

## **SCHEDULE B**

### **Boyd School Studios: Rules of the building**

#### **1. INTRODUCTION**

The City of Melbourne has undertaken to locate vacant or under-utilised spaces in the municipality and make them available as artists' studios. One of these spaces is the Boyd School, 207-229 City Road Southbank. Council intends to redevelop the Boyd School for community and commercial use and open space in the near future. In the short term the Boyd School Studios is available for use by artists as artist studios. Licences for the studios are offered on a monthly basis, in the event Council requires the building back on short notice.

#### **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. 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.
- There is an absolute prohibition on the licensed area being used for any other purpose whatsoever, including any kind of residential use, as storage or for any practice of art not detailed in the licensee's 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 an artist 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 Creative Spaces website.
- Occupation of one artist's studio by another artist is not allowed.
- The Creative Spaces Manager or Creative Spaces staff are entitled to access the studios at any time without prior notice, and to check that studios are being used in accordance with the licence agreement.
- An artist is permitted to have personal visitors in their studios but any other public access such as Open Studios, parties or exhibitions is not authorized unless prior written consent has been obtained from the Creative Spaces Manager, given issues of planning, site security and fire regulation etc. The Creative Spaces 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.
  - Car parking is not permitted on property grounds

##### **2.3. Studios**

- Artists are responsible for leaving studios clean and in good order when leaving.
- 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.
- Artists will have access to running water although not always in their studio.
- There is no existing heating or air-conditioning in studios.
- All artists will be encouraged to carry a mobile phone and all numbers must be registered with the Creative Spaces Manager.
- Phone and Internet 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 Creative Spaces Manager.
- Any modification to a studio must be approved by the Creative Spaces Manager and all costs and permits associated with the modification will be borne by the Artist.
- Whilst privacy is respected, artists must not fully cover the windows in the corridor..

#### **2.4. Studio Maintenance**

- Artists are responsible for all furnishings and decorating of their studios.
- Artists are to contact Creative Spaces staff to have light bulbs replaced.
- Artists must obtain written approval from the Creative Spaces 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 artists will be required to reinstate the Studio at the artists cost, at the end of this Licence unless consent of the Creative Spaces 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 Creative Spaces Manager or a member of the Creative Spaces staff 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 an artist it will be the responsibility of that artist to repair damage and remove rubbish and belongings.

#### **2.5. Subletting and Sharing**

##### **2.5.1. Sharing**

- An artist must not share a studio unless the prior written consent has been obtained from the Creative Spaces Manager.
- 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.
- Artists are jointly responsible for all fees including the Licence fee, and correspondence to do with the studio.
- Artists 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.

##### **2.5.2. Subletting**

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

#### **2.6. 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 or the radio
- 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.

## **2.7. 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 artist losing their licence at Boyd school Studios.

## **2.8. Open Studio**

- Creative Spaces will organize an annual Open Studio event and it is requirement that every artist in Boyd School Studios 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.
- Open Studios are traditionally held over one weekend with a private view on the Friday night but alternative open times may be negotiated.
- Artists are required to clearly display the price of their work (if it is for sale) before doors open to the public. This rule will not prevent or otherwise restrict the artist from negotiating a price for their work.

## **2.9. Insurance**

### **2.9.1. Public Liability**

- Artists 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

### **2.9.2. Property Insurance**

- Artists 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.

- Artists need to provide a padlock for their studio door at their own expense. A copy of the key must be given to a Creative Spaces staff member.

## 2.10. Security

### 2.10.1. Personal

- Artists 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 artists own risk.

### 2.10.2. Site Security

- Each artist whose name appears as licensee on the licence, will have a unique identity allowing key-less access to the building and a separate key to their individual studios. Costs associated with the replacement of keys etc. will be borne by the artist. 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.

Artists 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 is used 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 artist does not know.

Site access by essential services or building personnel is conducted through the Creative Spaces staff.

## 2.11. Heating

- There is no existing heating provided so artists will be responsible for heating their own studios
- An artist is allowed to use heaters in the studio but any heater must be:
  - Fixed in position whilst in use;
  - Fitted with a guard;
  - Positioned so that there is a 6 feet radius clear of any flammable items left around the heater; and
  - Be professionally tagged by a registered electrician annually.
- Kerosene and gas heaters are not allowed
- All heating appliances must be regularly cleaned and maintained
- Electrical, heating and other equipment that appears faulty may present a risk of ignition or fire hazard and will be withdrawn from service until repaired by an appropriately qualified person or replaced
- All heaters must be turned off when the studios are unoccupied by artists, even for brief periods of time.

## 2.12. Fire

### 2.12.1. Fire Prevention and Fire Risk Assessment

- All artists are obliged to complete online Building Evacuation training

- Smoke detectors are installed throughout the building
- No gas or electric 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. No glass blowing is allowed.

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

- Oil paints, turpentine and other oil-based flammable painting mediums should be stored in a metal-lidded container whenever they are not in use and kept away from 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
- Art practices that use flammable items may require that a particular fire extinguisher be installed
- 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 should 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 will be condition of licence that artists are compliant with any such regulations

#### **2.13. 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

#### **2.14. Electrical Equipment**

- All electrical equipment used in the in studio must be independently tested and tagged on an annual basis by a qualified supplier. A certificate from a qualified supplier must be lodged with the Creative Spaces Manager annually
- All studios are provided with at least one double socket, sometimes more
- Artists are advised not to overload the sockets or make excessive use of adaptors
- Adaptors are not to be used with electric heaters or other high consumption equipment
- Artists are advised to 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
- Artists 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
- Artists are advised to avoid extension cables trailing across the floor

#### **2.15. Security deposit**

- Artists must pay a security deposit equivalent to a minimum of one month's licence fee. This will be held until the licence has ended and the artist has vacated the studio. At that

point the security deposit will be returned to the artist (as set out below) or set off against any other amounts payable by the artist. The 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 electronic keys have been returned to City of Melbourne, all belongings have been removed, the studio left clean and in good order and any outstanding bills settled. Electronic keys are to be hand-delivered to Creative Spaces staff at Council House 2, Level 9, 240 Little Collins St Melbourne unless otherwise arranged with Creative Spaces staff.
- If the studio is not left in a clean, tidy and otherwise acceptable condition the artist will be charged for cleaning, removal of goods and redecoration.

#### **2.16. Non-payment of Rent**

- If an artist fails to pay the licence fee or other charges for 21 days they will be in breach of the licence agreement.
- If an artist repeatedly falls behind in licence fee payments and persistently fails to respond to reminders their license will be terminated. The Licensor reserves the right to change locks on studios to prevent re-entry.
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#### **2.17. Notice**

- When an artist wishes to leave their studio they must give one full calendar month's notice in writing, i.e. from the 1st of the month to the end of the month so that a new artist can take over from the 1st of the following month
- The Creative Spaces Manager will be entitled to show the studio to prospective new artists during the notice period

## **SCHEDULE C**

### **Boyd School 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 or do not want to directly approach another artist 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 Creative Studios 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 9461.

**SCHEDULE D**  
**Plan of Licenced Area**

**Boyd School Studios: Studio Floor Plan**

