



Terms and Conditions of Use and Hire (Schedule C)

West Torrens Auditorium Gallery

Hamra Centre, 1 Brooker Tce, Hilton

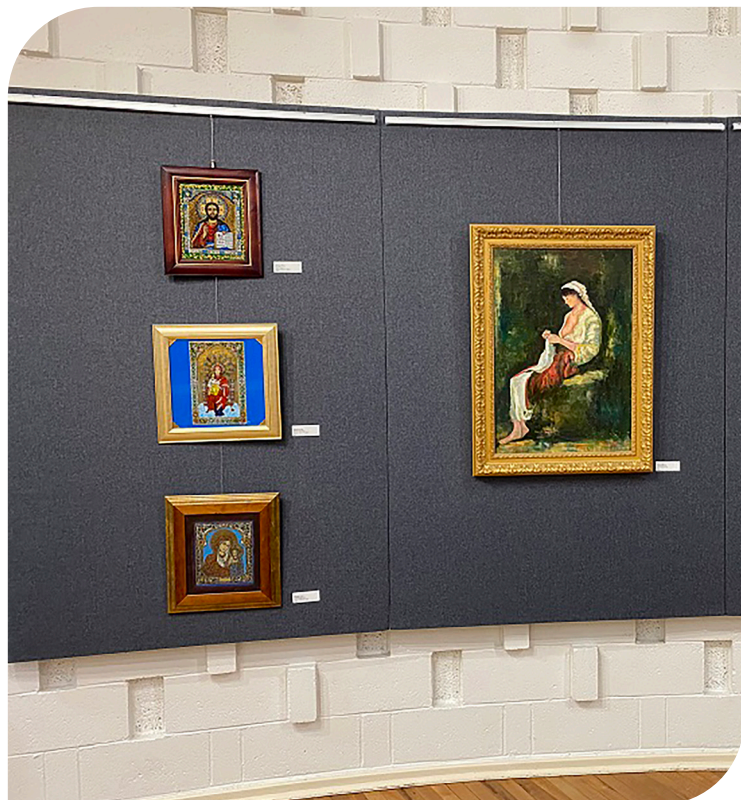
1. General

- 1.1 The West Torrens Auditorium Gallery (hereinafter called the 'Gallery') aims to promote community, cultural and artistic development in the City of West Torrens by displaying visual art that is of interest to the local community.
- 1.2 The Gallery is a multiuse space and all exhibitions will be exposed to the community during use of the space and displayed during all community programming. More than one exhibition may be on display at any given time where the south wall and north wall as assigned to individual hirers.
- 1.3 The West Torrens Auditorium Gallery is located at the Hamra Centre, 1 Brooker Terrace Hilton, South Australia.
- 1.4 These Terms and Conditions of Use and Hire represent the requirements of the City of West Torrens (hereinafter called the 'Council') at the time the booking is made.
- 1.5 This document aims to assist the hirer to decide if the space is suitable for their artwork and provides a full list of conditions and facility specifications.
- 1.6 Any reference to The West Torrens Auditorium Gallery in any published matter, either written or electronic, shall refer to The West Torrens Auditorium Gallery by its full title.
- 1.7 The Council reserves the right to refuse any booking without the necessity to give reasons for such refusal to the hirer.
- 1.8 The Council must be informed of the purpose for which any exhibition area is to be used at the time any booking is made.
- 1.9 The terms and conditions of hire and use contained herein may vary from time to time but any such variation shall not negate this agreement and the Council shall not be under any obligation to explain the reasons for any such changes.

- 1.10 Receipt of the signed Schedule A by the Council confirms acceptance of these terms and conditions.
- 1.11 Hirers must conduct and manage the exhibition in a proper, orderly and lawful manner and must not permit any act, matter or thing which may injure the reputation of the West Torrens Auditorium Gallery or the Council.
- 1.12 The Council reserve the right to halt or cease an exhibition if an incident occurs or it is deemed unsafe to continue.
- 1.13 The Council reserves the right to remove a person/s without liability if behaviour is not considered appropriate.

2. Appropriate visual art

- 2.1 Artwork must be produced by, or in the interest of, people who live, work, study, attend or are connected with community groups in the City of West Torrens.
- 2.2 Artwork must be presented in a professional manner and be appropriate for viewing by the general community, including children.
- 2.3 Artwork must promote cultural and community development, education, health, recreation and other activities which are of benefit to the community.
- 2.4 Artwork must be suitable for wall-mounted display and be supported on or by a reliable and solid constructed framework which enables hanging on hooks.
- 2.5 Artwork must be structurally sound and not contain hazardous substances, materials or protruding sharp objects. This includes but is not limited to; jagged glass, asbestos, barbed wire, sheet metal or items which could be removed.
- 2.6 Artwork must be suitable for wall mounted display on a gallery hanging system. Weight is limited to 10kg for single items or 15kg for a collective display per gallery hanging system track.



3. Inappropriate visual art

- 3.1 Items that exceed size, weight or depth limitations.
- 3.2 Items that are structurally unsound or potentially hazardous.
- 3.3 Items that promote or support discrimination against groups or individuals on the grounds of race, culture, disability, gender, sexuality, religion or ability. This includes items which promote violence, depict obscenity or are otherwise illegal.
- 3.4 Items used for the purpose of commercial advertising or profiteering.

4. Tentative bookings

- 4.1 A hire agreement can only be entered into by a person over the age of 18 years and is not transferable. Agreements may be entered into by the legal guardian or caregiver of any person under the age of 18 years.
- 4.2 The Council may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let bookings that do not meet the application process.

5. Confirmed bookings

- 5.1 Once a booking application is received by the Council it will then be processed in a time and date stamp order. If the application is approved it may be applied to the Council's calendar of availability and a confirmation will be sent to the e-mail supplied by the hirer.
- 5.2 Applicants are only eligible for one booking per calendar year. This does not include any participation in City of West Torrens Council exhibitions - Fringe, SALA, and West Torrens Art Prize.
- 5.3 There are no fees to book the West Torrens Auditorium Gallery for a wall mounted exhibition.

- 5.4 Exhibitions in the West Torrens Auditorium Gallery can be displayed for a period of up to four weeks. Exhibition dates must be clearly outlined on all booking applications.
- 5.5 All exhibitions will be assigned an 'exhibition block' spanning an approximate 4 week period, these blocks may not align to the day with those requested.
- 5.6 Exhibition blocks are set time frames and alterations are not negotiable.
- 5.7 Exhibition blocks are assigned with designated set up and pack up dates, alterations of these dates are not negotiable.
- 5.8 Applications must be received fourteen (14) days prior to the exhibition request dates.
- 5.9 An 'Application for hire' must be completed before the booking can be assessed for its suitability for the venue.

6. Security/Emergency procedure

- 6.1 The West Torrens Auditorium Gallery does not provide any out of hours hire and shares the same opening hours as the Hamra Centre Library;
 - Monday 10am - 6pm
 - Tuesday 10am - 6pm
 - Wednesday 8am - 6pm
 - Thursday 10am - 8pm
 - Friday 10am - 6pm
 - Saturday 10am - 4pm
 - Sunday 1pm - 4pm
- 6.2 Hirers should allow sufficient time to be shown the procedures of the facility, we refer to this as an induction. All inductions should be carried out on the day prior to the exhibition and installation of art is to be completed by close of business on the same day.
- 6.3 If an alarm is activated a call out fee will be charged if it is a result of the hirer's acts or omissions.
- 6.4 Emergency exit doors may only be used in emergencies.
- 6.5 The Council's after hours emergency enquiries contact number is 8416 6333.
- 6.6 Hirers must be aware of fire exits and emergency evacuation procedures prior to commencement of their exhibition and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to the exhibition. Exit doors must be kept clear and remain unlocked at all times throughout the function.

7. Damages

- 7.1 Hirers should respect the property of the venue. Furniture or equipment must not be taken outside of the building.
- 7.2 During office hours, all damage, breakages and losses must be reported to staff as soon as possible. Phone 8416 6333 or e-mail csu@wtcc.sa.gov.au
- 7.3 The hirer must immediately reimburse the Council for any breakages of furniture, fittings or equipment at a cost determined by the Council.
- 7.4 The Council accepts no responsibility for loss or damage to the hirer's goods or equipment.

8. Cancellation of a booking

- 8.1 Cancellations will not incur an administration fee but providing all cancellations in writing to csu@wtcc.sa.gov.au is mandatory.
- 8.2 Scheduled exhibitions may be rescheduled to a later available date at the discretion of the Council.
- 8.3 The Council reserves the right to cancel any booking once confirmed. All affected hirers will be provided with as much notice as possible and contacted via e-mail. The Council holds no liability for expenses occurred or lost due to cancellation.

9. Insurance

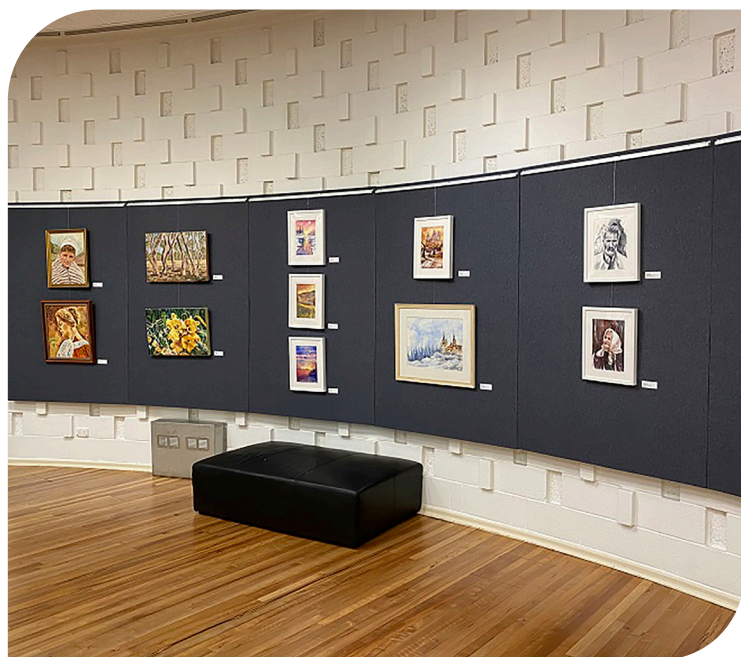
- 9.1 Exhibitors at the West Torrens Auditorium Gallery will be responsible for all costs relating to insuring their artwork, transportation to and from the venue and the supply of appropriate packaging and coverings. Hirers without insurance of their artwork must contact staff.
- 9.2 The Council will ensure that every reasonable care is taken with artworks whilst on display but takes no responsibility for the loss, damage or theft of any work.
- 9.3 The artist or group name, address and title of artwork must be on the reverse of all work, together with the sale (including GST if applicable) or clearly marked 'not for sale'.

10. Smoking

- 10.1 In the interest of public health, and in line with Government Regulations, the West Torrens Auditorium Gallery is a smoke free venue.
- 10.2 Outdoor smoking is permitted only in the designated areas.

11. Performance and sound levels

- 11.1 Council reserves the right to control sound levels at your exhibition. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to other Hamra Centre users. Please advise your guests accordingly.



- 11.2 Hirers must respect the rights of nearby residents at all times. This includes, but is not limited to:
 - Not using the children's playground after dark
 - Not using or doing anything that is noisy, offensive or dangerous so as to cause disturbance
 - Not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property
 - Not doing anything that may become an offence against any Act of Law.
- 11.3 Hirers should ensure that guests leave the premises promptly and with a minimum of noise.

12. Parking

- 12.1 Public parking is available, plus spaces for people with disabilities.
- 12.2 Parking is only allowed in designated areas and are subject to parking inspections. Please abide by all parking signs.
- 12.3 Emergency exits must not be blocked by any vehicle.

13. Operating procedures

- 13.1 The use and hire does not include setting up of any tables, chairs, cleaning equipment or the cleaning of the venue at the conclusion of use. Such is the responsibility of the hirer.
- 13.2 Hirers must ensure that they and their guests leave the premises by the time of Hamra Centre Library close.
- 13.3 Hirers must liaise with staff regarding the delivery and collection of hire equipment and art works.
- 13.4 Children must be supervised at all times.
- 13.5 All personal belongings including art works must be removed from the Auditorium Gallery at the agreed end date of the exhibition. No storage is available.

14. Publicity and banners

- 14.1 There are limited areas available for posters and the positioning of these must be approval by council. All displays must be removed immediately after the event.
- 14.2 Free-standing banners are permitted in the venue, but positioning must be approved by staff prior to your event.

15. Prohibitions

- 15.1 Confetti or glitter is not permitted in any area of the West Torrens Auditorium Gallery.
- 15.2 Special effects: users should be aware that there are fire detection devices installed throughout the venue, therefore the use of smoke and dry ice machines is not allowed. Laser lights and other special effects are permitted, but only within the interior of the Auditorium Gallery with written approval from Council.
- 15.3 Except with the prior written approval from Council, the use of candles is prohibited in the West Torrens Auditorium Gallery.
- 15.4 Flammable liquids or other dangerous substances must not be brought onto the premises.
- 15.5 Gun powder or fireworks used for special effects are prohibited in all areas of the West Torrens Auditorium Gallery at all times.

16. Storage

- 16.1 West Torrens Auditorium Gallery does not have storage facilities other than wall spaces booked by the user during the agreed exhibition times.
- 16.2 It is the user's responsibility to remove all goods at the conclusion of the event/exhibition. Any goods left and not collected the next business day will be discarded.

17. Television/film/radio coverage/recording fee

- 17.1 The Council does not warrant the fidelity or standard of any recording carried out in the West Torrens Auditorium Gallery pursuant to this agreement.

18. Cleaning

- 18.1 Limited cleaning products may be provided by the venue.
- 18.2 Following artwork instalment and collection the venue must be left in a satisfactory condition.
- 18.3 Decorations must not be attached to any surface outside of the display panels provided. No blutac or adhesive tapes may be used on fabric covered display panels. No staples pins or adhesive tapes may be used on any surface throughout the venue.
- 18.4 The gallery area (including immediate outside area) must be cleaned and tidied before vacating the building, with all gallery hanging system items restored to their original position or storage room unless otherwise indicated.
- 18.5 It is the hirer's responsibility to ensure that soiled floors are swept and mopped accordingly.
- 18.6 All rubbish must be placed in plastic garbage bags then deposited in the bins provided outside. It is the hirer's responsibility to remove all excess rubbish that does not fit the bins.
- 18.7 All cleaning must be complete prior to the Hamra Centre closing time.

19. Electrical and mechanical equipment

- 19.1 Hirers wanting to provide any sound, lighting or other electrical devices and mechanical equipment must submit and complete a list of such equipment for approval by the council prior to your exhibition/event.
- 19.2 All equipment brought onto the premises must be electronically tagged and tested according to Council's requirements. The hirer will be asked to remove any equipment that is not tagged and tested.

20. Indemnity to Council

- 20.1 The permit holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of the permit.

21. COVID-19

- 21.1 By entering a City of West Torrens venue, patrons acknowledge that, even with control measures in place, there remains an unquantifiable risk of transmission of viral illness, including COVID-19. As such, patrons acknowledge that they have considered those risks and their own personal circumstances, including any health condition or vulnerability that patrons may have, and the circumstances of persons with whom patrons will be in close contact following attendance at a City of West Torrens venue.

22. Council use of personal information

- 22.1 Please note that the City of West Torrens is a public authority which is bound by the Local Government Act 1999, and other relevant legislation, to retain information and to make certain information publicly available. In some instances, this will require Council to publish personal information such as names and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact the Council on (08) 8416 6333.

