

PhotoAccess Teaching Room

General hire conditions

Access hours

The PhotoAccess Teaching Room is available for use seven days a week between 7am and 11pm. PhotoAccess opening hours are Tuesday-Friday 10am-4pm and Saturday-Sunday 12-4pm, or as advertised on our website. PhotoAccess staff are available Tuesday-Friday between 10am-4pm, and Saturdays from 12-4pm. After hours access to the Teaching Room is available to approved hirers.

Minimum hire period

The minimum hire period for the Teaching Room is one hour, and hire periods are calculated in one-hour increments.

Deposit

A non-refundable 20% deposit is due and payable upon acceptance of a booking. Balance of hire fee is payable prior to date of hire.

Cancellations

Cancellations incur a fee of 20% of the total hire amount. This amount will be taken from the deposit paid at time of booking.

Overtime

It is the responsibility of the hirer to ensure that their activity has concluded by the agreed time. If the venue remains occupied beyond this time, the hirer agrees to pay a penalty rate of double the usual cost of venue and staff for the additional time for which the space remains occupied. PhotoAccess reserves the right to request hirers and attendees vacate the building where a space remains occupied after the agreed time.

Setting up and packing up

The hire period extends from the commencement of set up until pack up is completed, including cleaning and securing the venue if necessary. Hirers are responsible for maintaining the venue in good order and leaving it in the condition in which it was found. Hirers may request cleaning equipment and materials from PhotoAccess, if needed. Prior to commencement of any hire, the hirer should ensure that the space is free from debris, obstacles, spills and rubbish. If something is found and not reported to PhotoAccess staff prior to any activity taking place, PhotoAccess will not be held responsible for any damage or injury caused by this failure to report.

Responsible person

The hirer, or a responsible representative made known to PhotoAccess, must be present in the venue for the duration of the hire. This person must not be under the influence of alcohol.

Use of the venue

The venue will not be used for any activity different to that specified by the hirer on the application form. The venue will not be provided for activities deemed to be in direct conflict or competition with PhotoAccess' objects and activities. The hirer will not permit a person not subject to the direction and control of the hirer to use the venue or any other part of PhotoAccess or the Manuka Arts Centre.

Expulsion for breach and termination of function

The hirer occupies the venue as a licensee and PhotoAccess reserves the right to remove person(s) or terminate the activity due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event personnel.

Interference with Manuka Arts Centre operations

The hirer is responsible for ensuring that activities undertaken during the hire do not unduly interfere with the day-to-day operations of the Manuka Arts Centre. Any anticipated disruption to the operations of tenants at the Manuka Arts Centre must be discussed with and approved by PhotoAccess prior to the hire taking place.

Smoking

PhotoAccess, the Manuka Arts Centre and their immediate surrounds are a smoke-free environment.

Refreshments

Food service on site must meet all Food Safety Practices and General Requirements, for more information see www.health.act.gov.au. The sale of liquor and refreshments may only be made with written permission from PhotoAccess. Provision of liquor must only be made by licensed providers.

Lost key charge

The hirer is responsible for returning keys following the conclusion of a hiring period. The hirer will be charged a \$100 (plus GST) replacement fee if keys are lost or not returned by COB on the next business day of the hire period concluding.

Storage

Storage space at PhotoAccess is limited, and storage is not included or assumed in conjunction with any hire unless by prior arrangement with PhotoAccess.

Photography/Television/Audio recording

Photography, recording, transmission or reproduction by television broadcast, sound broadcast or by any other means is only permitted in the premises with approval by PhotoAccess.

Copyright

The hirer shall not breach or permit to be breached any copyright, performing right or any other protected right in connection with any activity conducted in the premises. The hirer hereby indemnifies PhotoAccess against any claim for breach of copyright as a result of the hirer's actions.

Marketing and promotion

Any promotional material issued by the hirer must include appropriate acknowledgement of PhotoAccess, and must be presented to PhotoAccess for approval before distribution.

Removal of hirer's property at conclusion of hire

All property of the hirer must be removed from the premises by the day and time agreed to by PhotoAccess. Any such goods of the hirer left in the premises may be held by or removed by PhotoAccess at the hirer's expense pending sale in accordance with the Uncollected Goods Act 1991. PhotoAccess shall not be responsible for any loss or damage suffered by the hirer.

Insurance

PhotoAccess holds appropriate insurance for public liability, contents (as listed in the our asset register), workers compensation and volunteers insurance for our staff and volunteers. The ACT Government holds insurance for building infrastructure and fire risk.

Any equipment and materials brought on site by the hirer are the responsibility of the hirer. The hirer agrees to not keep anything, do anything, or permit anything to be done on the premises that would invalidate or breach the conditions of any insurance policies that PhotoAccess holds.

The hirer will obtain in their own name an appropriate public liability risk insurance policy to the value of at least \$10million, evidence of which is to be provided to PhotoAccess no less than seven days prior to the hire period.

Hirer's risk

The hirer uses and occupies the venue at their own risk and this agreement hereby releases and indemnifies to the full extent permitted by law PhotoAccess in respect of all actions and claims of any kind resulting from any accident, loss, theft, damage or injury to any persons or property occurring in or near the venue during the hirer's period of occupation, caused or contributed to by the hirer.

Risk management and Occupational Health and Safety

All hirers are advised to undertake a risk management plan for their activity. In doing so they must also cover all aspects of Occupational Health and Safety as required by legislation, including the following:

- Covering the safety of all people employed, recruited as volunteers or participating in activities;
- Undertaking Working with Vulnerable People registration, if applicable;
- Safety checks on all equipment and materials to be brought on the premises and used in activities; and
- Provide for special needs where these are not available as part of the services of the premises.

PhotoAccess has the right to determine the level of security services required for each hirer and provide a compulsory induction briefing prior to occupation of the venue. Hirers may be assigned keys for access to PhotoAccess spaces and equipment. The hirer will incur a fee for callouts where the hirer's activities result in a security breach, unplanned after-hours PhotoAccess staff attendance, or incident requiring emergency services during or following any activity. In such an event, PhotoAccess reserves the right to cancel the agreement or impose further restrictions of use.

Supervision of children and duty of care

Without limiting the hirer's obligation to supervise patrons, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times while on the premises for their own safety and to ensure that they do not damage or interfere with building fabric, furniture and equipment and the proper running of the Manuka Arts Centre and all employed staff and volunteers. All hirers dealing with or having any contact with children must have undertaken or be prepared to undertake a Working with Vulnerable People registration and show evidence thereof. The duty of care for patrons, particularly children, will remain the responsibility of the hirer. PhotoAccess does not accept responsibility for children before, during or after a program or service being provided by the hirer.

Right of entry

PhotoAccess staff, Manuka Arts Centre maintenance contractors and any member of the emergency services in the exercise or discharge of their duties may enter the venue at any time during the hire period.

Hirer's responsibility for patrons, event crew, staff, volunteers

The hirer is responsible for the orderly conduct and safety of all patrons, staff, contractors and volunteers engaged by them whilst on the premises during the hire period. All engaged personnel including volunteers are required to receive induction on fire and emergency, first aid and OH&S procedures of PhotoAccess.

Emergency exits

All emergency exit doorways and passage ways must be left clear at all times and exit signs left visible.

Firearms and dangerous substances

No pyrotechnics, firearms or flammable liquids shall be brought into the premises.

Revocation of agreement

PhotoAccess may cancel the hire by giving notice in writing, and the hirer will forfeit any payment already made, without prejudice to any right or remedy of PhotoAccess for any breach by the hirer of this agreement- if (as assessed by PhotoAccess):

- there has been a breach or default of any condition by the hirer; or
- there is a likelihood that damage may be caused to the premises if the hirer exercises the rights granted by this agreement; or
- the intended use of the space to be conducted; including but without limitation advertising or promotion thereof; is or is likely to be of a scandalous, libellous, obscene or objectionable character.

Discharge from agreement due to prescribed events

In the event of PhotoAccess or the hirer being unable for any period to perform and discharge their contractual obligations arising out of this agreement due to strike, civil disturbance or natural disaster, then the parties shall be relieved of their respective obligations accruing and occurring during such period, provided that the time for the hire of this agreement shall not be extended as a result thereof except by the written agreement of both parties.

Feedback and evaluation

PhotoAccess seeks to continue to improve on our service delivery. Feedback is appreciated. Please use the evaluation forms where and when provided.