

Terms and Conditions of Hire

This document (together with the documents referred to in it) sets out the terms and conditions on which the Queensland College of Art Galleries (QCA Galleries) (“we”, “us” or “our”) promotes the creator of the Work (Artist/s) through an Exhibition. It should be understood that we act as an Agent for the Artist/s of whose Works are displayed; and therefore (“you”) the Artist will be entering into a contract for the Exhibition of Work.

Information about the QCA Galleries

QCA Galleries operate the website, griffith.edu.au/qcagalleries. QCA Galleries is registered within the Griffith University, South Bank Campus. The address is: 226 Grey Street, South Bank, Queensland, 4101.

The QCA Galleries consist of: the Webb Gallery, Project Gallery, White Box Gallery (Gold Coast) and POP Gallery.

The Webb Gallery (Room No. SO2 2.26) and the Project Gallery (Room No. SO2 2.1A) are located on level 2 of the Webb Centre at the Queensland College of Arts, Griffith University South Bank Campus. The White Box Gallery is located at the Gold Coast Griffith University Campus and the POP Gallery is located off campus at 27 Logan Road, Woolloongabba 4102.

In accessing the online QCA Galleries Gallery Hire section you are agreeing to adhere to these Terms & Conditions, which should be read carefully before proceeding with booking an exhibition. A copy of these Terms & Conditions should be printed off for future reference.

Applications to exhibit with QCA Galleries are accepted twice per year, and are assessed based on the merit and quality of the application. Submitting an application to exhibit with QCA Galleries does not guarantee that the applicant will be granted an exhibition, regardless of current relationship or status with QCA. Applying for a specific venue or time period does not guarantee that the applicant will be offered that venue or time period.

Agreement with the Terms and Conditions of Gallery Hire

Any person or representative of anybody using the space shall enter into an agreement between himself/herself and QCA Galleries in the prescribed 'Terms and Conditions of Gallery Hire' form as provided by QCA Galleries. In undertaking such an agreement, it is understood that use of the space requires compliance with all Griffith University policy. In agreeing to the Terms and Conditions of Gallery Hire, the user shall not use the space in a manner contrary to the purposes set out in the user's application, and shall not transfer the tenure to another party.

A representative of the Hiring party, and a representative of QCA Galleries shall sign an “Agreement Form” which re-instates this contract.

The Parties Agree as Follows:

1. *Definitions*

1.1. The following expressions will have the meanings hereby assigned to them:

"Administration Fee" means the non-refundable amount paid to QCA Galleries to secure the booking.

"End Date" means the date on which the Hirer must vacate the Gallery, as nominated in the Hire Agreement

"Equipment" means the equipment that QCA Galleries will provide the Hirer under this Agreement.

"Exhibition Period" means the time the Hirer will have access to the Gallery occurring between the Start Date and End Date.

"Force Majeure Event" means any event outside the reasonable control of a Party, including but not limited to: acts of God; fire; storm; earthquake; explosion; accident; act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency.

"Gallery" means the gallery which the Hirer hires from QCA Galleries under the Hire Agreement.

"Gallery Restrictions" means the specific restrictions as nominated in the QCA Galleries Risk Assessment.

"GST" means any tax or increase in a tax imposed on the supply of goods and services imposed or assessed under *A New Tax System (Goods and Services Tax) Act 1999* and all ancillary legislation.

"Hire bond" or "Hire Fee" means the bond or fee payable by the Hirer to secure the exclusive use of the Gallery, as nominated in the Hire Agreement. The Hire Bond will cover any damage caused to the Gallery or Equipment during the Exhibition Period.

"Hirer" refers to the artist who will be hiring the Gallery space.

"Party" means a party to this Agreement and **"Parties"** means both parties to this Agreement.

"Purpose" means the purpose for which QCA Galleries has agreed to lease the Gallery to the Hirer

"QCA Galleries Coordinator" means the person currently undertaking the management role of the QCA Galleries.

"Start Date" means the date on which the Hirer is entitled to take possession of the Gallery, as outlined in the Hire Agreement.

2. *Hiring of the Venue*

2.1 **Webb Gallery and Project Gallery**

The Webb Gallery and Project Gallery are open to the public Tuesday to Saturday from 10am – 4pm and are locked by QCA Security staff outside of these hours. If the Hirer wishes to have the exhibition attended for all opening hours during the Exhibition Period, the staffing of the exhibition is to be organised by the Hirer, or the Hirer may elect to roster a volunteer during the Exhibition Period. The QCA Galleries Coordinator must be notified of all volunteers, and any volunteers who are not Griffith University staff or students must submit a “Volunteer Staff Member Registration Form” available from the QCA Galleries Coordinator. If the Hirer wishes to leave the Gallery unattended during opening hours, the QCA Galleries Coordinator must be informed of this decision. If the Hirer wishes to do so, the Hirer acknowledges and accepts all risks associated with leaving their artwork/s and equipment unattended in the Gallery.

The Hire Periods for exhibitions at the Webb or Project Galleries run from Monday to Sunday.

2.2 **POP Gallery**

The POP Gallery is open to the public Wednesday to Sunday from 10am – 4pm, except for Thursday where the opening hours are 12pm – 8pm. The Hirer may elect to open the Gallery on a Monday or Tuesday, but must inform the QCA Galleries Coordinator of their intention to do so, and must ensure they are able to staff the gallery on these days.

The Hirer is required to attend the exhibition for all opening hours during the Exhibition Period, or the Hirer may elect to roster a volunteer during the Exhibition Period. The QCA Galleries Coordinator must be notified of all volunteers, and any volunteers who are *not* Griffith University staff or students must submit a “Volunteer Staff Member Registration” form, available from the QCA Galleries Coordinator. POP Gallery must not be left open or unlocked outside of the opening hours, or when the Hirer or their nominated attendant is absent from it.

The Hire Period for exhibitions at POP Gallery run from Tuesday to the following Monday.

2.3 **White Box Gallery, Gold Coast**

The White Box Gallery (located at the Gold Coast Campus, G14) is open to the public Tuesday to Friday, 9am – 4pm. The Hirer is required to attend the exhibition during opening hours, otherwise, the gallery will remain open but unattended during these times.

- 2.4 The user shall not admit in excess of the maximum capacity per space on opening night or at any other time and must comply with health, safety and fire regulations. This number includes the Hirer, its employees, agents, catering and other staff as well as visitors and invitees. The capacity for visitors is set at 200 persons for the Webb Centre Gallery; 150 persons for the Project Gallery and [number TBC] persons for POP Gallery. The maximum capacity for the White Box Gallery is [number TBC] persons. This capacity may change with each exhibition, dependent on the nature of the work displayed.
- 2.5 In consideration of the Hirer paying the Hire Bond in accordance with clause 3, QCA Galleries agrees to exclusively hire the venue to the Hirer from the Start Date to the End Date.
- 2.6 The Hirer (and its employees, agents, visitors and invitees) must:
- a) use the Gallery (and the Equipment) for the Purpose only;
 - b) not use the Gallery for any illegal, or in QCA Galleries' reasonable opinion, objectionable purpose;
 - c) not cause a nuisance, or interfere with the reasonable peace, comfort and privacy of neighbours (or those in the vicinity) of the Gallery;
 - d) not smoke inside the Gallery;
 - e) unless otherwise approved by the QCA Galleries Coordinator (in writing), only open the Webb and Project galleries to the public between 10am–4pm Tuesday to Saturday, the White Box Gallery between 9am–4pm Tuesday to Friday and the POP Gallery between 10am–4pm Wednesday to Sunday, except for Thursday where POP gallery is open 12pm–8pm (on ordinary business days and excluding public holidays, unless otherwise advertised);
 - f) keep sound within the Gallery at a reasonable level at all times
 - g) not make any changes, or remove any fixtures or fittings from the Gallery;
 - h) comply with the Terms and Conditions and all reasonable directions of the QCA Galleries Coordinator;
 - i) not erect or display any advertising material in the Gallery without the prior written consent of the QCA Galleries Coordinator;
 - j) not overcrowd the Gallery nor exceed the capacity noted under clause 2.4; and
 - k) submit a 'Volunteer Staff Member Registration Form' available from the QCA Galleries Coordinator for each volunteer involved in the Exhibition, including gallery attendants and installation/de-installation assistants.
- 2.7 For the avoidance of any doubt, the Hirer is responsible for its employees, agents, visitors, invitees and attendees to the Gallery. Acts or omissions of such persons will be considered the acts or omissions of the Hirer.

- 2.8 QCA Galleries will provide the Hirer with keys and access codes upon receipt of the fees due under clause 3. Such keys must not be copied, and must be returned to QCA Galleries or QCA Security on the End Date.
- 2.9 The Hirer agrees to:
- a) complete and submit the online 'QCA Galleries Risk Assessment' form, available on the QCA Galleries website, at least 2 months (8 weeks) prior to the Exhibition Period;
 - b) complete and submit a plan outlining all activities planned for the 'chosen gallery' while in use by the Hirer to qcagalleries@griffith.edu.au;
 - c) keep POP Gallery locked when not in use; and accept the risk of displaying artworks unattended in the Webb Gallery, Project Gallery or White Box Gold Coast Gallery
 - d) ensure all lights and utilities are switched off when the Gallery is not in use;
 - e) keep the Gallery in a clean and tidy condition at all times; and
 - f) ensure the Gallery is, at the End Date, in the same condition it was at the Start Date (subject to reasonable wear and tear).

3. *Payment*

- 3.1 The Hirer agrees to pay to QCA Galleries the Hire Bond or Hire Fee outlined below in clause 3.8 upon executing this Agreement. The Hire Bond or Hire Fee must be received at least 2 months (8 weeks) before the Exhibition Period.
- 3.2 At the discretion of the QCA Galleries Committee, the Hire Bond may sometimes be reduced or waived. Postgraduate examination exhibitions and undergraduate assessment exhibitions will not be required to pay the Hire Bond. In these circumstances, a supervising staff member will be responsible for the final condition of the gallery and/or any damages.
- 3.3 Exhibitors external to QCA will be charged a non-refundable fee. These fees are set below commercial hire rates in the interest of supporting Brisbane artists and the establishment of an ongoing exhibition program of merit and benefit to the QCA community.
- 3.4 An Administration Fee of \$50 for all bookings is required at the time of booking for all exhibition bookings.
- 3.5 The Hirer will be liable for the costs of repairs for any damage to the gallery, which QCA Galleries reasonably believes was caused during the Hirer's time of possession (during time of hire). The costs of damages will be taken from the Hire Bond and this will be notified to the Hirer via email.
- 3.6 QCA Galleries agrees to provide at no additional cost:
- Reasonable signage for the exhibition (title and names of artists)
 - Wall labels/ didactics (one per work)
 - 1 x RSA certified staff member for the opening event
 - 1 x hour (or 2x hours at POP Gallery) of lighting assistance

Any required costs that are beyond these listed items or are, in the opinion of the QCA Galleries Coordinator or QCA Galleries Committee, excessive to our allocated budget may be deducted from the Hirer's bond, or incur additional fees. The Hirer will be notified via email in this instance.

3.7 **Outline of Fees** – The fees for hiring the Galleries as at March 2017 are as follows:

All Exhibitors: \$50 non-refundable administrative fee

In addition to:

Hire Fee for all Galleries: \$500

Hire Fee for Griffith University staff or students: \$500 refundable bond

Assessment Exhibitions (Postgraduate or undergraduate): waived

4. *Installation and De-installation*

- 4.1 Installation of artwork will commence on the Start Date, not before. If the Hirer wishes to begin installation prior to this time, they will need written permission from the QCA Galleries Coordinator. As the QCA Galleries exhibition schedule is fully booked for most of the year, advance installation is usually not possible.
- 4.2 The Gallery must be fully de-installed on the End Date. The Hirer is responsible for returning all hired equipment on the End Date.
- 4.3 The Hirer, or a representative of the Hirer must be present for installation and de-installation of their own artwork. Any representatives of the Hirer must be made known to the QCA Gallery Coordinator. Such representatives must submit a 'Volunteer Staff Member Registration' form, available from the QCA Galleries Coordinator, if they are not Griffith University staff or students.
- 4.4 All artworks must be in an acceptable condition for installation. QCA Galleries will supply basic installation tools, including screws, tape measure, spirit level, drill and ladder. Installation materials that are not listed here, or that are specific for artworks (e.g. shelves, tables, hooks) are to be supplied by the Hirer.
- 4.5 The Hirer is solely responsible for the secure installation of their artwork. All artworks displayed in the Gallery may not be installed in a way that would present a significant risk to the health and safety of audience members. The Hirer is liable for any loss or damage resulting from the installation of their artwork. Artwork is *not permitted* to be hung or suspended from the ceiling or light tracking in the Webb, Project or White Box Galleries without prior discussion and approval from the QCA Galleries Coordinator or the Galleries Technician.

- 4.6 QCA Galleries agrees to provide specialist lighting assistance to the Hirer. Lighting support will be provided for 1 hour for exhibitions at the Project Gallery, Webb Gallery and White Box Gallery, and for 2 hours at POP Gallery.

Prior to the Start Date of the exhibition and in discussion with the Hirer, the QCA Galleries Coordinator will schedule a time for the lighting to take place. The exhibition must be ready to be lit by the Galleries Technician at this time. If the exhibition is not ready for the Galleries Technician to light the show, the Galleries Technician may not be able to return to the gallery, and further arrangements must be made in writing with the QCA Galleries Coordinator.

- 4.7 The Hirer is solely responsible for ensuring they have obtained or hired all equipment needed for the installation of their exhibition in a timely manner. If the Hirer is not Griffith University staff or student, the hiring of any equipment through the AV Dispatch department on campus must be carried out by the QCA Galleries Coordinator.
- 4.8 The Hirer may choose to use their own equipment, however, all electronic equipment used in the Gallery must have had a recent safety check and tag from a licensed electrician.
- 4.9 The Hirer agrees to leave the Gallery in a neat, tidy and orderly condition at the End Date. This includes patching and painting any holes in walls (the Galleries store putty, sandpaper and wall paint for this purpose), removing dirty marks and rubbish created by the de-installation process.
- 4.10 The Hirer understands that if clause 4.9 is not met, as decided by the QCA Galleries Coordinator, the Hirer will be responsible for the cost of repair of the Gallery, and such costs of repair will be taken from the Hire Bond, and notified to the Hirer via email.

5. *Sale of Work*

- 5.1 QCA Galleries does not handle sales of artworks in the POP Gallery, Webb Gallery, Project Gallery or White Box Gallery Gold Coast, and any enquiries will be referred directly to the Hirer.

There can be no formal sale of artworks during a postgraduate examination exhibition. Price lists and any markers indicating sold works (ie, red dots) must be omitted.

6. *Equipment*

- 6.1 Booking of audio-visual equipment from QCA's AV Dispatch is the sole responsibility of the Hirer. QCA Galleries will provide AV Dispatch permission in writing for the equipment to be used in the Gallery by the Hirer.
- 6.2 The Hirer acknowledges that:

- a) title and ownership rights of the Equipment remains with QCA Galleries and/or QCA AV Dispatch at all times; and
 - b) the Equipment must be used exclusively in the Gallery.
- 6.3 The Hirer agrees to return the Equipment to QCA Galleries and/or AV Dispatch on the End Date in substantially the same condition it was in at the Start Date (subject to reasonable wear and tear). If the Hirer has caused any damage or loss to Equipment, QCA Galleries and/or AV Dispatch is entitled to charge a fee, or take an amount for the repair/replacement or loss from the Hire Bond.
- 6.4 QCA Galleries will provide the Hirer, at no additional charge, an installation kit (which includes a spirit level and drill) and a touch up kit (that includes a small quantity of paint and filler, brushes and rollers). The Hirer agrees to only use the paint provided in the touch-up kit to retouch the walls in the Gallery.

7. *Opening Night*

- 7.1 The consumption of alcohol is restricted to the Gallery only. The Hirer must ensure all consumption of alcohol by gallery attendees is done within the Gallery.
- 7.2 Sound must stay within a reasonable level at all times. Music is not allowed after 9pm.
- 7.3 QCA Galleries generally operates opening nights from 6pm – 8pm. Openings at the Webb Gallery and Project Gallery usually take place on a Friday night, and openings at POP Gallery usually take place on a Thursday night. Any alterations to this schedule must be negotiated with the QCA Galleries Coordinator.
- 7.4 The Hirer is responsible for providing food, drinks and alcohol for their opening event. The Hirer agrees to adhere to the following guidelines when purchasing food and alcohol:
- a) The Hirer agrees to supply no more than 20 bottles of wine (QCA Galleries recommends purchasing 6 bottles each of red wine, white wine, and champagne), or alternatively no more than 2 cases of beer, and 10 bottles of wine.
 - c) The Hirer agrees that all food provided for opening nights must be purchased from a licensed caterer or business, e.g. Griffith Catering, Woolworths platters, The Ship Inn catering, etc. If the Hirer purchases food from a caterer not previously used by Griffith University, the Hirer agrees to provide a copy of the caterer's Food Business License.
 - d) The Hirer agrees to complete an "Application to consume or supply liquor on campus" form. This form must be submitted to the QCA Galleries Coordinator at least 2 weeks prior to the opening night. The form is available from the Griffith University website, or from the QCA Galleries Coordinator.
 - e) The Hirer agrees to deliver the food and alcohol to the gallery by no later than 2 hours before the opening night.
 - f) QCA Galleries agrees to provide a RSA registered staff member to set up and manage the bar for 4 hours, generally from 5pm – 9pm.

g) QCA Galleries agrees to provide the Hirer with tables, table linen, glasses, buckets and water jugs for the opening night.

8. *Termination*

- 8.1 QCA Galleries may terminate this Agreement at its absolute discretion at any time up until 2 months prior to the Start Date. In such circumstances, QCA Galleries will notify the Hirer in writing, and refund all amounts paid under this Agreement. The Hirer acknowledges that full refund of such amounts is the only remedy available to the Hirer if QCA Galleries terminates this Agreement. QCA Galleries retains the right of veto on any application for use of the gallery space.
- 8.2 QCA Galleries may terminate this Agreement if:
- a) the Hirer breaches any material term of this Agreement;
 - b) the Hirer breaches any term of this Agreement and fails to remedy such breach within 5 days of receiving written notice to do so by QCA Galleries.
- 8.3 Cancellations by the Hirer must be received in writing **no later than 8 weeks** prior to the Exhibition Period. If the Hirer cancels the exhibition less than 8 weeks before the Exhibition Period, the Hire Bond and any deposits/fees will be retained in full by QCA Galleries. The Hirer's ability to secure a space with QCA Galleries in the future may be permanently affected.
- 8.4 If a Force Majeure Event occurs which renders the Hirer's use of the Gallery unsafe, QCA Galleries may terminate this Agreement immediately. In such circumstances, QCA Galleries agrees to refund the Hire Bond in full.

9. *Promotional Material*

- 9.1 If the Hirer wishes QCA Galleries to promote their use of the Gallery, the Hirer must forward to the QCA Galleries Coordinator all such promotional material (including a high res and at least 300DPI image) 6 weeks prior to the Start Date. The Hirer grants QCA Galleries (and Griffith University) a non-exclusive, royalty free licence to use the promotional material provided by the Hirer for the purposes of QCA Galleries promoting the Hirer, the Hirer's exhibition, and the Gallery.
- 9.2 QCA Galleries will use reasonable endeavours to use the promotional material provided by the Hirer in an appropriate and professional manner (including via the QCA Galleries email list, website and social media pages and through the Griffith University publicist).
- 9.3 QCA Galleries will complete an invitation for the Exhibition using the official Galleries invitation template, and will provide the exhibitor with a draft of the invitation one month prior to the Exhibition date.
- 9.4 The Hirer may elect to have invitations printed, however, QCA Galleries are not responsible for the organisation or payment of printed material. QCA Galleries agrees to provide the

Hirer with a print-ready file of the invitation for use by the Hirer. QCA Galleries recommends the use of QCA's LiveWorm for the printing of promotional material.

- 9.5 Notwithstanding clause 8.2, the Hirer acknowledges they are solely responsible for any other costs associated with designing, printing or distribution of promotional material. The Hirer must not use the Griffith University logo without the prior written consent of the QCA Galleries Coordinator.
- 9.6 QCA Galleries agrees to provide professional signage and labels for all exhibitions. This includes a vinyl sticker with the exhibition title and artist/s name, as well as didactic labels for the artworks in the exhibition.
- 9.7 QCA Galleries agrees to promote the exhibition via the official QCA Galleries social media accounts. These include:
- Facebook posts (official page name: "QCA Galleries Griffith University")
 - Facebook event listing for opening/closing night, and public programs
 - Instagram: official page name @qcagalleries
- 9.8 Documentation of the exhibition is the sole responsibility of the Hirer. QCA Galleries may take basic photographs of the exhibition for online promotion (eg, social media) but will not provide a professional photographic service. If the Hirer wishes to photograph the exhibition or artwork professionally, QCA Galleries can provide the Hirer with a list of recommended photographers upon request.

10. *Insurance*

- 10.1 The Hirer acknowledges that any property it keeps in the Gallery is not covered under any insurance policy held by QCA Galleries nor Griffith University. The Hirer accepts full responsibility for any loss, damage, or theft of its property under the terms of this Agreement.
- 10.2 QCA Galleries acknowledges that the Hirer may take out appropriate insurance to protect the Hirer's property held in the Gallery under this Agreement, and QCA Galleries agrees to provide reasonable assistance to such insurer to facilitate the Hirer taking out that insurance.
- 10.3 If the Hirer fails to remove any of its equipment or property after the End Date, QCA Galleries will use reasonable endeavours to contact the Hirer to collect such property. If, after unsuccessfully attempting to contact the Hirer for a period of 60 days (or if the Hirer fails to collect such property within seven (7) days of being notified), the Hirer agrees to forfeit any ownership rights that it has in the relevant property, and agrees that such title will solely vest in Griffith (for no further payment or consideration). Griffith may dispose of such forfeited property at its sole discretion.

11. *Warranties and Indemnities*

- 11.1 Subject to limitations imposed by legislation, QCA Galleries does not warrant that the Gallery (nor the Equipment) is fit, suitable or adequate for any activity (excluding the Purpose).
- 11.2 The Hirer warrants that:
- a) the Gallery (and the Equipment) is, at the Start Date, in good condition; and
 - b) it has satisfied itself that the Gallery is suitable for the Hirer's requirements.
- 11.3 The Hirer agrees to indemnify (and keep indemnified) QCA Galleries against all actions, suits, claims and demands whatsoever arising out of or in connection with the Hirer's use of the Gallery, including (but not limited to) losses pursuant to:
- a) a breach of this Agreement by the Hirer;
 - b) any property damage at the Gallery pursuant to its occupation by the Hirer; or
 - c) any negligent act or omission or wilful misconduct of the Hirer.

12. *General*

- 12.1 In the event of any dispute or difference arising in respect of this Agreement, the Hirer and the QCA Galleries Coordinator agree to negotiate in good faith to resolve such dispute.
- 12.2 This Agreement will be governed by, and construed in, accordance with the law in force in Queensland, Australia. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland.
- 12.3 Termination of this Agreement will not affect clause 10.
- 12.4 No Party will assign, mortgage, charge or otherwise encumber their rights under this Agreement without first obtaining the other Parties' written consent.
- 12.5 Nothing in this Agreement will be construed so as to constitute the Parties as partners or to create any agency or partnership between the Parties under any applicable law now or at any future time in force in the Commonwealth of Australia or the State of Queensland.
- 12.6 The provisions of this Agreement constitute the whole of the Agreement between the Parties.
- 12.7 This Agreement may be signed in any number of counterparts (whether in original or facsimile or scanned form) and all those counterparts together make one instrument.