

Boyd Studios: Rules of the Building

INTRODUCTION

Operating since 2008, Creative Spaces is a City of Melbourne program providing affordable work and exhibition space and soft infrastructure via the Creative Spaces website. Currently supporting artists, creative practitioners and creative organisations, the program has a strong reputation and is seen as a leader in creative space provision. It partners with government and the private sector to identify, secure, develop and manage space across the municipality for creative use.

Boyd Community Hub, located at 207-229 City Road, Southbank contains artist studios, a library, café, offices, meeting rooms and family services.

Use of Studios

- All Creative Spaces managed studios are intended for use as workspaces 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.
- Licensees must seek consent from the Licensor to leave the studio vacant for more than 30 consecutive days.
- 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 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 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.
- Licensees are permitted to have visitors in their studios but any greater public access such as Open Studios, parties or exhibitions is not authorised unless prior written consent has been obtained from the Creative Spaces Program Coordinator.
- 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.
- No pets are allowed on the premises at any time. The exception is certified assistance animals. Proof of certification will be required.
- Artists should, where possible, develop an Environmental Sustainability policy for their company and/or work.

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 existing heating panels in the communal areas.
- All Licensees will be encouraged to carry a mobile phone and all numbers must be registered with the Creative Spaces Building Manager.
- Wireless internet is available for use by the artists.
- 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 communal areas.

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 artist's cost to:
 - the Studio or communal area; or
 - 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 cost, at the end of the licence term, unless consent of the Creative Spaces Building 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. T
- It is 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.

Subletting and Sharing

- Subletting is not permitted. Any breach of this condition is a breach of the licence and may result in the licence being terminated.
- Licensees must not share a studio unless 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 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 exceed the cost of the studio as determined by Creative Spaces. No artist can profit from another artist who shares the studio space.

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 headphones when playing music. Artists sensitive to sound should consider using sound cancellation headphones for total quiet.
- Artists are asked to be sensitive to other artists' privacy and work commitments.

Smoking, Drugs and Alcohol

- 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.

- 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:
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

Attend the studios while under the influence of alcohol.

Failure to comply with this rule may result in the Licence being terminated.

Insurance

- **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.
- **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.

Security

- **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.
- **Site Security:** Each person whose name appears as licensee on the licence, will have a unique fob key assigned to them, allowing access to the building. The licensee will provide a padlock for their studio and supply Creative Spaces with an additional key.
- Licensees must ensure that:
 - All common entrance/access doorways are closed and locked behind them.
 - External doors (other than the front entrance door) are not opened from outside the building;
 - 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.

Heating

- There is no existing heating provided within individual studios. Licensees are responsible for heating their own studios.
- All heaters 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.
- All heaters must be turned off when the studios are unoccupied, even for brief periods of time.

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.
- 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.

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.
- 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 communal areas.
- Licensees whose art practice involves 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
- Licensees must not store flammable liquids in excess of 50L within the building without first obtaining the written consent of the Creative Spaces Building Manager and installing an appropriate fire extinguisher that complies with AS 2444.

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.

Electrical Equipment

- All electrical equipment used in the studio must be independently tested and tagged annually 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.
- Licensees must not overload the sockets or make excessive use of adaptors.
- 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.

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 artist. This deposit is payable in advance to the commencement date shown in Schedule A.

The security deposit will be returned at the end of the licence after the fob 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 returned to the Creative Spaces Building Manager.

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.

Payment of Licence Fee

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

Notice

If a Licensee wishes 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 the following month.