THE PAINTED TREE GALLERY

TERMS AND CONDITIONS OF HIRE (2024-25)

LAST UPDATED FEBRUARY 2024

1. DEFINITIONS

"the Hirer" is the Hirer/User as specified on the *Gallery Agreement Form*

"the Gallery" is the Painted Tree Gallery

"the Gallery Manager" is the Artistic Director / General Manager of Southern Forest Arts

“the NIVC” is the Northcliffe Information and Visitor Centre

“SFA” is Southern Forest Arts

“NVC” is the Northcliffe Visitor Centre

2. OBJECTIVE

The objective of this document is to provide guidelines for the hire and use of the Gallery and non-Gallery spaces of the Northcliffe Information and Visitor Centre and associated equipment.

3. OVERVIEW

The Painted Tree Gallery is a community facility managed by Southern Forest Arts (a ‘not for profit’ community cultural organisation). The Gallery is located within the Northcliffe Information and Visitor Centre (NIVC). The Shire of Manjimup is the owner of the land and the building and leases the building (NIVC) to the Northcliffe Community Resource Centre (CRC) who are responsible for all NIVC management issues. The CRC sub-leases the gallery to SFA. SFA is a stakeholder group within the NIVC.

4. POLICY

The hire of the Gallery is contingent on the following factors:

- the function/activity does not impact adversely upon the other stakeholder groups using the NIVC (the Northcliffe Visitor Centre, the Northcliffe Public Library [Shire of Manjimup], the Northcliffe Community Resource Centre, and Understory - Art In Nature [Southern Forest Arts];

- the function/activity does not intrude on the security of the Gallery's exhibitions and collection or contravene the appropriate state and local government statutes or legislation regarding public places;
- the function/activity is not contrary to the Gallery's agreements with other organisations regarding the loan of artworks or exhibitions;
- the function/activity does not impede public access during the Gallery's normal opening hours; and
- the Gallery's programs and activities must take priority over all other uses.

The availability of the space for hire is at the absolute discretion of the Gallery Manager.

5. VENUE COSTS

All hire fees are subject to change as per Southern Forest Arts' budget resolutions. All funds raised by the hire of the Gallery are used to support the activities of the Gallery.

The hire fees listed below are for room hire inclusive of set-up and take-down. All fees listed below are GST inclusive (subject to annual CPI increase)

Capacity: 136 people standing, approx 50 seated

Description: The Painted Tree Gallery is ideal for exhibitions, seminars and lectures. It is also suitable for small musical performances and corporate functions. The space has access to toilet facilities, a kitchen and the NIVC deck and gardens. Hirers will be responsible for set-up and pack up. The space is to be left as found unless otherwise arranged with the Art Gallery Director.

Fees: (All fees include GST)

Weekly Hire Rate	
Community groups	$100
Individuals/Artist Groups/Commercial	$125
Daily Hire Rate	
Half day (3 hours or less - 10am to 4pm)	$30 per session
Full day (6 hours or less - 10am to 4pm)	$50 per session
Gallery Bond	$100 (as required)
SFA Staff Rate	$40 per hour (as required)
Membership	$15

Membership – each exhibiting artist or exhibiting organisation is expected to become a member of SFA in order to exhibit their work in the gallery. Membership is sold through the Southern Forest Arts website. It is valid for one calendar year (not from date of purchase).

6. SALE OF ARTWORKS

A 30% commission rate applies on all sales. It is up to the discretion of the artist as to whether the artworks can be sold at any stage of the Exhibition and taken on that day by the purchaser, or if the artwork must stay displayed within the Exhibition until completion of display period for later delivery. It is the responsibility of the NVC to take artworks off the wall or display plinth and to package artworks appropriately for safe transport. If there is to be a delivery charge (ie postage) then this is to be additional to the sale price. The cost of packaging materials are also to be in addition to the

artwork sale price. The Hirer must supply the NVC with a schedule of delivery costs. The NVC will add these costs to the total sale price. These costs will then be carried by the purchaser (not the NVC, SFA or the Hirer). In this option the NVC is responsible for 'supervising' the Exhibition upon a daily basis. Refer to Schedule #5 *Supervision of Gallery.*

6.1 **Payment Process**
Artworks exhibited within the Gallery and sold by the NVC must be made via cash or EFTPOS to the NVC. Payments will not to be made directly to the Hirer. The NVC will record payments in the NVC Daily Sales Sheet and provide details of sales to SFA with the monthly sales report to SFA. The NVC will pay SFA the sale price minus their 10% commission rate (deducted by NVC). SFA will then make payment to the Hirer less the 20% SFA commission and less the 10% NVC commission. This process may take up to two months.

Sales made during exhibition openings via the SFA Square facility will incur the same 30% commission rate. 10% will be paid to the NVC, with 20% retained by SFA.

7. CONDITIONS OF USE

The availability of the Gallery space for functions is dependent upon the potential Hirer meeting and understanding all requirements outlined in the *Painted Tree Gallery Terms and Conditions of Hire.*

7.1 Hiring
All Hirers will complete and sign a *Hire Agreement*, thus acknowledging acceptance of all the Conditions of Use outlined in this document.

7.2 Fees and Charges
The Hirer will pay to the Gallery all amounts specified in this document under Schedule #5 *Venue Costs* as required. The Hirer may charge an entry fee.

7.3 Bond
The Hirer may be required to pay the Gallery a bond of $100. This is to be determined by the sole discretion of the Gallery Director. The bond is to be paid to the Gallery no less than fourteen (14) days before the date of the hiring. Bookings will not be confirmed until such monies are received by the Gallery together with their signed *Hire of Gallery Agreement*. Bond monies are refundable except in the cases of a late cancellation (see Cancellations – Conditions of Use #7.8) or damage to the Gallery's spaces in the course of, or as a result of, the Hirer's function being held at the Gallery. Any repair or cleaning costs incurred by the Gallery as a result of the Hirer's function will be deducted from the Hirers bond and any costs in excess of this amount will be payable on demand.

7.4 Payment
The total hire fee (including bond if required) must be paid to the Gallery no less than fourteen (14) days before the date of the hiring. The Gallery will invoice the Hirer for this payment.

7.5 Hours of Use/Access
The Gallery is part of the Northcliffe Information and Visitor Centre. The Gallery's hours of normal operation are determined by opening hours of the Northcliffe Visitor Centre (NVC). NVC opening hours are:

- Operational hours: 9.00am – 3.00pm Daily
- Closed: Good Friday, Easter Sunday, Christmas Day and New Year's Day

Access to the Gallery for the Hirer is through the main NIVC doors (adjacent to the Visitor Center) during NIVC hours of operation. Other access points include:

- The entry doors from the public toilets – open during normal NIVC hours of operation
- The entry doors from the NIVC verandah – open with negotiation with Visitor Centre
- The entry doors from the CRC – open 10am-5pm Monday - Sunday

A key is required for access to the NIVC store (where the picture hanging equipment, frames etc are kept). A key for this purpose can be obtained from the Gallery Director during normal hours of NIVC operation. Alternatively, the Hirer can ask to borrow the NVC staff/volunteer or the CRC Manager's key during normal hours of NIVC and CRC operation.

If functions within the gallery are held during hours when the Northcliffe Information and Visitor Centre, Northcliffe Public Library and Community Resource Centre are open to the public, the Hirer must ensure that noise levels in the Gallery from the function must not be excessive and that behaviour of persons using the Gallery do not interfere with normal functions of the NIVC.

'Out of hours' functions in the Gallery (such as opening nights for Exhibitions) require a SFA staff member to be present to ensure that access to other areas of the NIVC building remains secure. SFA staff will be paid by the Hirer for this service unless otherwise negotiated.

The Gallery exhibition spaces are not available for hire or non-gallery activity use during exhibition installation and de-installation.

7.6 Suitable Functions

- Small concerts/performances
- Dinners
- Presentations
- Demonstrations & workshops
- Small meetings & celebrations
- Book launches/Media launches

Performers and audience size are limited to available floor space taking into account the space required to preserve works of art on exhibition (see Facilities, Equipment and Services #7.17).

7.7 Late Conclusion

No function/activity or clean-up will continue after the time specified in the *Hire Agreement*. Except for unusual circumstances functions are required to finish by 11.30pm. Functions/activities that conclude after the designated time will accrue an additional cost of $50 per hour or part thereof with charges accruing after the first 15 minutes of the expiration of the booking.

7.8 Cancellations

The Hirer must notify the Gallery of cancellations at least four weeks (4) prior to the hire date.
If the Hirer cancels a booking any later than fourteen (14) working days prior to hire the Gallery will retain 50% of the total fees paid.

7.9 Use of the Facility

The Hirer is responsible for the behaviour of all persons taking part in the Hirer's activities. The Hirer is to ensure that nothing is done during the set-up, duration and clean up of the function that is disorderly or unlawful in connection with the use of the facility. The Hirer shall, while on the premises, abide by all directives given by Gallery staff.

7.10 Cleaning and Departure from the Venue

The Hirer shall leave the venue and its environment, facilities, goods, equipment and services in a clean, safe and proper condition, as at the commencement of the hiring, in all respects to the satisfaction of the Gallery Director. The Hirer will remove all goods and equipment brought in by the Hirer, in accordance with any direction of Gallery staff. Damage to painted or rammed earth wall surfaces to be repaired by and at cost to, the Hirer.

The Hirer is responsible for the disposal of all rubbish; rubbish bins are provided. Any excess rubbish must be removed from the Gallery at the close of the function. All food and spillages should be cleaned away. Should Gallery staff determine that the Gallery is not left to the standard required, the cost will be deducted from the Hirer's bond.

Cleaning equipment is supplied by SFA and located within the NIVC storeroom and marked 'SFA'. Access to the store is via key. Ask to borrow the NVC key from the NVC staff/volunteer during their hours of operation.

7.11 Supervision of Exhibitions/functions

Northcliffe Visitor Centre staff/volunteers have been requested to turn on lights to the Gallery during hours of NIVC operation, and to turn off lights at the end of the day. They will also turn on and off the reverse cycle air conditioner (as required). This service has been generously (and voluntarily) provided by the NVC and does not form part of any contract with the Hirer or Southern Forest Arts. If the Hirer has concerns about this matter at any time during hire of the Gallery the Hirer must address concerns directly to the Gallery Manager and not to the Visitor Center staff/volunteers/board.

The Hirer can arrange for SFA staff to check exhibitions on a daily basis (morning and evening) to ensure that the space is cleaned and artworks are in place for public viewing. Fees for this service can be negotiated with the Gallery Manager.

The Hirer needs to consider that the Gallery has four separate entry points to the public:

- The main entry doors of the NIVC (adjacent to the Visitor Centre)
- The entry doors from the public toilets
- The entry doors from the NIVC verandah

Some of these entry points are always open to the public during the hours of NIVC operation. Other doors are only open on certain days. The Gallery doors can be locked or unlocked as required by the Hirer. The desired status of these doors must be communicated to the staff/volunteers of the Northcliffe Visitor Centre as well as the Gallery Director.

7.12 Presentation Standards

Exhibitions within the Painted Tree Gallery must be presented professionally to a minimum standard of appearance. The Hirer acknowledges that the Art Gallery Manager retains the right to request the Hirer to remove any material, or to amend the display of artworks, if these are considered detrimental to the Gallery's presentation standards.

The Hirer will not, except as approved by the Art Gallery Manager in writing, make any additions or alterations to the structure, facilities, goods, equipment, or decoration of the Gallery.

Nails, screws, and other 'permanent' fixtures are only permissible on the two walls designated for 'direct pinning' plus one side of the Mobile wall. These are the non-rammed Earth walls in the main gallery space.

No nails, screws, and other 'permanent' fixtures of any kind are to be placed on the rammed earth walls of the gallery or, the gyprock wall in the corridor space, or upon gallery furniture. Sticky tape is discouraged. Blu tack is acceptable, within reason.

7.13 Advertising and Banner Display

All advertising materials produced by the Hirer to promote their function at the Gallery must be approved by the Gallery Director prior to publication.

7.14 Copyright

The Hirer will not infringe or breach any copyright, performing right or other protected right involved in the hiring and shall indemnify the Gallery against all claims, demands or actions arising from any such infringement or breach.

7.15 Insurance

Public Liability:

The Gallery is covered for Public Liability Insurance under the Southern Forest Art's Policy with the Local Government Insurance Services. This cover is for an amount of $10,000,000 and will provide liability protection for the Hirer should an action be brought against them for any negligent act during the event relating to the hire. A levy to cover the cost of this insurance is included in the Hire fee.

All Hirers have a duty of care towards any person attending the function to ensure that the event is run in an orderly manner and does not place any person or property at risk to injury or damage.

It is the duty of Hirer to report any incident that may lead to some action being brought against them, Southern Forest Arts, the NIVC Management Committee or the Shire of Manjimup, in the course of the hire of the venue.

Indemnity

The Hirer shall indemnify SFA, the NIVC Management Committee and the Shire of Manjimup against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be) against SFA and the NIVC Management Committee for or on account of or arising out of or in any way connected with the loss of life, personal injury or damage to or loss of property suffered or sustained in consequence of the acts, omissions, neglect or default (including negligence) of the Hirer or any servant or agent of the Hirer or any person claiming through or under the Hirer during the period of hire.

Contents

Insurance of artworks is the sole responsibility of the Hirer. SFA's contents insurance policy does not cover artworks displayed within the Gallery, it does however cover gallery furniture (eg plinths).

It is the responsibility of the Hirer to ensure that artworks are exhibited in such a way as to minimise theft or damage to displayed items.

7.16 Photography, Broadcasting, Film and Television Recording

Any intention to photograph, broadcast, televise or record any activity within the Gallery that is used in a public domain will be entirely at the discretion of the Art Gallery Manager.

7.17 Facilities, Equipment and Services

Refer to Appendix 1 for a list of gallery equipment/furniture.

Any other requirements the Hirer may have, must be sourced/hired from outside suppliers. Such facilities, equipment and services are to be operated and maintained in the appropriate manner and are not the responsibility of the Gallery. All such items and services must be removed from the Gallery at the completion of the time specified in the *Hire Agreement*.

The hire costs of the Gallery also include set-up and take-down of the furniture and sound equipment. All electrical cables for PA systems and any additional lighting must be taped to the floor securely with gaffer tape.

All furniture, tables, chairs or temporary displays are to be kept 1.5 metres away from **all** works of art during set up and for the duration of the function at all times.

7.18 Damage/Repairs
The Hirer is responsible for any damages suffered to the Gallery by their associated agents, employees, contractors and invitees and will be required to report and repair all damage.

Costs incurred by the Gallery to repair said damages will be deducted from the Hirer's bond or if the amount is higher the hirer will be invoiced for the cost of repair.

7.19 Property
The Gallery will not be responsible for any loss or damage to property belonging either to the Hirer or any person in the Gallery at the invitation of the Hirer. The Hirer is not permitted to remove or relocate any item/s within the Gallery not belonging to the hirer except with the permission of the owner of the item/s and/or the Art Gallery Director.

7.20 No Smoking
Smoking is prohibited. Southern Forest Arts and the Northcliffe Information and Visitor Centre have a no smoking policy.

7.21 Music
The provision of amplified entertainment requires specific approval from the Southern Forest Arts committee. Excessive noise is unacceptable.

7.22 Catering
There are catering facilities available adjacent to the Gallery in the NIVC kitchen and the NIVC Common Room. The kitchen and Common Room are shared with other users of the building and other stakeholder groups. The kitchen and Common Room must be left in the same or better state than was found upon hire of the Gallery.

Cutlery, glasses, crockery, kettle, urn, and other items located within the kitchen and Common Room may be used by the Hirer for catering in the gallery. Tea towels are to be supplied by the Hirer.

No consumables located within the kitchen are to be used by the Hirer unless specific permission has been obtained from the Gallery Director. The Gallery can provide teas, instant coffee, and sugar for events. Gallery volunteers can also contribute food to catering for events with prior negotiation. The Hirer is responsible for the supply of other beverages and foodstuffs.

7.23 Alcohol
Sale of alcohol is strictly prohibited unless prior written Shire approval is demonstrated and relevant permits are sighted by the SFA representatives of the committee prior to use of the facility.

7.24 Floor
The Marri timber floor of the Gallery was a costly investment for the NIVC and needs to be treated with care. All chairs and tables brought into the Gallery by the Hirer must have suitable protective stoppers on their legs to prevent damage to the floor. Extreme care must be taken with all PA and function equipment brought into the Gallery to ensure the Gallery's floors are not marked in any way.

A large cloth broom for the Gallery is located within the NIVC storeroom. Wet spills are to be cleaned IMMEDIATELY with water only (and a small amount of detergent for very stubborn spills). Mops are to be rung tightly so that minimal moisture is applied to the floor.

7.25 Open Flame and Prohibited Substances

The Hirer will not bring or permit any open flame (including lit candles & lamps), explosives, ammunition, firearm or flammable liquid or substance or any dangerous weapon to be brought into or used in the Gallery.

7.26 Hirer's Employees and Agents
The Hirer agrees that all persons engaged or employed by the Hirer in connection with the Gallery hiring shall comply with the provisions of these Conditions of Use, and the Hirer agrees to accept responsibility for any failure on the part of their guests, agents, employees and contractors to observe and comply with these provisions.

7.27 Prohibition of Assignment
The Hirer shall not transfer, assign, sub-let or sub-hire their rights under the *Hire Agreement*.

7.28 Breach of Agreement
The Gallery reserves the right to cancel the Agreement at any time for any breach of policy or procedure.

7.29 Set-up Arrangements
The Hirer will be required to discuss the seating and set-up arrangements with the Gallery Manager.

7.30 Evacuation Procedure
The Hirer is required to be familiar with the NIVC Evacuation Procedure and to implement this procedure if required during the term of Hire.

7.31 Offensive content
Exhibitions/events that may be deemed to include offensive language or content need to display a disclaimer stating that all adults that enter do so at their own risk and that parents are responsible for viewing the show before allowing their children to enter.

7.32 Lighting
SFA staff/Galfriends volunteers will adjust lighting for exhibitions. Hirers of the Gallery must not attempt to adjust the lighting system. This is a safety precaution.

7.33 Work, Health & Safety
It is a requirement for all Hirers that they familiarize themselves with Southern Forest Arts' Risk Management System. Our Risk Management Guidelines can be found here.

8. BOOKINGS
All potential hirers will be required to complete a *Hire Agreement* to officially lodge their function. The form is also available from the Gallery Manager on request.

9. MARKETING
SFA will support the Hirer in the development of marketing collateral, if required. Posters, flyers and adverts for events in the Gallery can be designed by the Gallery Manager. The Hirer must supply images and information at least two months prior to the opening/event. Marketing material developed by the Hirer must be approved prior to distribution for comment and approval.

10. COMMUNICATION
All communication regarding the Gallery must be directed to:

Gallery Manager:	Fiona Sinclair
Ph:	0418 754 704
Email:	info@southernforestarts.com.au

If the Gallery Manager is not available other SFA contacts include:

Chairperson:	Diana Moss
Ph:	0417 972 091
Email:	dianamoss@westnet.com.au

Appendix 1:
Painted Tree Gallery Furniture/Equipment

AV

- SFA projector included with hire fee. A more up-to-date projector available to hire from NCRC (for minimal hire fee).
- Mobile wall features flatscreen smart TV 60 inches on one side

Chairs

- A limited number of upholstered fabric chairs [20] (to be used inside and on the deck only)
- 1 x blue ottoman 1200mm x 450mm

Glass Cabinet

- Unlockable four shelf glass cabinet with hinged door.
- 400mm x 400mm x 1630mm

Hanging system

- 100+ hooks and steel droppers

Lighting

- Lighting track with a range of lights
- 9 halogen wall washers
- 2 wide angle dimmable LED room light
- 9 LED spotlights

Mobile Wall

- 605mm depth x 2000mm wide x 2400 high
- Wall features flatscreen smart TV 60 inches on one side

Perspex risers

- 6 sizes between 20.5 x 20.5 x 15 cm and 7 x 7 x 7 cm

Plinths

- 1 x 400mm square x 20mm high
- 2 x 900mm square x 20mm high
- 2 x 400mm square x 400mm high
- 1 x 400mm square x 820mm high
- 2 x 500mm square x 800mm high,
- 1 x 400mm square x 1220mm high
- 1 x 675 hexagonal x 1220mm high
- 2 x 500mm hexagonal x 800mm high
- 2 x 500mm hexagonal x 1200mm high
- 1 x 3 tiered stand 110mm deep x 250mm wide 1060mm high

Tables

- Large trestle tables [5]
- 1 x faux wood entry table (with 4 shelves) for Visitor Book catalogues etc

Wall shelves

- 1 x wall shelf 1870mm x 70mm wide
- 1 x wall shelf 1900mm x 220mm wide

Plate/frame holders

- approx 20 of differing sizes

Tool Kit

- contains various items of use for installation and de-installation, including scissors, tape measure, spirit level, pens, gloves, clips, linen tape, pins nails, screws, fishing line, blu tak