

Liquor license:

Bring your own (BYO) or providing attendees alcohol free of charge is allowed at the venue. If you are selling alcohol you must obtain a liquor license.

Is your event allowing alcohol Yes No

If yes, it it: BYO Provided at no cost Charging for purchase

Photographic and media permission

Yes No

Wodonga Council often requires photographs/video footage to be taken of residents, community members using the council's services or participating in the council's events for use in publications, on the council's website/social media and/or by the media and affiliate organisations. Please indicate below if you give permission for the council to reproduce photographs/video footage taken of you in our various publications and to the granting of a non-exclusive licence, including use by the media.

Applicant's declaration and agreement

I confirm that I have been provided with the document titled *Arts Space Wodonga terms and conditions of use*. I have read and understood and agree to abide by it. I understand my requirements of hiring this space for a function and that by signing this document I must adhere to all the dates and times.

Organisation: _____

Signature of applicant: _____

Date: _____

Please return your completed **application form** and **supporting documentation** to the co-ordinator Arts Space Wodonga at the address below.

Enquiries: Enquiries: (02) 6022 9600 or artsspace@wodonga.vic.gov.au

Deliver to: Public Programs Officer,
Arts Space Wodonga,
Cnr Lawrence and Hovell streets,
Wodonga,
VIC 3690

OR

Post to: Public Programs Officer,
Wodonga Council,
PO Box 923,
Wodonga,
VIC 3689

OFFICE USE ONLY		
Application approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Staff name:	Signature:	Date:

1. VENUE

Arts Space Wodonga shall:

- 1.1. Provide a venue for the display of artworks, the showcase of performance works, and a space for artistic and cultural forums and workshops;
- 1.2. Provide appropriate access to plinths, display, installation or catering equipment
- 1.3. Provide numbers for labelling exhibition items;
- 1.4. Provide persons hiring the space with access to kitchen facilities for exhibition openings and other approved activities;
- 1.5. Inform and demonstrate emergency evacuation procedures; and,
- 1.6. Wodonga Council reserves the right of veto (either prior or during an activity) with regard to the type and presentation of material to be exhibited and showcased in the space.

Arts Space Wodonga shall NOT:

- 1.7. Offer environmental conditions as per the Victorian Museums Accreditation Program.

The person hiring Arts Space Wodonga shall:

- 1.8. Ensure that all performances and presentations provide seating for all in attendance and that seated audience numbers do not exceed 100;
- 1.9. Ensure that standing audience numbers do not exceed 150 or compromise the safety and comfort of others;
- 1.10. Return all fittings and items to their original state and place of storage;
- 1.11. Clean all floor and kitchen surfaces, and crockery used, after activities;
- 1.12. Make good any damage caused to property of Arts Space Wodonga resulting from installation and display of exhibitions or hosting of activities; and,
- 1.13. Negotiate alternate hours of opening with the co-ordinator of Arts Space Wodonga and staff the venue accordingly.

2. OPENING HOURS

Arts Space Wodonga shall:

- 2.1. Negotiate opening hours and entrance requirements with the hirer of the space;
- 2.2. Ensure that the space is open during the hours of operation:

Monday to Friday	10am to 5.30pm
Saturday	9am to noon
Sunday and public holidays	Closed

3. PAYMENTS

Arts Space Wodonga shall:

- 3.1. Invoice the hirer for:
 - 3.1.1. All exhibitions and functions will be invoiced at the end of their event.
 - 3.1.2. If a deposit is paid the balance of payment for the exhibition will be invoiced;
 - 3.1.3. Full hire fees if cancellation is less than eight weeks from commencement of exhibition or activity (see point 3.4); and,
 - 3.1.4. A fee of \$32 (including GST) for temporary public liability cover should individual hirers not hold a current Public Liability Insurance Policy.
- 3.2. Deduct 25 per cent commission from the total price of any artworks. Payment from art works sales, minus commission, will be paid to the hirer within 30 days of close of exhibition or ticketed activity.

The person hiring Arts Space Wodonga shall:

- 3.6. Be invoiced for goods are missing, damaged or not returned to their original state and place;
- 3.7. Agree to pay the balance of costs for venue hire as per the current signed hirer's agreement. The balance of payment for venue hire is due within 30 days of the completion of the exhibition or activity;
- 3.8. In the event that use of the space does not proceed, and if the cancellation is more than eight weeks prior to the scheduled booking, the deposit shall be forfeited. If cancellation is less than eight weeks, the deposit shall be forfeited and the balance of hire fee applied; and,
- 3.10. Agree to pay the public liability excess of \$250 in the event of a claim against the hirer under the temporary public liability policy cover referred to in point 7.4.

Please sign here

4. STAFFING

Arts Space Wodonga shall:

- 4.1. Provide staff to undertake sales of artworks on behalf of the persons hiring the space, where required; and,
- 4.2. Provide advice and assistance with installation of exhibitions where required.

The persons hiring Arts Space Wodonga shall:

- 4.3. Be responsible for staffing openings and operating all activities as per a ratio agreed with venue staff.

5. MARKETING

Arts Space Wodonga shall:

- 5.1. Include information in newsletter publications, website, program of events and emails relating to upcoming events at Arts Space Wodonga and within promotional material where possible and where information is provided on time.

The persons hiring Arts Space Wodonga shall:

- 5.2. Undertake to meet the costs of design, printing, postage of invitations and all promotional material;
- 5.3. Arrange to pay for advertising of the activity beyond that specified in point 5.1;
- 5.4. Undertake, where appropriate, to contact the media for coverage of exhibition or activity;
- 5.5. Acknowledge the following in any promotional/advertising material and media contact - Arts Space Wodonga, cnr Lawrence and Hovell streets, Wodonga, phone (02) 6022 9600;
- 5.6. Include the logos of both Arts Space Wodonga and Wodonga Council on all promotional material and ensure all material is proofed by Wodonga Council's Communications and Marketing team prior to printing; and,
- 5.7. Be responsible for creating typed catalogues of works for exhibitions or programs. Please note - catalogues are to be proofed by curator of Arts Space Wodonga prior to printing.

6. LICENCES

Arts Space Wodonga shall:

- 6.1. Provide persons hiring the space with Australasian Performing Right Association (APRA) information and application forms where required.

Arts Space Wodonga shall NOT:

- 6.2. Accept responsibility for actions taken by APRA where the hirer has failed to meet his/her obligations as per point 6.7; and,
- 6.3. Accept responsibility for incidents arising where the hirer has failed to meet his/her obligations regarding food safety standards in Victoria, or liquor licensing requirements.

The persons hiring Arts Space Wodonga shall:

- 6.4. Contact Wodonga Council's environmental health officer on (02) 6022 9300 to obtain relevant food act registration for events where food (including alcohol) is sold or deemed to be sold. Please not - if an admission fee is charged and food is provided as part of that fee, then food is deemed for sale;
- 6.5. Abide by the national food safety standards when serving food or beverages during an activity at Arts Space Wodonga. For further information contact the Wodonga Council's environmental health officer on (02) 6022 9300 or Food Standards Australia and New Zealand on 1300 652 166 or foodstandards.gov.au;
- 6.6. Abide by the liquor licensing laws in Victoria and ensure that the necessary license and qualification is obtained if serving or selling alcohol. For further information contact Liquor Licensing Victoria on (03) 9655 6696 or justice.vic.gov.au;
- 6.7. Ensure that permission has been granted from APRA prior to the event, for public performance of copyright music, whether the performance is live or recorded; and,
- 6.8. All liquor licenses need to be displayed on the night, and all conditions of the license, set by the Department of Justice, are adhered to.

7. INSURANCE

Arts Space Wodonga shall NOT:

- 7.1. Accept responsibility for loss/damage of exhibited material, equipment or personal items brought into the space. Insurance and security is the responsibility of the persons hiring the space.

The persons hiring Arts Space Wodonga shall:

- 7.2. At all times during the hire term be the holder of a current Public Liability Policy in respect to the activities

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specified in the Hirer's Agreement, in the name of the hirer providing coverage for at least \$5 million and provide evidence of this policy. The Public Liability Policy shall be affected with an insurer approved by the Wodonga Council (Arts Space Wodonga). The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the council and shall extend to cover the council in respect to claims for personal injury or property damage arising out of the negligence of the hirer;

- 7.3. At hirer's discretion, be responsible for insurance to cover any loss or damage to the hirer's property brought into the Arts Space Wodonga;
- 7.4. Hirers without other public liability insurance shall pay a fee \$32 (including GST) for temporary public liability insurance as part of the hirer's agreement. A summary of the policy will be provided to each hirer. Please see co-ordinator Arts Space Wodonga; and,
- 7.5. Be invoiced for the public liability charge at the end of the event.

8. EXHIBITION OR ACTIVITY

Arts Space Wodonga shall:

- 8.1. Co-ordinate the sale of artworks behalf of hirers,
- 8.2. Provide advice to all hirers in the development and successful delivery of all exhibitions and events; and,
- 8.3. Curate all exhibitions in the venue.

The persons hiring Arts Space Wodonga shall:

- 8.4. Abide by the Arts Space Wodonga's right of veto as per point 1.6;
- 8.5. Undertake to deliver, install, dismantle and remove materials for exhibitions and activities, as per the dates/times specified in the hirer's agreement, via the delivery entrance in Havelock St;
- 8.6. Be responsible for the hanging of all works under the direction of the curator of Arts Space Wodonga;
- 8.7. Ensure that all work is appropriately displayed for public viewing;
- 8.8. Only use specified adhesive material on the walls, floors, ceilings and doors as advised by the curator of Arts Space Wodonga;
- 8.9. Ensure that all works displayed are of a safe construction and free from fault, including frames and stands;
- 8.10. Make alternate arrangements with the curator of Arts Space Wodonga for hanging works that weigh 10kg and over;
- 8.11. Ensure that works are installed in a manner which does not cause risk to the public or Arts Space Wodonga, and abide by any instructions from the curator of Arts Space Wodonga concerning manual handling, risk minimisation and public safety in this regard. The operation of the space may require the hirers to have capacities in manual handling, as per the Occupational Health and Safety Act 1985;
- 8.12. Take due care with the facilities, fittings and equipment;
- 8.13. Provide any specialist display equipment and advise the curator of Arts Space Wodonga of delivery times;
- 8.14. If hosting a launch arrange the function at a time mutually agreed with the co-ordinator of Arts Space Wodonga;
- 8.15. Be responsible for undertaking all activities relating to the purpose of hiring the space and incur all associated costs, including arranging entertainment, providing refreshments and staff to serve and hiring equipment;
- 8.16. Ensure that rehearsals or sound checks are done at an appropriate level when library is still open to public.
PLEASE NOTE: Arts Space Wodonga is a multi-purpose venue. From time to time the area will be booked for a range of uses (for example meetings, performances, recitals and forums) by community groups or individuals. The hirer must accept that during the period of exhibition the space may be used by other hirers. In rare instances, the exhibitor's agreement may be sought to move 3D displays to ensure safety of work at such times. Work will be restored to original location by staff as soon as practical;
- 8.17. Agrees to indemnify and keep indemnified the council, its servants and agents, from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought, or made, or claimed against them arising from the applicant's performance or purported performance of its obligations under this agreement, and be directly related to the negligent acts, errors or omissions of the applicant. The applicant's liability to indemnify the council shall be reduced proportionally to the extent that any act or omission of the council, contributed to the loss or liability; and,
- 8.18. Ensure that Arts Space Wodonga is left in its original condition, and all of the hirer's equipment and materials is removed from the gallery and store room.

Please return your signed **terms and conditions form** to Arts Space Wodonga at the address below:

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