

## **SCHEDULE B**

### **The Meat Market: Rules of the Building**

#### **1. INTRODUCTION**

The City of Melbourne has been mandated by Creative Victoria to manage the licensed studios at the Meat Market, located at 5 Blackwood Street, North Melbourne, 3051. The Meat Market houses over 50 creative practitioner and arts organisations with a range of practices.

Creative Spaces is committed to facilitating creative production through the provision of affordable, safe and legal spaces for the creative sector. It sources, repurposes and manages property in both the private and public sector across Melbourne.

#### **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 the creative sector and are only permitted to be used for this purpose.
- Licensees are expected to use their studios 2 times a week on average during the Term and must not leave the studio vacant for more than 3 consecutive weeks without informing the Licensor in writing. For periods longer than 3 consecutive months the Licensee will need to obtain written consent by the Licensor (which consent will not be unreasonably withheld);
- 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 creative practice 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.
- If a Licensee vacates the studio, it will immediately revert back to the City of Melbourne and may be made available to another creative practitioner 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 Coordinator given issues of planning, site security and fire regulation etc. The Creative Spaces Program Coordinator 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.

## **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 fluorescent lights or natural light.
- Licensees will have access to running water although not always in their studio.
- Each studio is fitted with electrical heaters. A number of studios have reverse air conditioning. All Licensees are encouraged to carry a mobile phone and all numbers must be registered with the Creative Spaces Program Coordinator.
- It is the responsibility of the Licensees to set up and manage their own phone and internet lines with providers after liaising with the Creative Spaces Building Manager.
- Any modification to a studio must be approved by the Creative Spaces Building Manager and all costs and permits associated with the modification will be borne by the Licensee.

## **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 Building Manager to make any personal modifications or alterations, at the Licensee's cost to:
  1. the Studio; 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 their own cost, at the end of this Licence unless consent of the Creative Spaces Building Manager is obtained.
- The Licensee will not attach to walls or fixtures (except to pin-boards already fitted) any signage or object without first obtaining the Licensor's written consent. 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 Licensee's expense.
- It will be the shared responsibility of Licensees to manage and keep communal areas tidy and 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 Creative Spaces Program Coordinator.
- Licensees are responsible for all fees including the Licence fee, and correspondence to do with the studio.

- Licensees must not request from any other creative sharing the same studio for licence fee contributions that exceeds the cost of the studio as determined by Creative Spaces. No creative practitioner can profit from another creative practitioner 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 noise making creatives away from quieter studios, although Licensees will have to accept some noise is an inevitable part of making work.
- Licensees are requested to use head phones when playing music. Licensees sensitive to sound should consider using sound cancellation head phones for total quiet.
- Licensees are asked to be sensitive to other Licensees' privacy and work commitments. Socialising is healthy and fun but can also be disruptive and intrusive.

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

#### **2.8.1 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 the Meat Market

#### **2.8.2 Drugs and Alcohol**

- A Licensee must not bring any kind of illegal drugs into the studios or attend the studios under the influence of an illegal drug.
- A Licensee must not:
  1. bring alcohol into the studios or consume alcohol at the studios unless first obtaining the written consent of the Creative Spaces Program Coordinator (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. Insurance**

#### **2.9.1. 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 Licensee 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 a Licensee employs someone in their studio they will also be responsible for providing Employer's Liability Insurance

### **2.9.2. 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.

### **2.10. Security**

#### **2.10.1. Personal**

- All items brought into the Building or Studio is at the Licensees own risk.

#### **2.10.2. Site Security**

- All Licensees will be issued with a key to their studio (maximum 2), a key to the letterbox (maximum 1), an electronic key to the Building (fob) (maximum 2) and a remote control (maximum 1) into the car park. Each key/remote control or fob must be signed out to an individual person. The Licensee will need to obtain consent from the Creative Spaces Program Coordinator and pay for any additional keys or fobs required for sharers or employees.
- Costs associated with the replacement of keys/fobs etc. will be borne by the Licensee. 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.
- Only the main entrance of the building at 5 Blackwood Street or the secondary entrance on Courtney Street is used to gain access to the licensed area, using the fob or other security method/device provided by the City of Melbourne. This does not apply to studios with street frontage.
- Entrance/access doors are never propped ajar and unattended for deliveries or visitors.
- Visitors are met at the main entrance at 5 Blackwood Street or at the secondary entrance on Courtney Street.
- 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.

### **2.11. Car Park**

Licensees will have unallocated access to one car bay in the car park. If the car park is full alternative parking is the responsibility of the Licensee, not the Licensor.

### **2.12. Heating**

- Wall mounted electrical heaters or reverse air conditioners are provided within the studios.
- A Licensee is allowed to use additional 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 must not be used until repaired by an appropriately qualified person or replaced.
- 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 and sharers are required to complete an annual online for Fire Safety and Evacuation Training Module within 4 weeks of the Commencement Date of the Licence.
- No gas cookers are permitted in the building.
- Some rooms have fire places. Under no circumstances are fireplaces to be used.
- 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 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.
- 3-Phase power is not available on levels 1 and 2 of the building.

## **2.15. Electrical Equipment**

- All electrical equipment used in the 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. 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 Licensee. 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 fob, studio key and remote control 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. 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 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 licensed area, the Licensee authorizes the Licensor to show the studio to prospective new parties during that notice period.