

APPLICATION FORM AND CONDITIONS



Hire of Primrose Park Gallery

North Sydney Council is responsible for the hiring of its facilities to external users in the North Sydney local government area.

This form includes four sections:

1. booking details
2. indemnity / privacy and personal information
3. insurance details
4. conditions of hire

General information on the hire of Council facilities is available through our website at www.northsydney.nsw.gov.au. This application form can also be downloaded from the website.

All sections of this application form must be completed before your application can be processed. Should you require further clarification, please contact Council's Booking Officer on (02) 9936 8200. Payment for hire of Council-owned facilities may be made by cash, cheque or credit card (Mastercard, Visa, American Express and Diners) at Council's Customer Service Centre, 200 Miller Street, North Sydney. Alternatively, cheque or credit card payments may be mailed to the Customer Service Centre, North Sydney Council, PO Box 12, North Sydney NSW 2059. Please do not mail cash. Applications that are paid by credit card can also be faxed to 9936 8474.

FEES FOR 2014/2015

Monday - Saturday	8.30 am - midnight
Sunday	8.30am - 10.30pm
Room Hire:	\$150.00 per week*
Garbage Bin hire	\$54.00 each
Bond	\$200.00 per exhibition
Cancellation fee:	\$50.00
Amendment fee:	\$25.00

* Monday to Sunday minimum 7 day hire.

N.B. The above fees are applicable until 30/06/2015 (GST inclusive).
Cancellation/Amendment Fees are non-refundable.

Public Liability Insurance

All artists are required to have Public Liability Insurance. If you have your own, it must be for the sum of not less than \$10 million and note North Sydney Council's as an "Interested Party."

N.B. If you are an artist and do not have public liability insurance, contact National Association of Visual Arts (NAVA) for advice and assistance - www.visualarts.net.au or (02) 9368 1900.

If you are a performer, contact Duck for Cover - www.duckforcover.com.au or (03) 9439 5991.

NORTH SYDNEY COUNCIL**Hire of Primrose Park Gallery - Application Form and Conditions****SECTION 1 - BOOKING DETAILS**

Names:	ABN (if applicable):
Address:	Postcode
Phone (during b/hours):	Mobile
Email:	

HIRE DETAILS

From date: (incl. set up) _____ To date: (incl. pack up) _____

Will there be an opening night: Yes No Date: _____

If you answer 'yes' to any of the following, please provide details:

- Will there be entertainment? _____
- Will there be any equipment brought to the centre? _____
- Will the event be advertised? _____
- Will alcohol be served/sold? _____

GARBAGE BIN HIRE (Bins are essential if serving food or drink)

Number of bins required: _____ Date required: _____

Note:

- Council requires 20 personal invitations to the exhibition opening. These will be distributed to North Sydney Councillors and Directors.
- Exhibitions are to be open to the public. Private exhibitions are not permitted.
- An entrance fee to the exhibition is not permitted.
- Council reserves the right to advertise the exhibition.

I have read and understood the Application and Conditions of Hire and agree to comply.

Signed: _____ Date: _____

<u>FOR COUNCIL USE</u>	
Fees & Charges	Booking Details
Code: 262	Correspondence No.
Weekly Fee: \$150.00 x \$	Bond Correspondence No.
Code: 249	Bond Reference No. 103
Litter Bin: \$54.00 x	Booking No.
Code: 103	Date Pick Up Key:
Bond: \$	Date Return Key:
	Insurance Supplied: Yes <input type="checkbox"/>
Total: \$	Garbage Bin Orders: Yes <input type="checkbox"/> Date:
Payment Details	Risk Assessment Supplied: Yes <input type="checkbox"/>
Receipt No:	All items returned: Yes <input type="checkbox"/>
Date:	Additional Information
Amount Paid:	No. of Hooks No. of Tapes
EPS27	Other:

SECTION 2 - INDEMNITY

This indemnity form must be completed and signed before the booking confirmation can be issued.

Name of applicant:

(referred to hereafter as the Hirer) holds North Sydney Council (referred to hereafter as the Council) harmless, and releases and indemnifies and keeps released and indemnified, from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, its servants, agents or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the use of this public area and any work connected therewith pursuant to this hire but excluding such liability arising from any negligent act, default or omission, on the part of Council, its servants, agents or employees either solely or in contribution thereto.

Signed:

Date:

PRIVACY AND PERSONAL INFORMATION

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records is subject to the provisions of Council's Privacy Management Plan, *Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009*

I have read and understand the Privacy Statement

Signed:

Date:

Service Provider's Indemnity and Certificate of Currency Details

This form needs to be completed by each **paid** service provider you have engaged in conjunction with your booking. This may include but is not limited to musicians, caterers, photographers etc.

N.B. A separate form is required for each service provider. If there are several providers in the one group and they are not covered by a group policy, then each member will need to complete a separate form.

Contact:	Email:
Business Name:	Mobile:
Service to be provided (e.g. photographer):	
Location of Event:	Date of Event:

The service provider hold North Sydney Council (referred to hereafter as the Council) harmless, and releases and indemnifies and keeps released and indemnified, from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, its servants, agents or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the service provided and any work connected therewith pursuant to this permit but excluding such liability arising from any negligent act, default or omission, on the part of Council, its servants, agents or employees either solely or in contribution thereto.

CERTIFICATE OF CURRENCY DETAILS

Insurance Details

Complete this form, giving details of your public liability insurance.

Insurance Information

As a service provider I am insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity of not less than \$10 million.

Name of Insurance Company:	
Public Liability Policy No:	
Period of Insurance from:	to:
Limit of Indemnity: \$	

Location: Anywhere in the North Sydney Council area.

Cover: The Insured's legal liability to the public in respect of personal injury and property damage.

I understand that this insurance shall not be cancelled or lapse without the agreement of North Sydney Council.

Signed:	Date:
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N.B. A copy of the current Certificate of Currency and completed service indemnity form **must** be forwarded to Council no later than one week prior to the event date.

SECTION 3 - INSURANCE DETAILS

All hires must have public liability insurance. In some instances, individuals can pay a 'casual' public liability insurance fee.

N.B. This does not apply to incorporated bodies, clubs, associations and commercial users of any kind (refer to Section 4 - Conditions of Hire).

When a hirer provides their own insurance, the policy must list North Sydney Council as an 'interested party' and include a cross liability clause. In this instance, a copy of the Certificate of Currency must be included with the application at the time of lodgement.

INSURANCE INFORMATION

I hereby declare that (name of company/organisation/person)

is the hirer of (name of venue)

during the period from _____ to _____ on (date)

is insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity not less than \$10 million.

Name of Insurance Company:

Public Liability Policy No.

Period of Insurance from: _____ to: _____

Limit of Indemnity: \$ _____

I understand that this insurance shall not be cancelled or lapse without the agreement of North Sydney Council and the policy document shall be endorsed to this effect.

Signed:

Date:

(on behalf of)

SECTION 4 - CONDITIONS OF HIRE

1 ACTS AND REGULATIONS

The hirer shall comply with the relevant provisions of the Local Government Act, 1993, as amended and any other Acts or regulations, which may govern use of the Centre.

2 ALCOHOL

Alcohol may be consumed at the venue but not sold. **No alcohol is to be consumed at all outside the venue.**

The sale, supply and/or consumption of alcohol in Council's facilities to minors are prohibited and will result in police action.

3 AMENDMENT FEE

Bookings that are amended after they have been approved in writing will incur an "amendment" fee.

Amount Payable: \$25 (per amendment).

4 APPROVAL

All requests are confirmed in writing. A confirmation letter will be emailed to you on approval. The original (on Council letterhead)/receipts will be mailed to you the following day.

The letter granting approval for the activity must be kept on location at all times and made available for inspection upon request. The Ranger Services Department will be advised of your booking one week prior to your event.

5 BOND

All bookings require payment of a bond. The bond must be paid no up-front when you make your booking. The bond will be returned to you in full providing that all conditions of hire are met.

If the gallery is not vacated at the end of the hire period a daily rate will apply and may be deducted from the bond. Any costs incurred by Council for repairs, replacement of fixtures or fittings, or cleaning which are attributable to the hiring of a Council facility will be deducted from the bond. The bond will be forfeited in full if the building is sub-let. Your bond application will be processed upon return of the equipment provided.

The hirer is responsible for the conduct of all guests attending the exhibition.

Hirers are to abide by any reasonable direction given by any proper servant of the Council.

No intoxicating liquor is to be sold on the premises.

Cigarette advertising is strictly prohibited.

Exhibits can only be hung from the hanging systems provided at the commencement of the booking.

Ice must be kept in leak-proof containers.

Hirers are to leave the premises as they find them. This includes:

- wiping down any benches and kitchen equipment
- cleaning the floor.

Any damage to the gallery or immediate environs will be costed and such cost will be deducted from the bond. Costs in excess of the bond amount will be payable on demand.

Amplified music is prohibited. Music sound levels are to be such as not to cause annoyance to occupants of neighbouring properties. Any breach of noise regulations may result in Council taking action under the Noise Control Act 1975.

In case of emergency during the period of hire, Council may be contacted and a Ranger will be on site as soon as possible.

6 BOOKING A VENUE

All bookings must be applied for in writing, by completing the application form and paying full fees. Booking enquiries may be made during business hours at the Council's Customer Service Centre, 200 Miller Street, North Sydney or by phoning (02) 9936 8200 or (02) 9936 8427. Alternatively, the Council website at www.northsydney.nsw.gov.au has general information on hiring and a downloadable application form.

Bookings will not be determined until the application form and payment have been received. On approval you will be sent a confirmation letter and a Booking Confirmation/Receipt(s) within 7 working days.

Please use the booking number in all correspondence with Council. Any special conditions will be included in your confirmation letter. Council reserves the right to refuse any application and to cancel any hiring arrangement with reasonable notice. Where Council cancels a booking for reasons outside the control of the intending hirer, Council will refund any money held in full.

7 CATERING/KITCHEN

The preparation of food and beverages shall be confined to the kitchens. Grease and food scraps are not to be washed down the sink and should be wrapped and placed in the garbage bin.

8 CHILD PROTECTION LAWS

If your activity involves children up to 18 years of age you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.

9 CLEANING

All hired venues must be left in a clean and tidy condition at the conclusion of the event. All cleaning equipment is to be supplied by the hirer.

Please note that in the case of damage or a venue left in an untidy condition, the Council reserves the right to deduct monies from the bond. If repair costs are in excess of the bond monies held, you will be invoiced for repair and/or cleaning costs.

10 COMMERCIAL ACTIVITIES

Artists using the gallery are only authorised to sell their own art works. The publicity, promotion and insuring of artworks are the responsibility of the artist. All cultural activities are to be open to the general public. The purpose of the centre is not for professional traders, but to promote low cost cultural activities that are of benefit to the North Sydney community.

11 CONDITIONS OF CENTRE AT COMMENCEMENT OF BOOKING

It is expected that the gallery will be left in the condition suitable for immediate use at all times. When the Hall is considered unsuitable for use on arrival, the hirer should immediately notify Council (BH 9936 8200 AH 9936 8100). This will indemnify the hirer against any claim by Council for loss of property or damage to the building or grounds.

12 ELECTRICAL

The hirer is responsible for turning on and off any electrical items, except Zip hot water systems and fridges that, on arrival, are already on. Any electrical equipment or appliances brought into the Centre by the hirer or their contractor/service agent or guest must be tested and tagged by a licensed electrician or person qualified to tag and test.

13 EXHIBITION SIGN

The exhibition sign that is provided for the hirer's convenience must be locked safely inside the gallery at the end of each day.

14 EXITS, AISLES AND PASSAGEWAYS

All passageways, aisles and exits shall be kept clear and useable to ensure public safety. Covering or putting any item in front of illuminated signs is strictly prohibited.

15 FIRE EXTINGUISHERS AND EQUIPMENT

Under no circumstances shall there be any interference with the fire fighting or other emergency equipment in the gallery except in the case of fire.

16 FOOD AND DRINK

Under no circumstances is food or drink to be left in the fridge after your departure.

17 FUNCTIONS

Private functions (i.e. birthday parties and weddings) are prohibited. No food or drink is to be served in the foyer areas. Ice must be kept in leak-proof containers. Decorations may only be hung from the hanging system provided, not from lights or fans.

18 FURNITURE SET UP BY HIRER

Hirers are responsible for arranging set up/pack up of the furniture required. At the end of the hire period the hirer is to return the furniture to the original position it was found (unless advised by Council to do otherwise).

The hirer is not to allow furniture or equipment to be removed from the gallery unless approved by Council.

19 GARBAGE BINS

These are essential for any event where food and drink are served. Each bin caters for up to 30 guests.

20 HIRING FEES

Refer to the application form for a full list of all hire and associated fees payable.

Please note that Council's annual fee schedule is set at the beginning of each financial year. Any variation to this schedule may be advertised during the financial year and a revised fee charged. Council's full fee schedule can be viewed at www.northsydney.nsw.gov.au

21 HOURS OF USE

Hiring times to include time required for setting up, dismantling, cleaning, etc. The hirer does not have access to the gallery outside the approved hire period.

22 INDEMNITY

It is a requirement of the application that the attached form indemnity be completed. Hirers are to observe the provisions of the Entertainment Tax (Management) Act or any other Act relating to Entertainment Tax, to indemnify Council and free it of any obligation in respect of these Acts.

Hirers are to observe the provisions of the Copyright Act to indemnify Council and free it of any obligation in respect to this Act.

23 KEYS AND HOOKS

Hirers will be provided with the keys to the gallery along with hooks to use on the hanging system. A ladder will also be provided. The key to the gallery and hooks must be returned to Council upon the first working day after the exhibition. Your bond application will be processed on the receipt of the keys and hooks. Failure to return all keys and/or hooks will result in a replacement cost deducted from the bond.

24 LATE FEE

A late fee (\$25) is payable if the booking is received within seven days of the event date.

25 MINIMUM AGE FOR HIRING A FACILITY

The hirer must be 18 years or older, and will be responsible for the cost of repair of any damage or breakage during the term of the hire to any part of the premises, fittings or furniture, appliances or apparatus.

The hirer must remain in attendance during the hire period and is responsible for the centre security, safety of guests and supervising all activities during the hire period.

26 NOISE

Amplified music is strictly prohibited. Music sound levels should be set so as to not cause annoyance to local residents. Please be considerate towards local residents and leave the building as quietly as possible.

All venues have restrictions on noise (see hiring restrictions - individual venues.)

27 INSURANCE/CERTIFICATE OF CURRENCY

All hires must have public liability insurance. Those hirers that have their own insurance must include North Sydney Council as an 'Interested Party' on the actual policy.

If your booking is on behalf of a company or organisation, you will need to include a copy of your Certificate of Currency (that includes North Sydney Council as an interested party) with your application.

If your booking is on behalf of an individual, you will need to pay an additional Public Liability Insurance fee to Council. Council has this form of insurance in place for the majority of casual hirers.

A 'casual' hirer is defined as a hirer of Council facilities hiring a resource less frequently than once per calendar month or no more than twelve times per calendar year.

The hirer will have to pay an excess of \$2000 on any claim. Inappropriate behaviour of the hirer may void the insurance. This cover does not apply to incorporated bodies, clubs, associations nor commercial users of any kind.

28 PUBLIC SAFETY

The hirer is responsible for the conduct of their guests during the hire period. The Council is not responsible for any loss or damage to property belonging to guests within the venue during the hire period. The Council also reserves the right to have any person(s) removed from the venue if it appears likely that the person(s) will cause damage and/or injury to other persons or property. No items should obstruct fire exits or stairways during the hire period. No fireworks are permitted at any venue.

29 SMOKING

In accordance with the Smoke-free Environment Act 2000 and Council's Smoking in Public Places Policy smoking is prohibited within four metres of the pedestrian access point to public buildings. Penalty notices may be issued to any person who fails to comply with these terms.

All Council venues are smoke-free and no smoking is permitted inside the building. Smoking is permitted outside the venue, but the hirer is responsible for ensuring all cigarette butts are collected and removed.

The hirer is responsible for ensuring that no smoking is permitted in any Council facility.

30 BBQS/NAKED FLAMES

Under no circumstances shall there be any burners such as barbecues or spit roasts, fireworks or other inflammable materials, fog or smoke making devices allowed in any Hall/Room unless approved by Council.

Spits and barbeques are permitted for use, outside the facility only.

Candles are permitted only when concealed within a glass receptacle.

Candles on birthday cakes are permitted under direct supervision of the licensee.

Sparklers and/or naked flames are not permitted with the facility.

Hirers will be responsible for all costs incurred if the smoke alarm/firm alarm is activated falsely due to negligence of misdemeanour by the hirer or persons under their control.

31 RUBBISH

All rubbish must be removed from the centre upon vacating the centre.



PRIMROSE PARK GALLERY SITE INSPECTION

TO BE CARRIED OUT BY HIRER BEFORE USING GALLERY

If any "No" box is tick then the situation must be safely altered so that the hirer is able to tick the "Yes" box. If the hirer is unable to safely alter the situation then it must be reported to Council. Council will then rectify the situation before the hirer is able to use the space.

SITUATION	YES	NO
Are the exit doorways clear of obstructions?	<input type="checkbox"/>	<input type="checkbox"/>
Is the gallery area safe from objects that could cause someone to trip?	<input type="checkbox"/>	<input type="checkbox"/>
Have you read over the Emergency Procedures booklet?	<input type="checkbox"/>	<input type="checkbox"/>
Are the Emergency Procedures displayed and easily seen in the Gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Have all gallery minders been made aware of the Emergency Procedures?	<input type="checkbox"/>	<input type="checkbox"/>
Is the ladder to be used by hirers to hang artworks in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Is the cleaning equipment to be used by hirers to mop up and clean away any spills in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Are all leads for electrical equipment in the Gallery in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Have all gallery minders been made aware that they must keep a charged, credited phone on their person while minding the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a first aid kit in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>

Hirer Signature

Date

Hirer name printed

If all the "Yes" boxes are ticked please hand in form at the end of your gallery hire.
If any of the "No" boxes are ticked you must return this form immediately to Council before commencing the hire of the gallery.

Hire of Primrose Park Gallery - Application Form and Conditions

This is an EXAMPLE of a RISK MANAGEMENT plan suitable for a gallery setting.

NOTE: You will need to develop your own risk management plan which takes into account the activities you will be carrying out while leasing Primrose Park Gallery.

Risk Management Plan Primrose Park Gallery 2013/2014				
ACTIVITY	HAZARD	RISK	MANAGEMENT	ACTION
Falling artwork	1.1 Falling equipment	Low	Gallery: Ensure locking capsules and hooks are securely fastened.	Check regularly
Climbing ladder	5.2 Working at heights	Low	Appropriate footwear to be worn when climbing ladder. Extra person to hold ladder when in use. Do not stand on chairs when hanging artwork.	Ladder to be checked regularly
Lighting	6.1 Electrical	Low	Ensure electricity is switched off when changing globes. Gloves to be worn when changing globes or handling spot lights.	Gloves supplied
Walking / moving around hanging exhibitions	8.2 Slips, trips and falls	Medium	All spillages/glass to be wiped up immediately. Glasses placed in boxes directly after use.	Dustpan & broom/mop/ sponge on hand
Minding Exhibition	8.8 Physical attack	Medium	Two people to mind exhibition on weekends. Mobile phone available at all times.	Keep mobile phone on your person
Food Handling	10.2 Other	Medium	Ensure food is kept refrigerated prior to the Opening. All food to be disposed of after the Opening. Wear gloves when handling food.	Garbage bins/bags to be supplied Gloves supplied

APPLICATION FORM



LITTER BIN HIRE

Code 249

CONTACT

Name: _____ ABN (if applicable): _____
Company: _____
Address: _____
Telephone (during b/hours): _____ Mobile: _____
Email: _____

LOCATION

FUNCTION DETAILS

Number of Bins required: _____
Date of Function: _____

FOR COUNCIL USE

Processed by: _____ Date Ordered: _____
Cost per Bin: \$ _____ No. of Bins required: _____
Amount Paid: \$ _____
Receipt No: _____
Date: _____

RESOURCE AND FACILITY HIRE

Credit Card Deduction Authority



APPLICANT AUTHORISATION:

I/We, _____

Company Name: _____ ABN (if applicable): _____

Address: _____

Mobile: _____ Telephone: _____

1. authorise North Sydney Council to arrange for funds to be debited from my/our account at the financial institution identified. This authorisation is to remain in force until further notice is received in writing.
 2. understand and acknowledge that:
 - it is the responsibility of the customer to ensure that **CLEAR** funds are available in the account on any due date.
 - **any debit which is dishonoured will be reversed from the account and a dishonour fee will be charged to the account.**
- N.B. The bond refund will be returned to the cardholder unless advised (in writing) to do otherwise.

Signed: _____ Date: _____

PRIVACY STATEMENT

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records are subject to the provisions of Council's Privacy Management Plan, *Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009.*

I have read and understand the Privacy Statement

Signed: Date:

Credit Card Service Fee
 Council charges a 1% service fee, inclusive of GST, on credit card transactions. This fee offsets the cost of accepting credit card payments. The service fee applies to all over-the-counter transactions, all online transactions, Council car park fees and credit card deduction authorities. Please note that, at this stage, credit card payments through BPay are not an option.

ACCOUNT DETAILS: MASTERCARD VISACARD AMEX DINERS

Card Number: _____ / _____ / _____ / _____ Expiry Date: _____ Amount \$ _____

Cardholder's Name: _____ Cardholder's Signature: _____

N.B. Specify the amount to be deducted.
 This form is destroyed as soon as the payment is processed. A new form will need to be forwarded if subsequent payments are made by credit card.

COUNCIL USE:

RESOURCE HIRED:			DATE:		
Code:	Item: Deposit	\$	Code: 55	Item: Advertising Leaflet	\$
Code:	Item: Balance	\$	Code: 260	Item: Key(s)	\$
Code:	Item: Hourly Fee	\$	Code: 168	Item: Traffic/Parking Permits	\$
Code: 253	Item: Insurance	\$	Code: 274	Item: Lodgement/Assessment	\$
Code: 249	Item: Litter Bin(s)	\$	Other:	Item:	\$
Code: 102	Item: Advertising Leaflet Bond	\$	Other:	Item:	\$
Code: 103	Item: Community Centre Bond	\$			
Total:					\$
Date:		Receipt No.		Amount Paid: \$	
Correspondence No.		Booking No.		Film No.	