

# Kirra Hill Community and Cultural Centre Art Gallery

## Standard terms, conditions and guidelines for use

*It is a requirement that you sign the Kirra Hill Gallery Booking Agreement that states, in part, that you have read and understood these terms, conditions and guidelines for use. Please contact Council if you require clarification of any aspects of this document.*

### Definition of Terms used in this document

'**Gallery**' means the Kirra Hill 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 *Kirra Hill Art Gallery Booking Agreement*

'**Council**' means the Council of the City of Gold Coast

### 1. Grant of Use

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

This right is strictly limited to the Kirra Hill Art Gallery only.

Use of other areas within the Kirra Hill Community and Cultural Centre, including the kitchen and the external events space, must be negotiated separately with the venue manager. Such use may incur a cost.

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

### 2. Use of Gallery and Council owned equipment

#### 2.1 Hours of use

The Gallery will be unlocked and available for use during the same operating hours as the venue manager is onsite. Venue management staff are responsible for locking and unlocking the Gallery. Under an agreed arrangement the user may be permitted to lock or unlock the Gallery outside of these times.

Use of the Gallery outside of normal operating hours will be negotiated with the venue manager. Such use may incur a cost.

The Gallery is a public facility and neither the venue manager nor Council officers' are responsible for the security of the various artworks or other possessions.

#### 2.2 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.

#### 2.3 Sale of artwork

Artworks exhibited in the Kirra Hill 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 Council and under no circumstances will Council be involved in any sales transactions either directly or via association.

## 2.4 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.

## 2.5 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 either in the outside area, or other areas of the centre outside the Gallery, such use must be negotiated with the venue manager. This use may incur a cost.

If it is the intention of the user to sell liquor to function attendees an appropriate liquor permit or exemption must 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.

## 2.6 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 before altering the date of set up or vacating the Gallery.

The user is responsible for setting up of the venue. This includes the provision of **all** requirements such as stepladders, plinths, equipment, materials, stationery requirements, etc. The venue manager is 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 at the venue manager's office. The hanging system must be collected from the venue manager on the first day of the period of use between 8am – 12pm and returned to the venue manager before 4.30pm on the last day of the period of use.

No more than 70% of wall space can be taken up with artwork and no more than 20% of floor space should be taken up with easels or plinths etc (in the case of sculptural or installation works special arrangements can be made). 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 venue 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.

## 2.7 Vacating the Gallery

The user will on the last day of the agreement:

- remove from the Gallery all artworks and other property by 2pm
- 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 venue manager by 4.30pm.

## 2.8 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.

### **3 Promotion**

The user will mention the City of Gold Coast in all media associated with its use of the Kirra Hill 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.

### **4 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.

### **5 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 it becomes 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.

### **6 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.

### **7 Cancellation by Council**

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

### **8 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.

## 9 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.

## 10 Disputes

In the event of any dispute or difference arising as to the interpretation of the agreement or as to any matter or thing 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.

### **Council's contact details:**

Community Centre Services Coordinator  
Council of the City of Gold Coast  
PO Box 5042  
Gold Coast MC QLD 9729  
Phone: 5581 5269

### **Kirra Hill Community and Cultural Centre details:**

Contact : Venue manager  
Phone: 07 5581 1964  
Email: [KirraHill@goldcoast.qld.gov.au](mailto:KirraHill@goldcoast.qld.gov.au)  
Physical address: 1 Garrick Street, Coolangatta

## Kirra Hill Community Art Gallery – floor plan

Gallery floor space is approximately 7 x 10 metres

