

1. Basis of hire and use

- 1.1 The Studio will be available exclusively to the hirer for the term noted in the confirmation letter. As the studio is located within a community arts centre, access to the studio will be restricted to the hours of 7am – 12 midnight, except when maintenance works are undertaken which require the Rockingham Arts Centre to be closed. Notice of such works will be provided to the hirer 21 days prior to works being undertaken.
- 1.2 The hirer may only use the studio as a workroom, noting that it may also be open to the public during Gallery opening hours. Only the specific room(s) booked may be used, and only for the day(s) and time(s) confirmed. The studio must be vacated by the time stated in the confirmation letter.
- 1.3 An application form must be completed and returned to the Rockingham Arts Centre Officer in order for a booking to be confirmed.
- 1.4 Single or Joint (up to two working artists) will be considered.
- 1.5 The stated maximum capacity of the hired facility must not be exceeded at any time.
- 1.6 Studio lights and air-conditioning are to be switched off daily.
- 1.7 All areas used by the hirer must be left in a clean and tidy state.
- 1.8 Access to the facility is via the rear entrance.
- 1.9 There are no designated car parks available for the hirer at the premises. The hirer is required to park their vehicle in the Gary Holland Community Centre car park, behind the Rockingham Arts Centre. The rear of the Rockingham Arts Centre can be used as a drop off and pick up point only.
- 1.10 The Rockingham Arts Centre is a shared space. Respect and consideration of all users must be shown at all times during the hire period. The outer buildings are leased and the lessee has access to the facilities kitchen and toilets.
- 1.11 The Rockingham Arts Centre studio access hours are 7am to midnight.
- 1.12 Applicants must be 18 years or older.

2. Payment of bond and hire fees (including GST)

- 2.1 Regular bookings will not be confirmed until the cleaning and maintenance bond has been paid in full.
- 2.2 Regular hirers will be invoiced at the beginning of each month, for the previous month's hire. Payment is due within 14 days from the date of the invoice. If payment is not received by the due date, action will be taken to recover amounts due.
- 2.3 Regular hirers who do not pay their accounts within the 14 day period may be required to pay for their bookings in advance or may have their bookings cancelled.

3. Refund of bond

- 3.1 The bond will be refunded by an electronic funds transfer, usually within two weeks from the date of receipt of the appropriate Refund of Bond form being received by the Rockingham Arts Centre Officer.
- 3.2 The bond will only be refunded to the individual / company that made the original bond payment, otherwise written confirmation will be required from the original payee.
- 3.3 The following fees and charges may be deducted from the bond:
- Additional Studio hire time
 - Repairs to the hired space/equipment/surrounds
 - Replacement of damaged equipment
 - Additional cleaning
 - Additional call out fee
 - Re-keying of the studio
 - Replacement key
 - Security call-out fees

4. Increase in hire fees

- 4.1 Hire fees are set annually in June and come into effect on 1 July, subject to endorsement by Council.

5. Cancellation of bookings by hirer

- 5.1 Cancellation of a booking must be made in writing to the City of Rockingham.
- 5.2 Regular hirers will be required to pay 100% of the hire charges for any bookings cancelled within five business days of the booking. These charges will be included in the monthly invoice.

6. Cancellation of bookings by the City of Rockingham

- 6.1 The City may need to cancel a booking to allow alternative use of the space or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least 21 days' notification to make alternative arrangements.

7. Indemnity and Insurance

- 7.1 The hirer is required to maintain public liability insurance for a sum not less than \$10,000,000 which covers the hirer's activity for the duration of the hire period. Evidence of such insurance must be provided to the City prior to hire period.
- 7.2 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the City of Rockingham against:

- Loss of or damage to property of the City of Rockingham, including existing property.
- Claims by any person against the City of Rockingham arising out of or as a consequence of the actions of the hirer.

- 7.3 The City of Rockingham will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the City of Rockingham's negligence.
- 7.4 The City of Rockingham must be notified in writing, as soon as possible, of every event involving personal injury or property damage which may result in a claim under this cover.

8. Cleaning

- 8.1 For regular hirers the facility will be inspected by a City officer (or representative) as required.
- 8.2 The hirer is expected to maintain the cleanliness of the studio during the term of the hire period.
- 8.3 At the conclusion of the hire period the hirer is to leave the studio in a clean and acceptable state. A cleaning inspection checklist will be provided to the hirer. If the venue is left in an unsatisfactory condition that requires additional cleaning, the hirer will be charged for the service as per section 3.3.
- 8.4 All rubbish must be removed from the studio at the completion of the hire and disposed of in the bins provided in the bin area. The hirer must take with them all equipment and any rubbish that will not fit in or not suitable for the bins provided (e.g. paint).
- 8.5 The hirer may use the kitchen facilities. This is a shared space. The hirer must ensure that they leave the kitchen in a clean condition after each use. No food or beverages to be left in the fridge unnecessarily. All food and beverage items to be removed from kitchen at conclusion of hire.

9. Equipment

- 9.1 Furniture and equipment existing in the Studio remains the property of the City and may not be removed from the facility at any time.
- 9.2 All furniture and equipment will be inspected by a City officer (or representative) prior to and at the completion of the hire period. Should any damage be caused as a result of the hire, the cost of repair of the damage or the cost to replace the damaged equipment will be deducted from the bond, as per section 3.3. In the event that the cost is greater than the bond fees the hirer will be charged any out-of-pocket costs that the City incurs.
- 9.3 Should the hirer require furniture or equipment in addition to that which is already provided, it must be supplied by the hirer, at the hirer's expense, and shall be the liability of the hirer.

- 9.4 All electrical equipment brought into facility must be in a safe, working condition, tested and tagged by an authorised electrician to ensure electrical compliance.
- 9.5 Kitchen facilities support re-heating only and do not support full meal preparation.

10. Other obligations

- 10.1 Prohibited items that must not be used within the premises: gas bottles, open flames, product containing toxic fumes.
- 10.2 Direct fixing to the walls is prohibited.
- 10.3 The hirer is responsible for any breakages, theft or damage caused by the hirer or anybody the hirer invites onto the premises including equipment resulting from the hirer's use of the facility. Should such an incident occur, the City must immediately be advised. Associated costs will be charged as per section 3.3.
- 10.4 Neither the City nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- 10.5 Amplified music and general noise levels must be kept at a level that complies with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the City's Noise Abatement Officers.
- 10.6 The hirer must provide all first aid equipment and supplies required during the term of the booking. No first aid equipment or supplies are provided.

11. Smoking

- 11.1 No smoking is permitted in any City of Rockingham facility or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced.

12. Admission and removal of individuals

- 12.1 The City may at any time, in its absolute discretion, refuse admission of any person(s) to the hired space or direct any person(s) to leave the hired space or facility.

13. Storage space

- 13.1 Hirers may only store equipment and supplies within the studio space.
- 13.2 Hirers are required to have adequate contents insurance for any items stored at the facility. The City will not be held liable for any damage or loss of the hirer's property.
- 13.3 No flammable materials or chemicals can be kept in the studio without the City's written permission.
- 13.4 No later than the hirer's final booking date, the hirer will be required to remove any personal and stored items and equipment from the studio. Should the City be required to remove any items following a hirer's final booking date, the costs associated with the removal will be deducted from the hirer's bond.

- 13.5 The City reserves the right to remove any item stored in a non-approved area. Any removed items will be stored at the City Depot (Crocker St, Rockingham) for a period of 10 working days after which, the items will be disposed of.

14. Keys/swipes and alarms

- 14.1 Facility keys/swipes and alarm code will be made available to hirers once payment has been received.
- 14.2 A rear gate key will be made available to hirers once payment has been received.
- 14.3 A key bond of \$50 per key/swipe is payable upon key collection. Keys/swipes will not be provided without payment of the key bond.
- 14.4 Keys/swipes remain the property of the City and must be returned at the completion of the final booking. The key bond will be refunded once the key has been returned.
- 14.5 Replacement keys/swipes will be charged at \$50 per key as section 3.3. Payment will be required prior to the key being re-allocated.
- 14.6 Failure to return keys/swipes following the final booking date will result in the hirer being responsible for the cost of replacing or rekeying the relevant locks.
- 14.7 Ensure all users of the facility have exited the facility and/or outside buildings prior to setting the alarm. Arming the alarm secures the entire facility. If the facility and outside buildings are empty, the hirer must set the alarms and securely lock the Rockingham Arts Centre prior to leaving.
- 14.8 Should a hirer permit their keys/swipes or alarm codes to be used by persons not associated with the booking, the hirers' alarm code will be cancelled and the City will request the keys/swipes to be returned. The hirer may also have their booking cancelled.
- 14.9 Hirers who do not adequately secure the facility may have their alarm code removed from the facility and be required to return the keys/swipes to the City. The hirer may have their booking cancelled. Should a Security call-out fee be required the hirer will be charged as per section 3.3.
- 14.10 Should a City officer or representative be required to attend the studio out of office hours during the hire period, a call out fee will apply as per the City of Rockingham community centre and public halls schedule of fees and charges and will be deducted from the bond as per section 3.3.