

## **SCHEDULE B**

### **Boyd Studios: Rules of the Building**

#### **1. INTRODUCTION**

The City of Melbourne is committed to facilitating creative production through the provision of affordable, safe and legal spaces for artists. It sources, refurbishes, develops and manages property for creative use in both the private and public sector across Melbourne. One of these spaces is Boyd, 207-229 City Rd, Southbank. Boyd is a facility that houses artist studios, a library, café, offices, meeting rooms and family services.

#### **2. WORKING STUDIOS**

The following terms and conditions apply in addition to the specific terms of the licence agreement.

##### **2.1. Licence Agreement**

- The licence fee is inclusive of all costs and outgoings including rates, utilities (electricity and water charges), building insurance, repairs and maintenance to common areas, cleaning of bathrooms and public thoroughfares, any professional fees such as surveyors costs and trade refuse.

The licence fee does not include public liability insurance, plate glass insurance or insurance for the artists own fixtures, fittings and contents, or damage to the Licensed Area .

##### **2.2. Eligibility**

Artists must be over the age of 18 years to apply for a studio.

##### **2.3. Use of Studios**

- All Creative Spaces managed studios are intended for use as work spaces for artists and are only permitted to be used for this purpose.
- Licensees are expected to use their studios 2-3 times a week on average during the Term and consent from the Licensor to leave the studio vacant for more than 3 weeks.
- There is an absolute prohibition on the licensed area being used for any purpose other than the permitted use, including any kind of residential use, as storage or for any practice of art not detailed in the licensees application form. Any breach of this condition is a breach of the licence and may result in the licence being terminated.
- Studios will not be open to the public except for specified Open Studio days/occasions and cannot be used as registered business addresses.
- The studio is for personal use only and must not be used for business or commercial purposes.
- If a Licensee vacates the studio, it will immediately revert back to the City of Melbourne and may be made available to another artist at the discretion of the Licensor.
- Occupation of a Licensee's studio by another person or group is not allowed.
- The City of Melbourne staff are entitled to inspect the studios at any time without prior notice, and to check that studios are being used in accordance with the licence agreement.
- A Licensee is permitted to have visitors in their studios but any greater public access such as Open Studios, parties or exhibitions is not authorized unless prior written consent has been obtained from the Creative Spaces Program Manager given issues of planning, site security and fire regulation etc. The Creative Spaces Program Manager may require the artist to pay for or contribute to the cost of opening the studio to the public or impose conditions on the consent given.

- There is no car parking on site but there is a public loading bay situated near the entrance to the building for delivery and collection of items.

## **2.4. Studios**

- Licensees are responsible for keeping studios clean and in good order.
- The Licensor will oversee any necessary repairs to the wiring and plumbing during the licence period.
- Access to the studios is 24 hours, 7 days a week.
- All studios have either high bay lighting, fluorescent lights or natural light.
- Licensees will have access to running water although not always in their studio.
- There is no existing heating or air-conditioning in studios.
- All Licensees will be encouraged to carry a mobile phone and all numbers must be registered with the Creative Spaces Program Manager.
- Phone lines will not be installed in each studio, it is the responsibility of the artists to set up and manage individual accounts with providers after obtaining consent from the Licensor.
- Limited wireless internet is available for use by the artists. However artists requiring more than light use of the internet will be required to establish personal contracts directly with internet providers. Data points have been installed in each studio ready for connection.
- Any modification to a studio must be approved by the Licensor and all costs and permits associated with the modification will be borne by the Licensee.
- Whilst privacy is respected, Licensees are required to not fully cover the windows facing common areas.

## **2.5. Studio Maintenance**

- Licensees are responsible for all furnishings and decorating of their studios.
- Licensees are to contact Creative Spaces staff to have light bulbs replaced.
- Licensees must obtain written approval from the Creative Spaces Program Manager to make any personal modifications or alterations, at the artist's cost to:
  1. the Studio or common area; or
  2. the electrical installations including modifying the lighting system; or any plumbing installations within the Studios
- The Licensee will be required to reinstate the Studio at the artists cost, at the end of this Licence unless consent of the Creative Spaces Program Manager is obtained.
- No items will be allowed to be stored or discarded in corridors, stairwells or other communal areas for fire, insurance and health and safety reasons. The Licensor will remove any unauthorized items at the artist's expense.
- It will be the shared responsibility of artists to manage and keep communal areas clean.
- If there is damage or mess to the building owing to the actions of a Licensee it will be the responsibility of that Licensee to repair damage and remove rubbish and belongings.

## **2.6. Subletting and Sharing**

### **2.6.1. Sharing**

- A Licensee must not share a studio unless the prior written consent has been obtained from the Licensor.
- All artists sharing the cost of a studio must be named on the Licence Agreement as a party in the Schedule A of the Licence Agreement.
- Licensees are responsible for all fees including the Licence fee, and correspondence to do with the studio.
- Licensees must not request from any other artist sharing the same studio for licence fee contributions that exceeds the cost of the studio as determined by Creative Spaces. No artist can profit from another artist who shares the studio space.

### **2.6.2. Subletting**

- Subletting is not permitted. Any breach of this condition is a breach of the licence and may result in the licence being terminated.

### **2.7. Noise and disturbance**

- Efforts will be made to situate artists who regularly use noisy machinery away from quieter studios, although artists will have to accept some noise is an inevitable part of making work.
- Artists are requested to use head phones when playing music. Artists sensitive to sound should consider using sound cancellation head phones for total quiet.
- Artists are asked to be sensitive to other artists' privacy and work commitments. Socialising is healthy and fun but can also be disruptive and intrusive.

### **2.8. Smoking, Drugs and Alcohol**

#### **2.7.1 Smoking**

- No smoking is allowed anywhere on Council managed property. This includes open spaces. Smokers must find an area at least 3 metres away from the entrances to the property and building to smoke and must dispose of cigarette butts in suitable waste containers.
- Failure to comply with this rule may result in the artist losing their licence at Boyd Studios.

#### **2.7.2 Drugs and Alcohol**

- An artist must not bring any kind of illegal drugs into the studios or attend the studios under the influence of an illegal drug.
- An artist must not:
  1. bring alcohol into the studios or consume alcohol at the studios unless first obtaining the written consent of the Creative Spaces Manager (which can be withheld in their sole discretion); or
  2. Attend the studios while under the influence of alcohol.
- Failure to comply with this rule may result in the Licence being terminated..

### **2.9. Community Engagement - Open Studios**

- Creative Spaces staff will organize an annual Open Studio event and it is requirement that every Licensee takes part.
- Open Studios are a great opportunity for artists to directly reach an audience and sell their work.
- Open Studios are important in that they connect the artist community with local people.
- Licensees are required to clearly display the price of their work before doors open to the public. This rule will not prevent or otherwise restrict the Licensee from negotiating a price for their work.

#### **2.9.1. Community Engagement - Project**

- Artists are required to offer at least one project per year that engages the public. The nature and content of the project must be approved by the Creative Spaces Program Manager.

### **2.10. Insurance**

### **2.10.1. Public Liability**

- Licensees must obtain and keep current their own Public Liability Insurance for their studio space regardless of whether the public are invited in or not.
- Any artist showing work that may be unsuitable for certain age groups or that may be offensive or disturbing will be required to post a notice on their door clearly stating this.
- If an artist employs someone in their studio they will also be responsible for providing Employer's Liability Insurance

### **2.10.2. Property Insurance**

- Licensees will be required to insure their own personal property, belongings, tools and equipment or stock of materials in the event of fire, flood, structural damage or theft.

## **2.11. Security**

### **2.11.1. Personal**

- Licensees are advised to store personal belongings — bags, wallets, computers, cameras or other valuables, hand tools and electrical equipment etc. — in a locked cupboard or container (preferably metal) so that they are not in open view. All items brought into the Building or Studio is at the Licensees own risk.

### **2.11.2. Site Security**

- Each person whose name appears as licensee on the licence, will have a unique identity allowing key-less access to the building (electronic key) and to their individual studio. Costs associated with the replacement of keys etc. will be borne by the Licensee. A replacement of an electronic key (fob) is \$25.00 (subject to review from time to time). The fobs are for the sole purpose of entering the building and remain the property of the City of Melbourne. The fobs are to be used only by the person they have been assigned to and be returned by them at the completion of the licensed term. Should any other key or security device be issued by Creative Spaces staff in the future, the same conditions as those for a fob, will apply to that key or security device.

Licensees must ensure that:

- All common entrance/access doorways are closed and locked behind them.
- Bolts of external doors to remain shut unless deliveries require both doors be opened.
- External doors (other than the front entrance door) are not opened from outside the building;
- Only use the front entrance of the building to gain access the licenced area, using the fob or other security method/device provided by the City of Melbourne.
- Entrance/access doors are never propped ajar and unattended for deliveries or visitors.
- Visitors are met at the main entrance.
- No one is allowed entry into the building that the Licensee does not know.

Site access by essential services or building personnel is conducted through City of Melbourne staff or contractors.

## **2.12. Heating**

- The building is heated during the opening hours of the library. A Licensee is allowed to use heaters in the studio but any heater must be professionally tagged by a registered electrician annually. Kerosene and gas heaters are prohibited. All heaters must be turned off when the studios are unoccupied, even for brief periods of time.

## **2.13. Fire**

### **2.13.1. Fire Prevention and Fire Risk Assessment**

- All Licensees are required to complete an on-line training module for building evacuation within 4 weeks of the Commencement Date of the Licence.

- No gas cookers are permitted in the building.
- All fire protection systems, measures, and associated building services shall be maintained, and checked, as defined in the fire safety plan prepared by the fire safety engineer and in accordance with the appropriate Australian Standards and the Building Regulations as a minimum
- No open flames or power tools that create sparks are permitted without the prior written consent of the City of Melbourne. No glass blowing is allowed in the building.

### **2.13.2. Fire Prevention and Good Health and Safety Practice within a Studio**

- Oil paints, turpentine and other oil-based flammable painting mediums must be stored in a metal-lidded container when they are not in use and must be kept away from all sources of heat.
- Disposal of waste require that hazardous materials (including batteries etc.) must not be put into the general bins.
- No propane cylinders (empty or full), are to be left in corridors, staircases or lobbies.
- Licensees whose art practices involve the use of flammable items may be required to install a particular type of fire extinguisher.
- Highly flammable materials such as fibreglass and associated chemicals must be stored in a metal-lidded container at all times when not in use.
- Paint rags and other studio debris must be disposed of regularly.
- Ensure adequate ventilation
- Rules and regulations concerning materials such as turpentine, white spirit and certain paints are continually being updated and it is a condition of this licence that the Licensee complies with all safety procedures and regulations.
- Licensees must not store flammable liquids in excess of 50L within the building without first obtaining the written consent of the Creative Spaces Manager and installing an appropriate fire extinguisher that complies with AS 2444.

### **2.14. Electricity**

- The studios are not individually sub-metered and the cost of electricity associated with reasonable use is included in the licence fee.
- There is no access to 3-Phase power..

### **2.15. Electrical Equipment**

- All electrical equipment used in the in studio must be independently tested and tagged on an annual basis by a qualified supplier at the Licensees' expense. A certificate from a qualified supplier must be lodged with the Licensor annually. Licensees must have their electrical items tested and tagged within 4 weeks of the Commencement Date of the Licence.
- All studios are provided with at least one double socket, sometimes more.
- Licensees must not overload the sockets or make excessive use of adaptors.
- Adaptors must not be used with electric heaters or other high consumption equipment.
- Licensees must unplug appliances whilst not in use and remove all adaptor plugs or transformer plugs and extension cables when they leave the studio each day.
- It is the responsibility of artists to ensure that their tools, appliances and electrical equipment, including integral cables and plugs, are maintained in good condition and tested annually.
- Licensees are advised to use extension leads with an integral fused switch and an indicator light as some electric heaters and other high consumption items require a thicker cable and an inadequate cable will burn out the socket.
- Licensees are requested to avoid extension cables trailing across the floor.

**2.16. Security deposit**

- Licensees must pay a security deposit equivalent to a minimum of one month's licence fee before studio keys are issued. This will be held until the end of the licensed term. At that point the security deposit will be either set against charges due or returned to the artist. This deposit is payable in advance together with the first month's licence fee.
- The security deposit will be returned at the end of the licence after the security pass has been returned to City of Melbourne, all belongings have been removed, the studio left clean and in good order and any outstanding bills settled. Fob keys must be hand-delivered to the Licensor at Council House 2, Level 9, 240 Little Collins St Melbourne unless otherwise arranged by Creative Spaces staff.
- If the studio is not left in a clean, tidy and otherwise acceptable condition the Licensee will be charged for cleaning, removal of goods and redecoration.

**2.17. Payment of Licence Fee**

- The Licensee must pay the licence fee on the due date.
- If a Licensee the licence fee or other charges are outstanding for more than 21 days, the Licence Agreement may be terminated.

**2.18. Notice**

- If a Licensee wants to vacate their studio prior to the end of the licence term, they must give at least one calendar months' notice in writing, with the notice period ending on the last day of a month, to ensure that the studio is available for occupancy from the first of the following month.
- Where the Licensee has given notice to vacate the licenced area, the artist authorizes the Licensor to show the studio to prospective new parties during that notice period.

**SCHEDULE C****Boyd Studios: Issues resolution procedure**

This facility houses artists in close proximity. It is expected that all artists comply with the Rules of the Building attached to their Licence Agreement and respect each of the other artists at the studios. If an issue arises between you and another artist, or you spot a non-observance of the rules, we request that you initially consider discussing the issue directly with that artist in an attempt to resolve the issue.

If you are unable to resolve the issue directly the issue can be brought to the attention of Creative Spaces staff. A member of the Creative Spaces staff will then consider the issue on its merits and decide how to resolve the issue or may determine not to take any action.

To properly consider the issues, the Creative Spaces staff may:

- decide to facilitate a meeting between you and the other artist/s;
- contact the artist who is subject to the issue/complaint;
- contact others to investigate the issue if considered necessary;
- require a meeting to discuss the issues; and
- decide to escalate the matter to more senior City of Melbourne staff.

If allegations are made against another person, that person has a right to expect natural justice by being made aware of the allegations made against them.

Council will endeavour to protect your privacy but in order to investigate the matter it may be necessary to discuss the issue with other people.

If the above process fails to resolve the issue or complaint, the Council reserves the right to use other methods, such as any rights in the Licence Agreement to resolve the issue.

Creative Spaces staff can be contacted at [creativespaces@melbourne.vic.gov.au](mailto:creativespaces@melbourne.vic.gov.au) or on (03) 9658 8593.

SCHEDULE D

Floor Plan Level 1

