

TERMS AND CONDITIONS

1. General opening and staffing information.

PUBLISHED GALLERY OPENING DAYS ARE THURSDAY TO SUNDAY 10.30am to 4:00pm

The Gallery hire period is weekly from Tuesday to Monday inclusive.

Commencing December 2022 bookings over the Christmas period - from Mid December to the end of January - will be for a maximum of two (2) weeks.

Artists may open the gallery on additional days and hours to those published.

If required by the Hirer, the Gallery Committee shall endeavour to make available volunteers to staff the gallery on the published open days.

PLEASE ENSURE YOUR VOLUNTEER REQUIREMENTS ARE ADVISED TO THE COMMITTEE A MINIMUM OF 4 WEEKS PRIOR TO YOUR EXHIBITION.

The Hirer needs to be aware that Volunteers may not always be available. Therefore, the Hirer shall need to make alternate arrangements to open the Gallery in such cases, as well as when they open outside the published days & hours.

After the Exhibition the Hirer will remove from the gallery any unsold work or possessions, leaving the gallery clean and tidy for the next artist.

All works to be exhibited should be completed and presented in a professional manner. Artworks with "D rings" about 70mm from each top corner will work best with the Gallery's hanging system. Smaller works about 35mm from the top.

The committee does not permit works to be pinned on the walls.

Any damage to the gallery is to be made good by the hirer or the Gallery will charge the hirer for repairs.

The Gallery Management Committee reserves the right to refuse to display material considered unsuitable or offensive (see disputes process).

The Hirer needs to arrange their own cash float at the time of opening.

2. Gallery Hire Fee

The hire fee shall be the current fee at the time of your exhibition, not at the time of booking. This is to allow for any change in fee structures between the time of booking and the time of hire.

3. Payment Terms and Booking Deposit.

The Hirer shall pay a non-refundable deposit of Fifty Dollars (\$50.00) at the time of booking and the balance of the hire fee no later than Fourteen (14) days prior to the commencement of the hire unless other arrangements are agreed to with the MVCAG Treasurer.

4. Bank Details

Payment of fees to the Gallery may be made by cheque or electronic funds transfer.

The Account details are:

Bank: Coastline Credit Union **BSB:** 704-189 **Account:** 11008820
Please use your Surname as the reference

5. Advertising

The hirer is solely responsible for their own commercial advertising as they see fit.

The Gallery committee will undertake to advertise monthly exhibitions that are on at the gallery in a programme distributed by volunteers at the Gallery.

The Gallery will also aim to provide details of the artists' exhibition on its Website and facebook page.

If you do not require this service please advise the Gallery committee in writing.

6. Insurance

The Gallery Committee does not accept any responsibility for the loss, damage or theft of consigned works during the hire period. The Hirer will need to arrange their insurance if required.

7. Delivery, Installation and Removal of Works

The responsibility for the cost of packing, insurance, installation and transport to and from the Gallery of artworks will be borne by the Hirer/s.

NB. Any work/s hung above shoulder height must be installed using a platform ladder.

Anything electrical either exhibited or used in the Gallery must be tagged by an authorised Electrician

The Hirer/s is/are to supply wrapping or packaging materials for sold works.

The hall foyer is also available for display of artwork but as this is a public common area the works need to be stored in the Gallery proper over night for safety and security.

The hirer is responsible for setting up any displays in this area on a daily basis. This will not be done by the volunteers.

8. Sales of Art Work

Sales from the gallery by EFTPOS go into MVCAG's account together with all other cash and cheque sales received and will be returned to the artists once commission and any other applicable expenses are deducted.

Artists are usually paid by direct credit to their nominated account. (Provide details on the Contract for Hire of Gallery.)

Receipts are to be written in the receipt book (receipt book supplied) for **all** sales transactions and also recorded on the daily sales record sheet (provided). (See Volunteers Procedures Handbooks).

All monies and receipts shall be collected by a Gallery Committee member at the conclusion of each exhibition or as arranged with the hirer.

An ABN or "Statement by a Supplier" shall be supplied by artists for tax purposes or withholding tax of 46.5% shall be deducted from payments to artists.

All items on exhibition, art work, prints, cards etc are subject to commission.

9. Commission

Commission is payable on all sales from the gallery at the rate applicable at time of hire.

No works are to be labelled "Price on Application" (POA)

Prices can be displayed in your catalogue or with the artwork.

10. Cleaning

Exhibiting artists are responsible for the cleaning and professional presentation of the Gallery and foyer during their exhibition. Both the kitchen and bathroom area are to be kept tidy.

This includes wall and floor surfaces and the vacuuming and/or sweeping of floors after installation and at the end of the exhibition after the removal of artworks.

11. Copyright

The Hirer is deemed to have accepted sole responsibility for ensuring that the works exhibited by that Hirer do not infringe copyright laws.

12. Disputes

Should any disputes arise between the signatories of this contract concerning any matter referred to herein, the disputes shall be referred to 2 arbitrators, one to be appointed by each party.

In the event of the 2 arbitrators failing to resolve the dispute, it will be referred to an umpire selected by mutual consent of the arbitrators

13. Contract Alterations

Any alterations to this contract will be made by written agreement between the signatories.

14. Donations

The Gallery donations box must be displayed and available for the community to make contributions at all exhibitions.

Unless otherwise agreed ONLY the gallery donation box shall be placed in the gallery.

15. Recording of Visitors to the Gallery

All artists and groups using the gallery shall record visitor numbers to the gallery in the day book

16. Gallery Alarm

All groups and artists hiring the gallery will be shown how to set the gallery alarm.

The alarm shall be set each night on leaving by people hiring or manning the gallery, (see Volunteer procedures manuals).

The cost of resetting the alarm off site shall be borne by the artist or group.

17. Exhibition catalogue

Exhibiting artists are to attach a typed catalogue or inventory list to their contract or give to an MVCAG Committee member prior to or once their exhibition is hung.

18. Raffles and Lucky Door prizes.

Groups hiring the gallery are required to hold the Statutory Permits for such activities and advise the Gallery Committee beforehand.

19. Kitchen Area & Food Preparation

The Kitchen area and all contents of the kitchen are available for the use of the Artist during their Exhibition, including for the purpose of an opening. **No raw food** is to be prepared in the kitchen, but food can be stored in the fridge and warmed in the oven or microwave. The kitchen is to be kept in a clean and tidy condition at all times and rubbish bins must be emptied.

Macleay Valley Community Art Gallery *

Rough floor plan showing hanging space dimensions : Length and heights

Hanging panel or wall with track =



* Not to scale