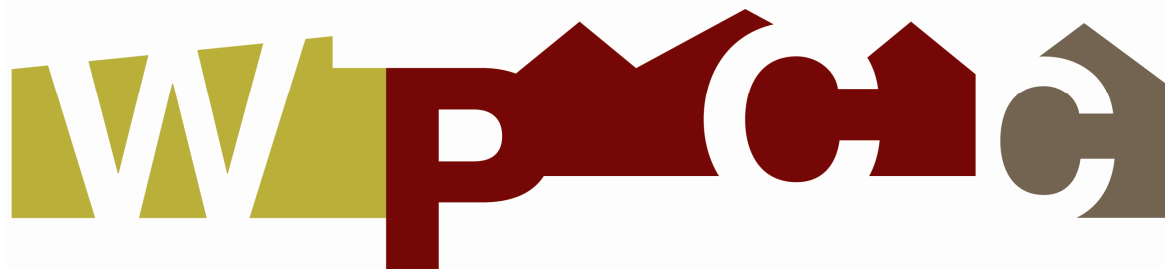


WESTERN PLAINS CULTURAL CENTRE



COMMUNITY ARTS CENTRE HIRE POLICY

JULY 2010



1. INTRODUCTION

WPCC incorporating Dubbo Regional Gallery, Museum and Community Arts Centre is an educational resource of significant cultural value that aims to be an active and dynamic centre for residents and visitors alike.

The WPCC will ensure “the hirer” and proposed use of the Community Arts Centre are consistent with the values and goals of WPCC and DCC when approving use of the facilities.

2. BOOKINGS

The Community Arts Centre is available for hire seven days a week as follows (a minimum three hour booking applies)

Monday to Friday 9am to 5pm
Saturday and Sunday 10am to 4.00pm

3. SECURITY AND ACCESS

- (a) Keys and security code for after hours access are to be collected during WPCC opening hours, being 9am to 5pm, Monday to Friday, 10am to 4.00pm Saturday and Sunday and returned on the last day of use, or next working day, as stated in the Agreement. A \$30 key deposit is required (refundable) in addition to \$50 for security code issue (non-refundable).
- (b) The Community Arts Centre is closed from 24 December to the third Sunday of January inclusive each year for general maintenance.
- (c) Hire fees for casual room hire are to be paid at WPCC reception prior to occupying the room. Hire fees for regular and long term bookings will be invoiced at the commencement of the financial year
- (d) Casual bookings commencing or finishing outside of the core business hours may be accommodated. These arrangements may incur an additional fee.

4. PROHIBITED USE

CAC facilities must not be used for:

- i) Gambling;
- ii) Any illegal activity; or
- iii) Activities considered by the Manager WPCC to be inconsistent with the Centre’s purpose and goals.

5. EQUIPMENT

Each space is provided with a standard allocation of furniture appropriate to the use of the room.

6. KITCHEN

Kitchen facilities, including use of an urn, are available for use by user groups. Users are responsible for supplying their own cups, coffee, tea, sugar and milk when hiring the rooms. The kitchen is to be maintained in a clean and tidy state, with all equipment to be washed after use. All rubbish is to be secured in a plastic bag and disposed of in sulo bins provided in the corridor on each floor.

7. STORAGE

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

8. TERMINATION

- i) The CAC is a part of the Disaster Recovery Plan of Dubbo City Council for the Civic Administration Building. In the event of a disaster, rooms at the CAC may need to accommodate Dubbo City Council staff and work stations during the disaster recovery period. Dubbo City Council may suspend or terminate any Agreement for this use. Unused fees paid by the user group will be refunded.
- ii) Dubbo City Council 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.
- iii) 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.
- iv) 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.

9. CONFLICT RESOLUTION

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, Community Services, a representative of the user group and the Manager WPCC.

10. AGREEMENTS

- All sections of the Agreement must be completed;
- Where additional conditions are agreed upon, details must be attached to the Agreement;
- The person signing the 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 and security codes to WPCC Administration;
- All communication will be between the representative of the user group nominated on the Agreement and WPCC staff, where practical;
- Each user group will receive a copy of the Agreement including all conditions of use.

Agreements are valid for a maximum period of twelve (12) months based on a financial year.

11. INDEMNITY AND INSURANCE

The Hirer must, at its own expense, take out and maintain at all relevant times the following insurance policies in relation to the:

- (a) Public Liability Insurance Policy that provides for a minimum cover of \$10 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.

- b) The Hirer must provide to Dubbo City Council a copy of the Hirer's current Public Liability insurance certificate and attach it to the signed Agreement.

12. LIABILITIES AND INDEMNITIES

The Hirer agrees to occupy and use the facility at its own risk and agrees to release, indemnify and hold Dubbo City Council harmless from any claim, action, liability or suit brought against Dubbo City Council.

13. CHARGES

In accordance with Dubbo City Council's Revenue Policy there are set fees for community, business and corporate groups. These fees are subject to change each financial year:

14. DAMAGES

Damages incurred by any user group must be paid for by the user group.

15. CONSUMPTION OF ALCOHOL

Alcohol must not be consumed on or brought to the Community Arts Centre.

16. CONDITIONS OF USE

The user group will:

- a) not use premises or equipment other than stated in the Agreement;
- b) not use the premises at any other time and/or day other than stated in the Agreement;
- c) ensure that all users who enter and exit the Community Arts Centre under this Agreement do so as directed by the WPCC Administration;
- d) not interfere in any way with the operation of the Community Arts Centre or with records, materials or equipment of the Centre, staff or other users and in particular not to use any machinery or equipment other than any equipment specified in the Agreement and will not remove any equipment from the Centre premises;
- e) not make any structural alterations to the premises including the attachment of nails, screws on any other fastenings (including blue tac and sticky tape) to walls or fittings.
- f) ensure that after each use all furniture and equipment is replaced in its original position and in a clean state;
- g) 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 the WPCC Administration to use the premises or equipment does not do so;
- h) 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;
- i) ensure that smoking does not occur on the premises, as per the Dubbo City Council Policy and NSW State Government Legislation;
- j) ensure that no gambling is carried out on the premises;
- k) ensure no vehicles are driven on the WPCC grounds or parked in prohibited areas;

- l) keep noise to a minimum as a courtesy to surrounding residences and other Centre user groups;
- m) the WPCC Administration reserves the right (if permission granted by subject) to make a photographic record of an event for archival purposes or future promotions;
- n) the WPCC is committed to providing a safe Community Arts Centre for the regional community. Any incident/injury sustained by a person attending the Community Arts Centre must be reported to the WPCC within 24 hours of the occurrence, by the respective hirer, as required under Council's Accident/ Incident Reporting and Investigation Procedure. A copy of Council's Accident/Incident Reporting and Investigation Procedure may be obtained from the Centre Coordinator.
- o) it is recommended that all after hours room hirers ensure familiarity with basic first aid. First Aid Kits are located on both floors of the Community Arts Centre 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.
- p) 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;
- q) make full restitution for any damages to equipment or premises as may, in the Manager WPCC's absolute discretion, be necessary;
- r) allow WPCC Administration to enter the premises at any time for the purpose of inspecting the premises or equipment or to undertake urgent repairs;
- s) 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; a surcharge of \$35 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;
- t) not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required;
- u) obey any reasonable request by WPCC Management concerning the use of the premises and equipment.
- v) 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.
- w) 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 meeting; and
- x) Be familiar with the Emergency Evacuation Procedure as explained at the time of orientation and occupancy of the building.

SCHEDULE 1 (As per Dubbo City Council Revenue Policy July 2010)

Community Arts Centre Hire Fees

Room Type	Name	Equipment Provided	COMMUNITY HIRE (per hour min. 3 hours)	CORPORATE HIRE (per hour min. 3 hours)
General meeting	Brigalow	30 chairs, teacher's table	\$6	\$20
	Coolabah	Trestle Tables, 20 chairs, teacher's table, whiteboard		
	Kurrajong	35 tablet chairs, teacher's table, whiteboard		
Studio	Yarran	University of 3 rd Age – Permanent booking	\$13	\$40
	Bindyite	No chairs, mirrors, carpeted		
	Wet Studio	6 x large tables 15 x stools 20 x chairs 10 x easels Sinks Shelving Whiteboard		
	Dry Studio	Shelving 6 x large tables 15 x stools 35 x chairs Whiteboard	\$13	\$40

SCHEDULE 1 (CONT'D)

Room Type	Name	Equipment Provided	COMMUNITY HIRE (per hour min. 3 hours)	CORPORATE HIRE (per hour min. 3 hours)
	Dark Room	+ costs* + 20% (*may include cleaning/chemicals)	\$13	\$40
External	Workshop Courtyard	Sinks	by negotiation	

RISK ASSESSMENT – COMMUNITY ARTS CENTRE		
Branch: Western Plains Cultural Centre		Contact Name:
User Group:	Telephone:	Signed:
Studio:		

Assessment by:	Date: / /201
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Specific Task/Activity	Potential Hazards	Risk Level	Control Measures (refer Reg 5 OHS Reg 2001)