

KAN Art Studio

Hire Rates 2022

Our open access studio space is a vibrant hub of arts activity. The studio is available for hire for one-off events, workshops or regular usage by local groups and community members.

Community use:

A collective or group using it for themselves

| Times | Standard Rate | KAN Members |
|---------------|---------------|-------------|
| hourly rate | \$25.00 | \$20.00 |
| half day rate | \$60.00 | \$50.00 |
| full day rate | \$110.00 | \$90.00 |

Not for Profit:

No fee charged to other venue users.

| Times | Standard Rate | KAN Members |
|---------------|---------------|-------------|
| hourly rate | \$40.00 | \$35.00 |
| half day rate | \$90.00 | \$75.00 |
| full day rate | \$140.00 | \$120.00 |

Corporate or commercial:

Fee charged to participants or other venue users.

| Times | Standard Rate | KAN Members |
|---------------|---------------|-------------|
| hourly rate | \$55.00 | \$45.00 |
| half day rate | \$150.00 | \$120.00 |
| full day rate | \$250.00 | \$220.00 |

The Garden

The Garden can also be hired for outside activities.

Please contact admin@kimberleyartsnetwork.com.au to enquire about use of the garden space.

Facilitated workshops

KAN can help you develop facilitated art workshops that are tailored to your participants skills and interests.

KAN can organise a professional art facilitator and materials for workshops that last anywhere between 1 hour or a full day and deliver a fun and enlivening creative experience.

Talk to KAN about art events or developing a series that supports growth in skills and engagement.



KAN Art Space and Gardens

Terms and Conditions

- The studio and garden venues are available for regular and casual hire by individuals, community groups and organisations. Those hiring venues do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt other users or local residents.
- Venues are available for hire from 8.00am to 9.00pm. No hire will occur outside those hours unless written agreement is given by KAN. The set up and clean up time must be included in the times of hire.
- Estimate of the numbers of guests attending must be included on the 'Venue Hire Application Form'. If the number of guests exceeds the number on the application form, the hirer must inform KAN.
- To satisfy fire and social distancing regulations the maximum capacity for each venue is declared on the application. Adherence to this capacity must be maintained. KAN has the right to cancel the if this term is breached.
- Venues are available for hire seven days a week subject to public holidays and KAN's operational requirements.
- Venues must be vacated no later than 9.00pm. An extra charge will be imposed for any additional time used which is not booked in advance (Item 1 Schedule of Additional Charges).
- Once a 'Venue Hire Application Form' is received, KAN will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us by admin@kimberleyartsnetwork.com.au

Hire costs and payment

- Hire charges will be calculated and invoiced in advance.
- Hire including the cost of materials and facilitator will be discussed with hirer prior to event to determine exact amount and type of workshop provided. Facilitator fees are calculated as per NAVA rates.
- If a payment is dishonoured, KAN will contact the hirer to arrange an alternative method of payment.
- If the account remains outstanding for seven (7) days from the initial dishonoured payment, bookings will be cancelled until alternative payment arrangements have been made.
- KAN will review rates annually and provide notice of any rate changes.

Cancellation of booking

- Cancellation by hirer: To cancel any booking, KAN requires a minimum of 5 days written notice (email acceptable).
- Cancellation by KAN: KAN reserves the right to cancel any booking if the terms and conditions of hire are breached. KAN will provide written and/or verbal notice cancelling a booking (without advance warning if necessary) if:
 - The hirer neglects to pay fees within the required time frame and cancellation fee equals 100% of hire charges.
 - KAN suspects that false or misleading information has been provided on the 'Venue Hire Application Form'.
 - KAN become aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to KAN, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by KAN.
 - Unexpected repairs or alterations to the venue are underway or the premises are not fit for use due to electrical or security failure, or damage.
 - Adequate evidence of insurance coverage has not been provided if required.

Access to venue

- When hire is confirmed, KAN will provide hirer with a code for the front door. This code is to be treated with discretion and not shared. The code will be changed regularly by KAN and hirer will be alerted to changes of the code when relevant.
- Premises may only be occupied during the times specified in the 'Venue Hire Application Form'. If the hirer occupies the venue either before or after the agreed hire time, additional hire time will be charged accordingly (Schedule of Additional Charges, Item 4).



- Set up and cleaning/pack up time must be included within the entry time and exit time stated on the 'Venue Hire Application Form'. (If the venue is hired until 9.00pm the hirer must vacate the premises no later than 9.00pm).
- All goods and equipment provided by the hirer (including art materials and equipment etc) must be removed from the premises within the hire time period or additional charges may apply (item 2, Schedule of Additional Charges).

Public liability insurance

- All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note: A Public Event is an event which is: open to members of the public and/or advertised to the general public and/or either free to attend or has an entry cost and/or aimed to sell or promote goods or service
- \$1,000 excess is payable in the event of any public liability insurance claim made by hirers.

OBLIGATIONS DURING HIRE

- Smoking is NOT permitted within the fenced perimeter of the property.
- The sale of liquor without a suitable license is illegal and therefore strictly prohibited in any venue.
- Personal belongings/food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment.
- The hirer must allow un-restricted access to the venue at any time by KAN staff or representative on official business, attending due to an emergency call out, security officers or emergency services officers.
- All minors are to be accompanied by an adult at all times.
- Hirers are responsible for bearing the full cost of fines/infringement notices for non-compliance of maximum room capacity (Item 3 Schedule of Additional Charges).

Cleaning, setting up and packing up

- Set up and pack up time for furniture, equipment and materials must be included within the hire session time.
- The hirer is responsible for the set up and pack up of furniture used by the hirer. If this term is breached, a fee may be charged (Item 3 Schedule of Additional Charges).
- The premises must be left in a clean and tidy condition with floors swept. If this term is breached, a fee may be charged (Item 4 Schedule of Additional Charges).
- Preparation of food and beverages must be confined to the kitchen and all food and leftovers cleaned away before departing the venue.

Decorations and advertising

- The use of decorations is permitted provided they do not damage or mark any part of the building. Care should be taken to ensure decorations do not present a fire hazard. If decorations are not removed, or should damage from decorations be caused, the cost of removal and cost of repairs will be deducted.
- Posters and other advertising materials are not permitted within or outside any venues without the written consent of KAN.

Noise

- The venue is in a residential area and consideration must be given to local residents. Complaints received by KAN from residents for noise disturbances will result in cancellation of future bookings.
- In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 10pm. Excessive noise could incur an infringement/fine for which the hirer is liable. If this term is breached, the hirer will be charged for the cost of the fine (Item 5, Schedule of Additional Charges).

Damage to property or premises

- 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.
- Any damage that occurs to the premises during the time of hire must be reported to KAN as soon as possible.
- For any damage incurred by the hirer or one of their invited guests, the cost of repairs arranged by KAN plus an additional clean up and administration fee will be charged. (Item 6, Schedule of Additional Charges).



Security and Safety

- All user groups are asked to comply with any applicable Public Health Orders (PHOs), state government directions, mandates, legislation or regulations. This includes adherence to the State Government's COVID Safety Plan and Guidelines relating to COVID-19. KAN encourages all users to complete the online COVID Infection Control Training Course.
- Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests at their event.
- The hirer must allow un-restricted access to the venue by KAN staff on official business, security officers or emergency officers.
- There is no after-hours customer service available and after-hours access should be confirmed during business hours.
- An emergency on-call phone number is provided on the hire form for the hirer to contact in case of emergency. Emergencies are classified as:
 - hirer cannot gain access to the premises (eg. door lock broken).
 - property or building damage which requires immediate repairs (eg. window broken and needs repairs).
- Extreme Emergencies: In case of fire at premises or if Police are required to attend, Hirers must phone 000 as first point of contact.
- Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (Item 7, Schedule of Additional Charges).

OBLIGATIONS AFTER HIRE

- Premises must be vacated no later than 9.00pm
- It is the responsibility of the hirer to ensure the premises are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- rubbish must be placed in the rubbish bins on the Blick Drive access and not left in the rubbish bins inside the premises. If this term is breached, a fee may be charged (item 4, Schedule of Additional Charges).
- If the cleaning is not to a suitable standard, the cost of engaging cleaners will be charged (Item 3, Schedule of Additional Charges).



SCHEDULE OF ADDITIONAL CHARGES

In the event of any of the circumstances listed in the Schedule of Additional Charges, the hirer agrees to the associated costs or fee incurred. Where applicable, hirers may be charged for more than one item.

| Item | Description | Charge |
|------|---|---|
| 1 | Non-compliance of numbers in attendance. | Triple the original hire charge |
| 2 | If hirer uses premises before or after agreed time of hire, additional hire time will be charged according to additional hire time used. | \$ cost of additional hire time |
| 3 | Additional cleaning of venue if venue is not left in clean condition. | \$ cost of cleaning per hour |
| 4 | Rubbish not placed in bin hoppers provided and/or any excessive rubbish that does not fit in bins is not removed | \$100 |
| 5 | Fine incurred for excessive noise as per EPA 1997 | \$ cost of fine |
| 6 | Damage caused during the hire session as outlined, but not limited to: Broken window/glass, Damage to flooring, Damage to venue property/premises | \$ repairs as arranged by KAN PLUS clean up fee \$150 |
| 7 | Activities by hirers or attendees at hire session which requires the attendance of any Emergency Services including Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non-compliance of maximum room capacity. | \$ cost of infringement PLUS all associated fees |
| 8 | Where an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required, where the venue hire equipment/structure is not faulty the hirer will be charged an attendance fee for onsite assistance. | \$150 |
| 9 | Failure to comply with venue hire terms and conditions. | \$25 per hour |

