


citylibraries



# Citylibraries Display Terms and Conditions

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 Citylibraries Townsville

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Townville City Council (Council) Citylibraries offer community display spaces to further its goals of lifelong learning and contribute to the cultural and social sharing of information. This includes small displays and promotional and educational material offered by not-for-profit organisations, individuals and groups for presentation at Citylibraries.

Exhibitors must read and agree to the terms and conditions below to be eligible to display items in Citylibraries spaces. Approved Exhibitors acknowledge and agree:

## 1. Definitions

Term	Definition
<b>Agreement</b>	This agreement, which constitutes the entire agreement between the parties and may be amended only by written consent between both parties.
<b>Display</b>	A public display of art, products, or information showcasing a theme or topic.
<b>Educational Material</b>	Resources that are intended to support learning, research, and personal development.
<b>Exhibitor</b>	A person or group who displays works of art, products or information showcasing a theme or topic.
<b>Not-For-Profit Organisation</b>	Means an organisation whose contribution states that any profits or surpluses must be used to further the objectives of the organisation rather than benefit an individual. A registered non-profit organisation is incorporated under the <i>Corporations Act 2001</i> (Cth), or the <i>Associations Incorporation Act 1981</i> (Qld).
<b>Promotional Material</b>	Resources, such as brochures, flyers, or posters used to promote a product, service, or event.
<b>Small Display</b>	A compact arrangement of items or information showcased for viewing, typically to highlight a specific theme or product.

## 2. Responsibility of Citylibraries

- 2.1 Citylibraries will make available Citylibraries spaces for the display of items in accordance with the Citylibraries Display Procedure.
- 2.2 Citylibraries will install displays which have been selected to be hung on walls, at a time agreed with the Exhibitor.
- 2.3 Citylibraries will display the items for the period of time as agreed with the Exhibitor.
- 2.4 Citylibraries will uninstall the items hung on walls at the end of the agreed period.

## 3. Responsibility of Exhibitors and Their Agents

- 3.1 The Exhibitor and their agents are to act and provide information in accordance with the Citylibraries Display Procedure.
- 3.2 The Exhibitor or their agent is to deliver the display to the Citylibraries on the time agreed with the Exhibitor.

- 3.3 Where items are to be hung, it is the responsibility of the Exhibitor to provide appropriate hanging apparatus which is attached to the item.
- 3.4 Where the items are to be displayed in glass cabinets, the Exhibitor will install the display in the specified glass cabinet at the agreed time.
- 3.5 The Exhibitor will uninstall items in the glass cabinets at the end of the agreed period.
- 3.6 The Exhibitor will collect their display from Citylibraries at the end of the agreed period unless terminated earlier.
  - 3.6.1 Where the Exhibitor fails to collect their display within two weeks from notification to collect their display, the item will be considered abandoned, and Council may dispose of the item at their absolute discretion. No compensation will be payable to the Exhibitor in this event. Citylibraries will endeavour to contact the Exhibitor to request collection of items.
  - 3.6.2 Where an Exhibitor is unable to collect the display, Citylibraries may consider storing the item for an additional period of time at their discretion where Citylibraries is provided with appropriate reasons for failing to collect the display. Citylibraries must be provided with appropriate reasons before the end of the collection period in clause 3.6.1.
- 3.7 To the extent permitted by law, Council provides no warranties, guarantees, or conditions to safeguard or store displays after collection is due.
- 3.8 The Exhibitor is required to provide information about the display in accordance with the Citylibraries Display Procedure.
- 3.9 The Exhibitor acknowledges that theft and vandalism of any display is an accepted risk in a publicly accessible facility and not within Council's responsibilities to monitor or to control to the extent permitted by law. The Exhibitor is responsible for implementing their own security measures in consultation with the Citylibraries.
- 3.10 The Exhibitor accepts responsibility and will reimburse Council for costs or loss caused by any and all damage caused to Citylibraries property due to incorrect, negligent or irresponsible use by the Exhibitor or their agent.
- 3.11 Where the display is interactive, the Exhibitor must provide suitable signage at their cost that states "Children under the age of 12 must be supervised by a parent or legal guardian."
- 3.12 Exhibitors must not bring in any outside display equipment without the express written permission of Citylibraries.

## 4. Intellectual Property and Licences

- 4.1 The Exhibitor is responsible for ensuring compliance and adhering to all copyright and intellectual property rights.
- 4.2 Where nominated on the application form, the Exhibitor grants an irrevocable, royalty-free, non-exclusive licence in perpetuity to Council to publish, reproduce, communicate the display or any part of it for the purposes of:
  - 4.2.1 publicity, promotional and critical review;
  - 4.2.2 marketing and advertisement; and,
  - 4.2.3 creating an archive, reference or database.
- 4.3 The Exhibitor warrants that:
  - 4.3.1 they are the owner of all intellectual property in the display; or

- 4.3.2 the Citylibraries use will not infringe the intellectual property rights of any person; and,
- 4.3.3 they have obtained all necessary permissions and consents for Citylibraries use of the display.
- 4.4 The Exhibitor agrees to indemnify and keep indemnified Council against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the display infringes the intellectual property rights of any person.
- 4.5 The Exhibitor acknowledges that whilst Council may place reproductions of this display on its webpages, in public and on other materials, the Council cannot and does not warrant that the users or members of the public will comply with copyright and/or other intellectual property legislation. Council will not be liable to the Exhibitor for any breach of intellectual property rights including copyright and any moral rights by third parties.
- 4.6 The Exhibitor must inform the Citylibraries if there is any Indigenous Cultural and Intellectual Property (ICIP) in the display and if so, the Exhibitor must inform Citylibraries if the display of their item must be accompanied by an ICIP notice which must:
  - 4.6.1 acknowledge the inclusion of traditional ritual knowledge of a community; and
  - 4.6.2 include consent from the custodians of the community.
- 4.7 These clauses 4.1 to 4.6 survive termination of this Agreement.
- 4.8 Citylibraries will not display or use any display in a context that might be considered by an Aboriginal or Torres Strait Islander community to be inappropriate, derogatory, degrading or offensive.

## 5. Risk, Insurance and Release

- 5.1 In absence of any negligent act, error or omission on part of Council:
  - 5.1.1 any use of any display cabinetry, equipment and Citylibraries spaces by the Exhibitor or their agents is at the Exhibitor's own risk; and
  - 5.1.2 the display is understood to be wholly at the Exhibitor's risk. The Exhibitor agrees to release and hold Council harmless in relation to all liability for personal injury, property damage, loss or expenses caused or incurred by or to the display from any cause whatsoever to the extent permitted by law.
- 5.2 It will be the responsibility of the Exhibitor to arrange their own insurance coverage over their display.

## 6. Indemnity

- 6.1 The Exhibitor accepts responsibility and will indemnify Council for costs and loss caused by any and all damage caused to Citylibraries property due to incorrect, negligent or irresponsible use by the Exhibitor or their agent.
- 6.2 In the absence of any negligent act, error or omission on the part of Council, the Exhibitor will indemnify Council from and against all or any actions, suits, claims and demands by or on behalf of any person in respect of the death of or personal injury to any person, damage to property or any other loss, damage or expenses which may arise directly or indirectly out of the display.

## 7. Termination

- 7.1 Either party shall have the right to terminate this Agreement at any time for any reason by giving at least two weeks written notice to the other party prior to the date of effect of such termination.
- 7.2 Where a party has provided notice of termination, the display must be uninstalled by the responsible party in clauses 2 or 3, as soon as possible. Citylibraries reserves the right to uninstall the display where the Exhibitor is unable or refuses to do so. The Exhibitor must collect the display in accordance with clause 3.6.
- 7.3 Termination pursuant to this clause shall be without prejudice to the rights and liabilities of both parties which have accrued up to the date of termination.

## 8. General

- 8.1 This Agreement constitutes the entire agreement between the parties together with the Citylibraries Display Procedure and online application.
- 8.2 This Agreement and the online application may be amended only in writing between both parties.
- 8.3 To the extent of any inconsistency, this Agreement shall prevail over the Citylibraries Display Procedure and online application.
- 8.4 In case any term in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining agreement shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 8.5 Any failure by a party to compel performance by the other party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions.
- 8.6 Any dispute arising in connection with this Agreement, which cannot be settled by negotiation, will be first submitted to mediation.
- 8.7 Neither party hereto shall have the right to assign this Agreement to a third party without the prior written consent of the other party.
- 8.8 This Agreement will be construed in accordance with the laws of Queensland.