**EXPLANATORY MEMORANDUM**

**for**

**AGREEMENT FOR THE PRIVATE USE OF**

**MELBOURNE CAMERA CLUB FACILITIES**

**Conditions**

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| 1 | This clause is to remind Approved Users that as well as the rules made by the MCC, there are statutes that should be considered, particularly where the Studio is the Facility being used and there are additional participants in the private use session.  Use of models and/or MUA’s may make the Approved User responsible under The Occupational Health and Safety Act. Use of models and/or MUA’s under the age of 18 years may also give rise to obligations under the Working with Children Act.  Serious consequences could arise for the Approved User under these statutes. The MCC insurances will not cover an Approved User for breaches of the law. |
| 2 | The relevant Facility Use Guidelines provide additional information and resources about use of the Facilities. |
| 3&4 | Obligation in relation to access and security for the premises. |
| 5 | An online booking system is to be used for booking Facilities. Approved User applicants will be granted access to book in this system when their status is updated to Approved User. |
| 6 | In order to ensure that other Approved Users are not inconvenienced, the times recorded in the Booking System are the only time you are permitted in the Facility. The Facility must be ready for use by another Approved User by the end of the booked session. |
| 7 | To ensure that all participants during your private use of a Facility are covered by the MCC’s public liability insurance, there are additional record keeping requirements. Details of the Approved User and all participants MUST be completed on the prescribed form. Such forms are subject to the Privacy Policy published on the MCC website will only be collected for insurance and complaints purposes and only released by the privacy officer and in accordance with the law. |
| 8 | Completion of Equipment Log Sheets helps the MCC ensure that equipment is in working order. |
| 9 | The hiring fee must be paid promptly, cash on the day or EFT within 24 hrs. |
| 10 | Consumable materials are to be provided by the Approved User. |
| 11 | No materials or equipment of the Approved User is to be left in the premises without prior approval, and if approved, storage shall be in accordance with the relevant Facility Use Guidelines. |
| 12 | Removal of MCC or other member’s property or equipment shall be regarded as theft and subject to disciplinary action. |
| 13 | The MCC makes available these Facilities for private use at highly concessional rates when compared with commercial providers (who may charge 5 to 10 times MCC hiring fees for the same period of time). The MCC is a not-for-profit club and as such is not competing for business with commercial providers. To ensure this, there is a general exclusion of commercial or semi-commercial photographic activities. The MCC Board has decided that incidental revenue from the sale of images, or sale of images to models (or their immediate family) shall not constitute professional or semi-professional activity.  On application, the MCC may approve individual Facility bookings for commercial or semi-commercial activities, however the MCC reserves the right to charge a commercial hiring fee, at a rate to be determined. |
| 14 | Approved Users shall only be responsible for repair, reinstatement or replacement of equipment where the damage was deemed to be caused by negligent or reckless use. |
| 15&16 | Building security. If non-members gain access to the premises and will not leave when asked, call the police on 000. |
| 17 | Prompt reporting of damaged or malfunctioning equipment will ensure that it can quickly be repaired and returned to service. |

**Acknowledgements**

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| 1 | The principal reason for private use of Facilities should be consistent with the principal object of the MCC – to promote the visual art of photography. |
| 2 | During private use of a Facility by an Approved User, there are no officers of MCC in attendance therefore the Approved User is responsible for the conduct of the private use session. While the MCC does have Public Liability insurance, this insurance will only cover the Approved User or reported participants in a private use session for damages or injuries incurred as a result of a flaw in the premises, eg tripping on a ripped piece of carpet.  Damages or injuries incurred as a result of a direction by the Approved User for a risky or dangerous activity will not likely be covered by MCC’s Public Liability insurance, eg leaping from a prop. |
| 3 | An acknowledgement by the Approved User that responsibility for all activities during a booked session in a Facility is their own, and not the MCC’s. Therefore any liability arising from such a session is the Approved User’s alone. |
| 4 | Should the Approved User breach any of the agreed conditions, they will be subject to disciplinary action. |
| 5 | The MCC may vary the conditions upon giving notice. |