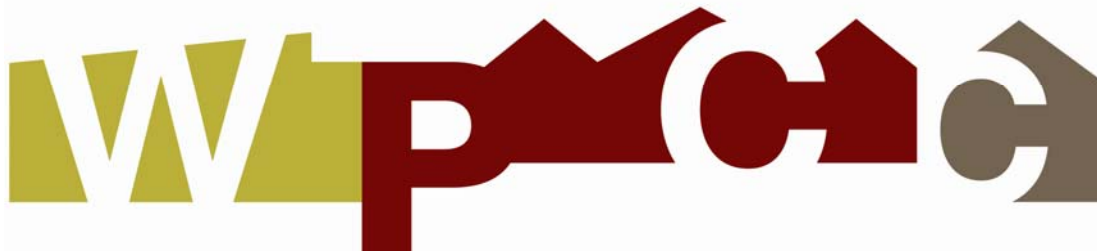


WESTERN PLAINS CULTURAL CENTRE



COMMUNITY ARTS CENTRE

HIRE POLICY

2013-2014



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Part One

General Terms and Conditions

(All hirers)

Introduction

The Community Arts Centre (CAC) is located on the Eastern side of the Western Plains Cultural Centre (WPCC) site. The rooms are refurbished classrooms that date back to the 1930s when the site was running as Dubbo High School. (I just came up with it I am sure there is something actually written somewhere that I can use, but just to give you an idea)

I. Booking Availabilities

- a. The CAC is available for hire seven (7) days a week as follows:

Monday – Friday- 9:00 am – 5:00 pm

Saturday and Sunday- 10:00 am – 4:00 pm

- b. The CAC is not available for hire on Christmas Day, Boxing Day, New Year’s Day and Good Friday.
- c. The CAC is closed for general maintenance each year from 24th December till the 3rd Sunday of January inclusive.
- d. Please call 02 6801 4444 to confirm the dates you would like to book. The booking will then be made tentatively until the Hire Agreement has been returned and the booking will be confirmed.

2. Room Hire Fees

Room Type	Name	Equipment Provided	Community Hire (per hour – 3 hour min)	Corporate Hire (per hour – 3 hour min)
General Meeting	Brigalow	30 chairs teachers table	\$8.00	\$22.00
	Coolabah	Trestle tables, 20 chairs, teachers table, whiteboard	\$8.00	\$22.00
	Kurrajong	35 tablet chairs, teachers table, whiteboard	\$8.00	\$22.00
	Bindyite	No chairs, mirrors, carpeted	\$8.00	\$22.00
Studio	Wet Studio	6 large tables 15 Stools 20 chairs 10 easels Sinks Shelving whiteboard	\$16.00	\$44.00
	Dry Studio	6 large tables 15 stools 35 chairs Whiteboard Shelving	\$16.00	\$44.00
	Dark Room	+ costs* + 20% (*may include cleaning/chemicals) Photographic paper price list available on request	\$16.00	\$44.00
External	Workshop Courtyard	sinks	By Negotiation	By Negotiation

- a. In accordance with DCC's Revenue Policy there are set fees for community and corporate groups. These fees are subject to change each financial year. Please see schedule below for the current fee schedule.
- b. Casual Hirers are required to pay at reception on the day of hire unless arrangements to be invoiced have been made with WPCC, in which case the hirer will be invoiced within thirty (30) days of the event. The hirer agrees to pay the hire fee thirty (30) days from the receipt of invoice.
- c. Cancellations for room hire are to be made five (5) working days prior to the function otherwise a \$100.00 cancellation fee may apply.
- d. Hire fees for casual room hire are to be paid or organised before occupying the room.
- e. Casual bookings commencing or finishing outside the core business hours listed above may be accommodated. These arrangements need to be organised with WPCC staff and may incur an additional fee.

3. Catering

- a. The on-site cafe, The Outlook Cafe is the WPCC's preferred caterer
- b. External caterers can be engaged for the CAC. Cleaning associated with catering is the responsibility of the hirer.
- c. Catering is negotiated directly between the hirer and the caterer.
- d. Hirers of the CAC are allowed to self cater within the "Community Arts Centre Hire Policy" guidelines as per section 13.

4. Parking

- a. WPCC has eighty (80) parking spaces available as well as unlimited parking in Gipps Street and Wingewarra Street.
- b. The concrete path leading to the WPCC front entrance is not to be used as a loading bay.
- c. The hirer will ensure no vehicles are driven on to WPCC grounds (with the exception of the car park) or parked in prohibited areas.

5. Equipment

- a. Each space is provided with a standard allocation of furniture appropriate to the use of the room (please see fee schedule for equipment provided or the Hire Agreement for other equipment that can be requested).
- b. All User Groups must not interfere in any way with the operation of the CAC or with records, materials or equipment of the centre, staff or other users of the CAC. In particular not to use any machinery or equipment other than any specified in the Hire Agreement and will not remove any equipment from the Centre premises.
- c. The Hirer agrees to make full restitution for any damages to equipment or premises as may, in the Manager of WPCCs absolute discession, be necessary.

6. Use

- a. The user group will not use the premises or equipment other than stated in the Hire Agreement
- b. The user group will not use the premises at any other time and/or day other than stated in the Hire Agreement

7. Prohibited Use

- a. Must not be used for gambling
- b. Must not conduct and illegal activity
- c. Must not conduct activities considered by the Manager of WPCC to be inconsistent with the centre's purpose and goals.
- d. Must not be used for commercial purposes (i.e. the selling of products)

8. Access

- a. Keys are to be collected in WPCC opening hours (unless otherwise organised) and returned once you have finished your contracted time in the area (stated on the Hire Agreement).
- b. Please ensure that all persons allowed on the premises, or permitted by the user group to use equipment, shall properly conduct themselves and ensure that any person forbidden by WPCC Administration to use the premises or equipment does not do so.
- c. Please ensure that any children allowed to enter under this agreement are properly supervised at all times and only use the premises that have been hired.
- d. User groups will allow WPCC administration to enter the premises at any time for the purpose of inspecting the premises or equipment or to undertake urgent repairs.
- e. The hirer and their guests must not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required.
- f. The Hirer will ensure all users complete details of the room booking on the white board located on the ground floor foyer area. Details of the booking to be erased when the room is vacated at the end of the event.
- g. WPCC Management reserves the right to exclude or remove any objectable person(s) from the Community Arts Centre or grounds without liability.
- h. Ensure that all users who enter and exit the CAC under this agreement do so as directed by the WPCC Administration.

9. Injuries

- a. The WPCC is committed to providing a safe CAC for the regional community. Any incident/ injury sustained by a person attending the CAC must be reported to the WPCC staff within 24 hours of the occurrence, by the respective hirer, as required under DCC's Accident/ Incident Reporting and Investigation Procedure. A copy this document may be obtained from the Centre Coordinator. It is recommended that all after hour's room hirers ensure familiarity with basic first aid.
- b. A first Aid Kit is located on the ground floor at the Southern end of the hallway of the CAC as indicated on the floor plan diagram. Use of first aid kits by hirers must be reported within

24 hours to the WPCC to ensure the kit is replenished and the injury reported.

10. Emergency Situations

- a. All Hirers will be familiar with the Emergency Evacuation Procedures as explained at the time of orientation and occupancy of the building and as outlined in signage and notifications.
- b. All Hirers ensure that a roll of people attending any session is kept and made available upon request to WPCC management or emergency services personnel.
- c. When a fire alarm is activated, The Hirers and their guests must exit the building at the nearest exit point and proceed to the emergency evacuation assembly point on the south/western side of the adjoining sports oval. Directions from WPCC fire wardens must also be observed.

11. Obstructions

- a. Chairs tables and equipment must not obstruct fire exit doors, floor or other surfaces
- b. WPCC Management reserves the right to change any even set up if it impedes the flow of traffic or poses a risk to staff or the general public

12. Signage

- a. WPCC Management reserves the right to approve/ disallow the display of any signage both within the function spaces and outside the building
- b. No items are to be nailed, screwed, stapled or adhered to any wall, door, floor or other surfaces

13. Facilities

- a. A telephone is located internally at the entrance to the building for emergency calls and internal calls to WPCC reception only. Local or STD calls cannot be made on this telephone.
- b. Kitchen facilities, including use of the urn, are available for use by users. Users are responsible for supplying their own cups, coffee, tea, sugar and milk when hiring the rooms.
- c. The kitchen is to be maintained in a clean and tidy state.
- d. All rubbish is to be secured in a plastic bag and disposed of in the sulo bins located in the corridor on each floor.
- e. Please ensure that after each use all furniture and equipment is replaced in its original position and clean.
- f. Leave the premises, kitchen, toilets and/or other parts of the building and all entrance and exit routes in a clean and tidy condition after each use.

14. Damages

- a. The hirer is financially responsible for any damage sustained to WPCC premises or equipment by the hirer or their guests before, during or after the event.

15. Agreements

- a. All sections of the agreement must be completed including the risk assessment

- b. Where additional conditions are agreed upon, details must be attached to the agreement.
- c. The person signing the Hire Agreement on behalf of the user group must have the authority to do so and will be responsible for payment, the collection and return of keys.
- d. All communication will be between the representative of the user group nominated on the Hire Agreement and WPCC staff, where practical.
- e. Each user group will receive a copy of the agreement.

16. Termination

- a. The CAC is a part of the Disaster Recovery Plan of DCC for the Civic Administration Building. In the event of a disaster, rooms at the CAC may need to accommodate DCC staff and work stations during the disaster recovery period. DCC may suspend or terminate any Agreement for this use. Unused fees paid by the user group will be refunded.
- b. DCC may need to temporarily re-locate a group to another suitable room. The hirer will be notified of the change and all precautions will be made to minimise any inconvenience.
- c. User groups shall be notified verbally and/or in writing where breaches of the clauses of the Agreement occur. Where a significant breach or repeated minor breaches of the conditions occur, the Manager WPCC may terminate the Agreement in writing.
- d. User groups may terminate the Agreement at any time by giving seven (7) working days notice in writing. Should there be no default by the user group at the date of termination, WPCC Administration shall refund any fees paid for a period beyond the termination. Refunds will not be granted should cancellation occur within one week of occupation.

17. Conflict Resolution

- a. Where conflict exists and conciliation or arbitration is required, a representative of the user group shall refer the issue in writing to the Manager WPCC who will arrange for the matter to be resolved by negotiation between the Director of Community Services, a representative of the user group and the Manager of WPCC.

18. Indemnity and Insurances

- a. The hirer must, at their own expense, take out and maintain at all relevant times the following insurance policies in relation to the following:
 - i. Public Liability Insurance Policy that provides for a minimum cover of \$20 million for each accident, claim or event. The Policy must be in the name of the Hirer and must be with an insurance company authorised under the Insurance Act 1973 to carry on insurance business in Australia.
 - ii. The Hirer must provide to DCC a copy of the Hirer's current Public Liability insurance certificate and attach it to the signed Hire Agreement.

19. Liabilities and Indemnities

- a. The hirer agrees to occupy and use the facility at its own risk and agrees to release, indemnify and hold DCC harmless from any claim, action, liability or suit brought against DCC unless and to the extent any such claim is caused or contributed to by DCC.

20. Alcohol
 - a. Alcohol must not be consumed on or brought into the CAC without prior consent granted by WPCC management.
21. Smoking
 - a. WPCC is a smoke free environment. Please ensure that smoking does not occur on the premises, as per the DCC Policy and NSW State Government Legislation.
22. Housekeeping
 - a. The hirer and their guests must obey any reasonable request by WPCC Management concerning the use of the premises and equipment.
 - b. The Hirer or their guests must not make any structural alterations to the premises including the attachment of nails, screws on any other fastenings (including sticky tape) to walls or fittings.
 - c. The WPCC Administration reserves the right (if permission granted by the subject) to make photographic record of an event for archival purposes or future promotions.
 - d. User groups must keep noise to a minimum as a courtesy to surrounding residences and other Centre users.

Part Two

Long Term Hirers

The below terms and conditions are in addition to the Part One of this document.

23. Security and Access

- a. Keys and security codes are to be collected in the opening hours of WPCC. The following fees apply to key and security access:
 - i. Key: \$30.00 deposit (refundable once key is returned)
 - ii. Security Code: \$50.00 (non-refundable)
- b. The user group must vacate the premises on or before the authorised time each day of use and ensure the premises are locked and secured at the end of each use.
- c. A surcharge of \$35.00 may be applicable to the user group for not arming the building security when last to leave necessitating a call out from the security company

24. Fees

- a. Hire fees for regular and long term bookings will be invoiced at the commencement of the financial year

25. Storage

- a. Communal storage (subject to availability) may be used by long term hirers. Storage will be designated areas and is limited
- b. All items are the responsibility of the user group and stored at the risk of the user group
- c. All efforts must be made to ensure the safe storage of items
- d. Items considered unsafe will be removed by DCC without notice.