

### 3. BUNBURY REGIONAL ART GALLERY CONDITIONS OF HIRE

1. **Information: The Council maintains this facility is in good condition and trusts that it meets your requirements. In return for the use of the Bunbury Regional Art Galleries' rooms, it is expected that you:**
  1. Complete and sign an application form acknowledging all information set out in this document is understood, and ensure that all the conditions are met.
  2. Pay the specified hire fees and any other fees or bonds which may be applicable.
  3. Advise Bunbury Regional Art Gallery if alcohol is to be served, even if no liquor licence is required.
  4. Conclude your function on schedule. Additional costs will be incurred for exceeding finishing times.
  5. Leave the premises in the same condition in which you found it, i.e. tables and chairs cleared and stacked neatly; breakages are reported and cleared up and spills wiped up at time of spillage; no areas left unusually dirty and the kitchen left in a reasonably clean condition.
  6. Hard floors are swept to remove debris.
  7. It is understood that the City of Bunbury reserves the right, in rare circumstances, to take precedence over confirmed bookings. Every effort will be made to provide reasonable notice and to assist hirers to find alternative accommodation should this occur.

Every user of the premises shall ensure that during the period of use that:

- a. All decorations including flowers and all equipment brought into the building are removed immediately after use of the premises. Nothing is to be stored in the building without prior approval.
- b. No damage is caused to the premises or any property, chattels, equipment, fixtures or fittings therein or used in connection therewith.
- c. No candles, bain-maries or other **device that creates smoke or steam** may be used on the premises.
- d. No property, chattels, equipment, fixtures or fittings are removed from the premises;
- e. No nuisance or annoyance is caused to the owners or occupiers of property in the vicinity of the premises.
- f. Nothing is stuck to the walls or floor using sticky tape, blue-tac or any other adhesive.
- g. The staff of Bunbury Regional Art Gallery at all times during the period of hire have free access to the building and every part thereof.

No person using the premises shall:

- a. Behave in a disorderly manner.
- b. Use any profane or indecent language.
- c. Be in an intoxicated condition.
- d. Create or take part in any disturbance.
- e. Cause any nuisance or annoyances to the owners or occupiers of any adjoining property or property within the vicinity of the facility, or the patrons of the Gallery.

2. **Capacity:** The number of persons attending the venue shall not exceed twenty (20) in the Meeting Room; fifty (50) in the Dance Studio; seventy (70) in Studio 2; and fifty (50) in the Courtyard. The maximum number of persons to be accommodated at any function is determined by the Department of Health. By admitting a greater number than permitted on this form, the hirer is liable to prosecution and forfeiture of all or part of the bond.
3. **Evacuation:** The Evacuation Procedure is attached to this document. Please sign the declaration and return it to Bunbury Regional Art Gallery to confirm the procedure has been read and understood. You must retain a copy of the Evacuation Procedure and have it to hand throughout the duration of your booking.
4. **Basic requirements:** No hire can commence until Bunbury Regional Art Gallery has received a signed application form, payment in full of hire fees for the first month of hire and any applicable bond and proof that all conditions have been met.
5. **Licence requirements:** Evidence of an appropriate liquor licence, public liability insurance, engagement of a private security guard and an appropriate APRA licence may be required.
6. **Bond refunds:** If a bond is required, the full amount will be refunded if, in the City's opinion, the facility is vacated on time, undamaged, and in a reasonably clean condition, and all other conditions for hire have been met. Allow up to 4 weeks for processing.











A "reasonably clean condition" indicates: All rubbish removed to rubbish bins located in the bin store in the courtyard of the building; tables and chairs cleared and stacked neatly in store room; floors swept to remove debris; breakages cleared and spills wiped up at time of spillage; no areas left unusually dirty and the kitchen left as clean as it was found. All decorations including flowers and any other equipment brought into the facility are to be removed by the end of the hire period or another time prearranged with Bunbury Regional Art Galleries. Cleaning equipment and materials can be supplied if requested.

"On time" means no more than ten minutes after the booked finishing time. If, in the City's opinion, the facility is left in a dirty condition, or if damage is caused to the facility or any property, chattels, equipment, fixtures or fittings therein; the period of hire terminates; or if the event goes more than ten minutes over the specified time of hire, part or all of the bond fee may be withheld to cover the costs of cleaning, repairs and/or hire fees.

7. **Smoking:** Smoking is not permitted anywhere in the building or courtyard.
8. **Cancellation:** Cancellation of bookings is required in writing, and must be received at least 48 hours (Monday—Friday) before booking commencement. 50% payment will be charged if cancellation of a booking is received less than forty-eight (48) hours prior to booking commencement.
9. **9. Indemnity:** Upon acceptance of hire, you bind yourself as the hirer to hold the City of Bunbury and the employees of the City of Bunbury indemnified against claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by or in the course of or arising out of the hiring of the venue, the property of the City of Bunbury during all periods when such venue is on hire to the hirer.
10. **Compliance:** Failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond. In extreme cases, additional charges for cleaning and/or repair of damage may be imposed.

# HIRE FEES

## AREAS AVAILABLE + FEES

		<b>Concession Rate</b> Charitable organisation and/ or not for profit Community organisations/groups	<b>Commercial Rate</b> (companies / individuals / groups engaged in financial gain)
<b>Dance Studio</b>			
 60m <sup>2</sup>  50 standing	Per hour	\$30	\$50
	Up to 6 hours	\$102	\$230
<b>Studio 2 (Art studio)</b>			
 96m <sup>2</sup>  25 seated (for classes)	Per hour	\$30	\$50
<b>Ron Middleton Gallery</b>			
 60m <sup>2</sup>  50 standing	Up to 3 hours		\$275
	Up to 6 hours		\$500
<b>Courtyard</b>			
 ~60m <sup>2</sup>  50 standing	Up to 3 hours		\$175
	Up to 6 hours		\$325
<b>Chapel Gallery</b>			
 216m <sup>2</sup>  100 standing	Up to 3 hours		\$450
	Up to 6 hours		\$850
<b>Front Lawn</b>			
	Up to 3 hours		\$150
<b>Multiple spaces</b>			
Ron Middleton + Courtyard	Up to 6 hours		\$600
Ron Middleton + Front Lawn	Up to 6 hours		\$425
Chapel + Courtyard	Up to 6 hours		\$775
Chapel + Front Lawn	Up to 6 hours		\$600
Courtyard + Front Lawn	Up to 6 hours		\$425

## ADDITIONAL CHARGES

<b>Gallery Attendant</b>	
Monday - Friday (10am - 4pm)	\$38.50 per hour
Weekends and after hours	\$65 per hour
After midnight	\$77 per hour

## REFUNDABLE BOND

A discretionary refundable bond of \$500 may be charged.

Please note: Fees are subject to change from 1 July.

# ATTACHMENT 1

## **BUNBURY REGIONAL ART GALLERY EMERGENCY EVACUATION PROCEDURE**

If smoke is detected or fire alarm is raised please proceed to the nearest exit.

**DO NOT USE THE LIFT.**

The contact person on the application form is responsible for ensuring all members attending your event have evacuated the building.

All groups hiring the Bunbury Regional Art Gallery facilities are to familiarise themselves with all emergency exits. Please refer to Attachment 2A-C.

The assemble area is located at the nearest Bus Stop Civic Park on Wittenoom Street. Please refer to Attachment 3 to familiarise yourself with the Assembly area location. Please be mindful of traffic on your way to Civic Park.

The fire brigade will automatically attend when the alarm is raised.

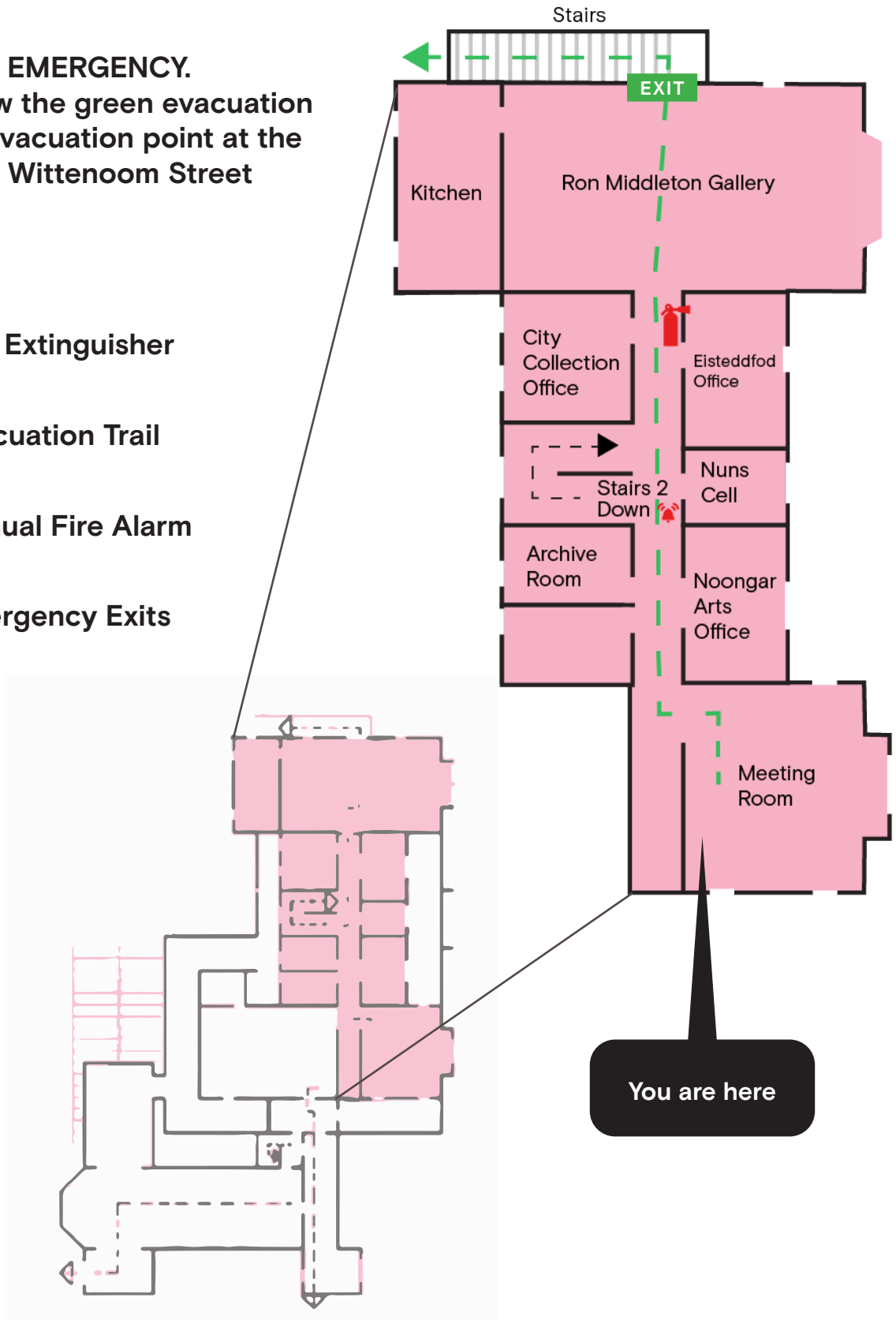
In case of the alarm being triggered by any smoke emitting implements, the cost of the fire brigade call out will be passed on to the room hirer.

# ATTACHMENT 2A

## Evacuation - Meeting Room - First Floor

**IN CASE OF EMERGENCY.**  
Please follow the green evacuation trail to the evacuation point at the Bus Stop on Wittenoom Street

-  Fire Extinguisher
-  Evacuation Trail
-  Manual Fire Alarm
-  Emergency Exits



# ATTACHMENT 2B

## Evacuation - Dance Studio - Ground Floor

**IN CASE OF EMERGENCY.**  
Please follow the green evacuation trail to the evacuation point at the Bus Stop on Wittenoom Street

-  Fire Extinguisher
-  Evacuation Trail
-  Manual Fire Alarm
-  Emergency Exits



# ATTACHMENT 2C

## Evacuation - Studio 2 - Ground Floor

**IN CASE OF EMERGENCY.**  
Please follow the green evacuation trail to the evacuation point at the Bus Stop on Wittenoom Street

