

# INTERIM AGREEMENT FOR THE PERSONAL USE OF MELBOURNE CAMERA CLUB FACILITIES

## Purpose of Agreement

The Melbourne Camera Club (ABN 79 004 344 549) has various facilities located in its premises which may be made available for personal use.

This agreement sets out the conditions under which the *MCC* will permit personal use of those facilities, and by signing this agreement, the User agrees to such conditions.

*An Explanatory Memorandum is appended to this document to provide more information of key areas of this agreement.*

## Definitions

In this agreement, the following meanings shall be applied to terms in the body of the agreement:

the “MCC”	The Melbourne Camera Club (ABN 79 004 344 549). The Club is a public company limited by guarantee.
The “MCC Board”	The Board of Directors and Board means the Board of Directors of the Club as elected or appointed from time to time; Board may delegate any of its powers to a committee or sub-committee.
the “premises”	The MCC clubrooms located at 256 Ferrars Street, South Melbourne, 3205.
the “user applicant”	A financial Ordinary or Concession member or Life member of the MCC, or such other person or organisation approved by the MCC, that has made application to become an Approved User by signing this agreement.
the “Approved User”	A <i>user applicant</i> that has signed this agreement, satisfied the Darkroom Manager and/or Studio Manager of any competency requirements, and the authorised MCC representative has signed this agreement.
the “Facilities”	The Darkroom (and associated equipment), and/or the Studio (and associated equipment), and/or such other areas as may be specified from time to time by the MCC.
“personal use”	Exclusive use of the Facilities by an Approved User for a purpose other than a published MCC meeting.
“hiring fee”	A charge determined by the MCC for personal use of the Facilities. A schedule of hiring fees shall be published by the MCC. Upon application, a hiring fee may be varied or waived at the sole discretion of the MCC.
“Facility Use Guidelines”	MCC shall publish guidelines for use of the individual facilities that are subject to personal use.

## Conditions applicable to personal use of MCC Facilities

As an *Approved User*, I will:

1. Inform myself and comply with all relevant legislation that may impact on my proposed personal use of the Facilities, including without limitation particularly: The Working with Children Act 2005 as amended, MCC Covid Safe Policy, MCC Child Safe Policy and The Occupational Health and Safety Act 2004 as amended including all other MCC policies and guidelines outlined on the MCC website.
2. Be responsible for any of my visitors (Models and Make Up Artists, Visitors to the Darkroom and Annex) working with me in my session
3. Abide by the club policy that individuals under the age of 18 years will not be involved in a facility activity without a parent being present and without the member having a current Working With Children Check.
4. Inform myself of the relevant Facility Use Guidelines and ensure that I use and maintain the Facility in accordance with those guidelines. Should other rooms of the premises be accessed during my personal use of the Facility, I will ensure that they are left clean and tidy.
5. Keep up-to-date on all documentation produced for any Facility I use that is related to best practice and to occupational health and safety. This includes attending user update workshops when asked to do so by the appropriate Facility Manager. Failure to be up-to-date on these matters can result in User Privileges being suspended.
6. If applicable, pay the prescribed non-refundable payment for use of an electronic fob to access the Facility.
7. Not disclose any access code for any part of the MCC premises to anyone.
8. Book sessions within the limits defined in the MCC Booking System, or by the MCC Board through the Booking Coordinator, for the Facility.
9. Not attempt to enter the Facility before the commencement of my booking and will depart from the Facility no later than the time that I have booked in the MCC Booking System.
10. Record and be responsible for all details of all persons who attend the premises for my personal use of a Facility on the booking system. Information is only collected for insurance and complaints purposes and will only be released by the privacy officer or in accordance with the law. At the time of booking, I will provide details of all visitors and members (Models and Make Up Artists, Visitors to the Darkroom and Annex). Details to include: Name, phone number, sighted evidence of **double vaccination**. Failure to

provide **ALL** this information would mean that the member, visitor, model, MUA cannot enter the building and the booking will be cancelled. I will take responsibility for the accuracy of **ALL** information provided at the time of booking.

11. Ensure that all visitors and members who attend my personal booking are double vaccinated, in line with MCC Covid Safe policy. Failure to be double vaccinated would mean that the member, visitor, model, MUA cannot enter the building.
12. Be the Covid Marshall for my personal booking and in line with MCC Covid Safe policy.
13. Be responsible for compliance in line with the MCC Covid Safe policy.
14. Be responsible to clean and wipe down all surfaces and equipment used during my personal use of this facility.
15. If applicable, I will use the MCC equipment repair form associated with the Facility. Any problems, malfunctions or breakages of equipment will be reported on the equipment repair log form accessed via the QR code. In the case of the Studio this is the QR code on the equipment cupboards. For the Darkroom it is included in the darkroom log sheet.
16. To pay the prescribed hiring fee for the Facility, as shown in the Announcements on the MCC Booking System, or by the MCC Board through the Booking Coordinator, for the session(s) I have booked by electronic transfer within 24 hours of completing the session(s).

Bring my own materials and supplies according to the appropriate Facility Use Guidelines.

17. Remove all of my personal property and that of anyone accompanying me from the MCC premises on completion of my sessional use of the Facility, unless other arrangements have been made with for a given Facility Such materials left in the premises must be stored or disposed of in the manner prescribed in the appropriate Facility Use Guidelines.
18. Not remove any MCC or other member's property or equipment from the premises.
19. Not use the Facility for training programs or courses where a fee is payable to me as an individual.
20. Accept financial responsibility to pay for repair or re-instatement or replacement for any damage to MCC's equipment through negligent or reckless use by me, or any persons that I allow into the premises during my personal use of the Facility.
21. Ensure that all the doors are locked when leaving the premises.
22. Not permit entry to the premises by any persons who are not MCC members that are not participating in my personal use of the Facility.
23. At the earliest opportunity report to the Booking Coordinator and/or the Studio Manager or Darkroom Manager any equipment breakages and/or malfunctions either in the Facility or in the premises.

## **Acknowledgements by the Approved User**

I understand and agree that:

- A. The MCC is making available the Facility and associated equipment for the furtherance of my understanding and skill in the art of photography.
- B. I am completely responsible for my conduct and the conduct of anyone else participating in my personal use of the Facility. I am working in the Facility at my own risk and that I and anyone else participating in my personal use of the Facility are only covered by the MCC's public liability insurance to the extent of the current policy, if any. The MCC will not be held liable for any activities or behaviours resulting in an accident that are not within the scope of the said coverage (if any) and that are my responsibility because of misuse malice or unlawful use of the facility.
- C. Work in a Facility may be inherently unsafe because of reduced visibility and confined space and that the appropriate use guidelines for the Facility cannot cover all the possible situations. With that in mind I will exercise common sense and safe behaviour in my use of the Facility and indemnify and keep the MCC indemnified against any cost, claim, suit, damage, action or expense arising out of my misuse, malice or unlawful use of the Facility.
- D. If I am found in breach of any part of this agreement, I may be temporarily or permanently banned from using all of the chosen Facilities, at the discretion of the MCC Board.
- E. The MCC can change any of the agreed Conditions at any time and that those changes, if any, will become effective once advertised on MCC's notice board, website, and in the club newsletter, and at regular Club meetings, and in the MCC magazine Exposure. If I do not accept such advertised changes, I will immediately advise the Booking Coordinator.
- F. If I do not make any bookings and personal use of the relevant facilities within two (2) years of the date on which this agreement is signed by the authorized MCC representative, this agreement will lapse.

## Application

This agreement applies to the following Facilities and the term *Facility* shall refer to the individual use of any those chosen here (please tick those to which you wish this Agreement is to refer):

Darkroom

Studio

Print Preparation area

This Agreement including Explanatory Memorandum shall have no effect until it is signed by an authorised representative of the MCC.

Further, the *user applicant* is not authorised to book *Facilities* for *personal use* until such time as the Darkroom Manager and/or Studio Manager have advised the Booking Coordinator that the *Approved User* is considered to have a satisfactory skill level to use the facilities unsupervised and booking privileges have been updated in the online booking system.

Approved User Applicant	Authorised MCC Representative
Name:.....	Name:.....
Signature:.....	Signature:.....
Date:	Date:

Please take a copy of this form and then forward it to the Booking Coordinator.

**EXPLANATORY MEMORANDUM**  
**for**  
**AGREEMENT FOR THE PERSONAL USE OF**  
**MELBOURNE CAMERA CLUB FACILITIES**

**Conditions**

1	<p>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 personal use session.</p> <p>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.</p> <p>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.</p>
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 personal 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 the appropriate reporting method on equipment use helps the MCC ensure that equipment is in working order.
9	The hiring fee must be paid by EFT within 24 hrs of completion of a booking.
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	<p>The MCC makes available these Facilities for personal 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.</p> <p>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.</p>
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.
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### Acknowledgements

1	The principal reason for personal use of Facilities should be consistent with the principal object of the MCC – to promote the visual art of photography.
2	<p>During personal 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 personal use session. While the MCC does have Public Liability insurance, this insurance will only cover the Approved User or reported participants in a personal use session for damages or injuries incurred as a result of a flaw in the premises, eg tripping on a ripped piece of carpet.</p> <p>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.</p>
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.