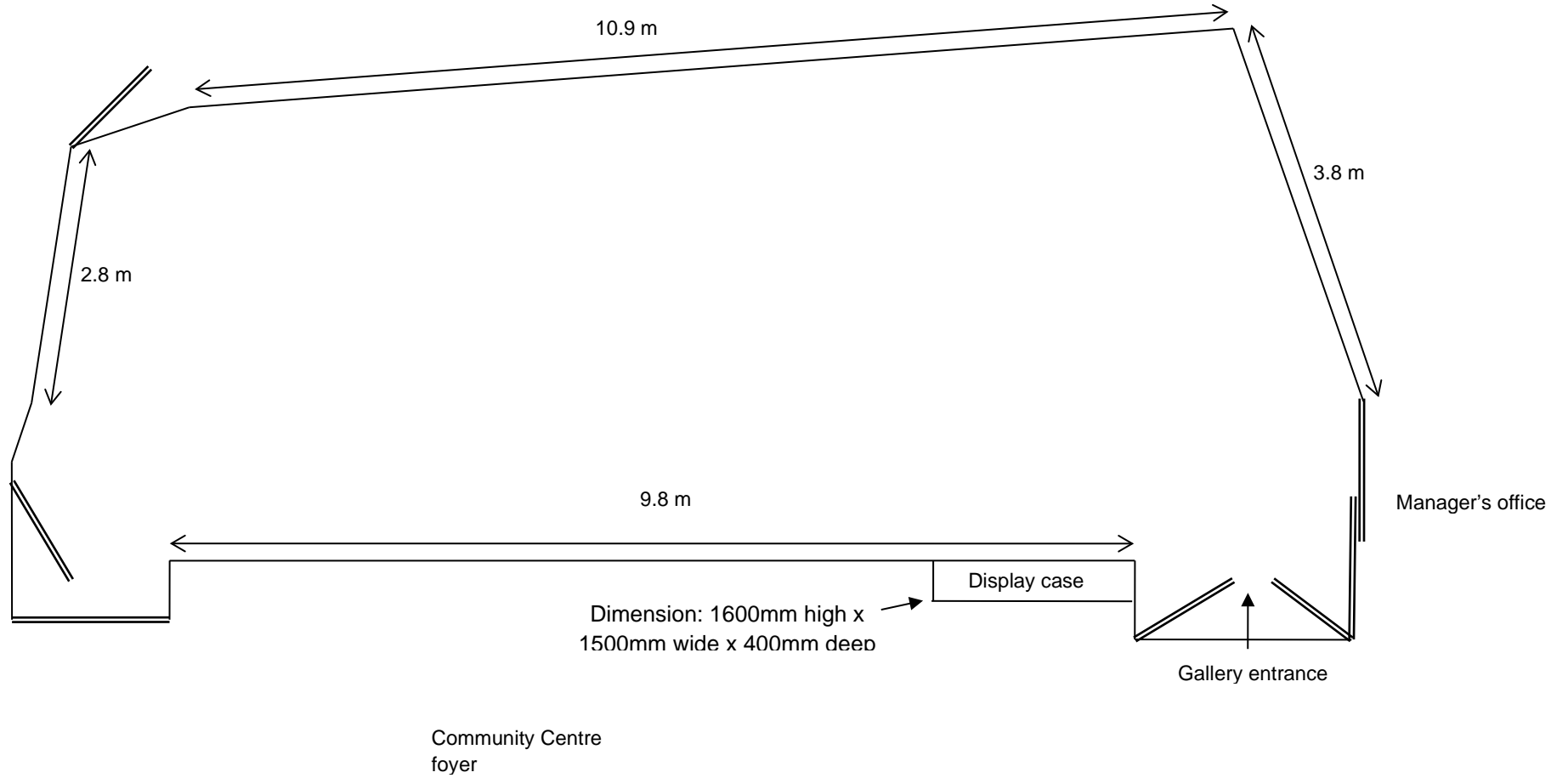
196 Robina Town Centre Drive (corner San Antonio Court), Robina

Phone: 07 5581 1815

Email: robinacc@goldcoast.qld.gov.au

13. Floor plan of Art Gallery

Ground floor plan of Robina Community Centre Art Gallery



For more information

P 1300 GOLDCOAST (1300 465 326)

W cityofgoldcoast.com.au

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