

# Northern Beaches Artist Studios

## Terms & Conditions

An Arts & Cultural Development  
initiative of Northern Beaches Council.



northern  
beaches  
council

## 1. General Conditions Of Use

- a) The Studio Artist must be at least 18 years of age. You may be required to supply photo ID.
- b) The hiring is personal to the Studio Artist. It cannot be assigned in whole or in part. This means that you cannot impart your responsibilities on to other parties or sub-hire to others.
- c) It is by the artist's own arrangement that any money transfer or selling takes place on the premises; Council does not take any responsibility.
- d) Cash or valuables should not be held on the premises.
- e) Council does not take any commission for the sale of any works.
- f) The Studio Artist must notify Police immediately if there is any trouble with uninvited guests and report any illegal activities that take place in or outside the Centre for the hire period.
- g) The Studio Artist must not make any changes/additions or undertake any building works to the structure or grounds of the premises without prior written Council consent.
- h) All statutory rules and regulations of the Australian Government and state of New South Wales, in force, shall be strictly observed by the Studio Artist.
- i) It is the responsibility of the Studio Artist to ensure the health and safety of any and all persons in attendance.
- j) It is the responsibility of the Studio Artist to inspect the Studio and premises at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Any issues should be reported to Council as soon as possible prior to its use.
- k) The Studio Artist must not remove or permit the removal of, any furniture, equipment or contents from the premises without the permission of Council.
- l) It is the Studio Artist's responsibility during the hire period to restrict access to the general public not attending the exhibition, to facilities such as toilets.
- m) The Studio Artist must not use the premises for any activity which may pollute the environment.
- n) No animals are permitted in Council premises, other than guide dogs for the visually impaired or registered companion animals and official animals of the NSW Police.
- o) The Studio Artist must respect the other users of the premises at all times.
- p) Council can enter the Studios if required for general maintenance and inspections at any time without notice.
- q) Studios must be kept in a clean and tidy state at all times and comply with WH&S regulations.

## 2. Period Of Hire

- a) The Studio Hire period is from 15 January to 15 December.
- b) A minimum usage of the Studio of eight hours is required each week. If the Studio is not used for three consecutive weeks and Council has not been notified, Council has the right to cancel the remaining period of hire.
- c) The Studio is available only from the booked commencement time of hire. Studio Artists must allow time to move in and move out, including cleaning in the hire period stated on the hire application form. Early entry or failure to vacate the premises at the end of the hire period may result in being unable to hire another Studio or community centre again; it may also impact on other Studio Artists.

- d) Hours of use are between 7am and 11pm. Please be considerate of neighbours when entering and leaving the premises.

### 3. Allocation Of Studios

- a) Council will allocate space to ensure the space is used by multiple art forms and different groups and individuals to encourage diversity.
- b) Council will ensure that the individuals or groups accessible by multiple users and not dominated by individual groups to the detriment of others.
- c) As a Northern Beaches Council program, preference is given to residents of Northern Beaches.
- d) Studios cannot be hired by employees of Northern Beaches Council.
- e) Applicants that have hired a studio previously may apply 12 months after the completion of their previous period of hire (unless by arrangement of Council), however priority will be given to new applicants.
- f) Council will notify the public via [northernbeaches.nsw.gov.au](http://northernbeaches.nsw.gov.au) of the opening of the application acceptance for the next Studio Hire intake. All interested Studio Artist's are to complete the Studio Application Form.
- g) An assessment panel will meet to assess all applications and make recommendations.

### 4. Public Liability Insurance and Indemnity

- a) Council maintains a public liability insurance policy which may provide coverage to Studio Artists in certain circumstances. Details are available on request.
- b) It is the Studio Artist's responsibility to ensure that artworks are suitably insured. Council's insurance does not extend to artworks.

- c) Studio artists are required to hold their own Public Liability Insurance.

### 5. Fees and Payment

- a) All fees and charges quoted are those that apply at the time of booking but may be varied at any time as Council sees fit. Fees and charges for all centres are normally determined annually by Northern Beaches Council. Studio Artists please note that every January there is a small increase in your hire fee to coincide with annual hire adjustments.
- b) For a full list of current fees and charges visit [northernbeaches.nsw.gov.au](http://northernbeaches.nsw.gov.au).
- c) Studio Artist fees are invoiced monthly by the 15th of the month (or following business day), for the following month's utilisation. Payment is required prior to commencement of the following month, for example:  
Invoices emailed: By 15 January  
Payment due: The last working day of January  
Considered late: 15 February  
If payment is late there is a late fee of \$25 per instance. The late fee is determined by Council and documented in the fees and charges.
- d) An extra charge for litter bins / rubbish collection per bin may apply if additional bins are required for high waste activities.
- e) An emergency call out fee maybe applicable if the call out is due to the Studio Artist's actions.
- f) If additional cleaning is required after vacating the Studio, the cleaning charge per hour per cleaner will be charged, The cleaner is not responsible for tidying.
- g) Continued non-payment or late payment may result in cancellation of the booking.

- h) The booking officers can only accept credit card and EFTPOS payments in person or credit card payment over the telephone. Please do not send credit card information to the booking officers or any other Council employee by email or fax.
- i) Customer Service located at the Civic Centre accepts cheque and cash payment in the event a credit card cannot be provided. Credit card payment is the preferred method of payment. Council Customer Service Centres are located at Dee Why, Manly, Mona Vale and Avalon Beach. Open Monday - Friday, 8.30am - 5pm
- j) Cheques will not be accepted within 14 business days of a booking.

## 6. Cancellation Information and Fees

- a) Studio Artists must give the Arts and Cultural Development Officer 14 days' notice in writing of cancellation of bookings. An administration fee of 25% will be deducted from the total rental amount if notification is less than 14 days before the booking.
- b) Council reserves the right to cancel bookings where circumstances so warrant. These may include but are not limited to emergency situations and adverse environmental / weather conditions, major renovation. Council will attempt to provide alternate facilities, if the alternate offerings are not suitable the booking fee will be refunded.

## 7. Bookings

- a) Must state precisely the type of activity to take place and use the Studio for that purpose consistent with the aim of the premises and for no other.

- b) The Arts and Cultural Development Officer should be informed immediately in writing (creative@northernbeaches.nsw.gov.au) of any changes to booking information such as times, contacts, address for invoice etc.

## 8. Keys and Access

- a) Keys may only be collected within five business days of the first day of hire.
- b) The keys must be returned after completion of the hire period by the next working day during business hours to the Booking Office.
- c) Security keys are not permitted to be copied. If additional keys are required, the Studio Artist must contact the Booking Officer.
- d) The key issue fee will be charged for additional keys and replacement.

## 9. Prohibited Items

- a) Barbeques, open flames and fireworks are not permitted.
- b) Candles may only be used if secured in a suitable stand that minimises risk and prevents wax from dripping on tables or floors.
- d) Total Fire Bans must be observed in the surrounding grounds of the venue when in force.

## 10. Emergencies

- a) If an emergency arises after hours, such as a power failure, blocked plumbing, etc, please phone Council's 24 hour number 9942 2111.
- b) If an after-hours call-out is made to Council for a matter other than an emergency or the issue has arisen from the Studio Artist's actions, the Studio Artist may be charged the emergency call out fee. For emergencies call 000 first.

## 11. Safety and Accidents

- a) The Studio Artist must attend a site induction with a member of Council Staff and familiarise themselves with the emergency exits, fire extinguishers, fire hoses and facility evacuation procedures in case of an emergency.
  - b) The Studio Artist must ensure that all exit doors and access to fire equipment are kept clear.
  - c) The Studio Artist should fully familiarise her / himself with any safety information provided by Council.
  - d) The Studio Artist must not place any substance on the floors that would alter or damage the surface.
  - e) The Studio Artist is responsible for ensuring that fire equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.
  - f) The Studio Artist should provide their own first aid kit.
  - g) Quarterly safety audit of the studios are to be made by the Arts Officer.
- c) Furniture and equipment must be carried, not dragged on the floor. A special chair trolley is available.
  - d) All electrical equipment brought in by Studio Artists must be tested and tagged by a qualified electrician. This is a Council regulation and any items left in the Gallery untagged will be removed.
  - e) It is the Studio Artist's responsibility to ensure that all furniture and equipment brought in externally for a function/ activity is removed prior to the end of the hire period. Failure to remove such equipment may result in the levying of a further fee.
  - f) If equipment, furniture or art are left at the Gallery after the hire period, Council reserves the right to remove them, and if not claimed, to dispose of them.

## 12. Furniture and Equipment

- a) Studio Artists are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period. All furniture should be returned to the store location or left where it is found ensuring that all fire exits are left clear at all times.
  - b) Furniture and equipment in the Gallery is an approximate number only and may vary. Council reserves the right to remove / replace as it deems necessary. If the Studio Artist requires additional furniture and equipment to those available then it is the Studio Artist's responsibility to organise.
- a) Studio Artists are required to bring their own cleaning materials, sponges, tea towels, and garbage bags for extra rubbish.
  - b) Studio Artists are responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks, removing all decorations and attachments, mopping up spills and sweeping/ static mopping the floor.
  - c) Rubbish is to be placed in bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the Studio Artist is responsible for removing their waste or any overflow from the Centre.
  - d) Studio Studio Artists are asked to take away large items of rubbish to ensure all Studio Artist's of the Centre can utilise the bins.

- e) When vacating the Studio general wear and tear is permissible if consistent with the Studio use.

#### **14. Banners and Signs**

- a) Council's 'Signs at Community Centre Policy' states that individual signs on Community Centres advertising user groups are not permitted.

#### **15. Building Security**

Before leaving the premises Studio Artists must:

- a) Turn off all lights (including in the toilets and rear deck), heaters, cooking appliances etc.
- b) Check that all doors and windows are locked including the toilets. If you are the last to leave it is your responsibility to ensure that the Centre is secure. If you have problems locking the building, telephone the Booking Office during business hours or 9942 2111 after hours.

#### **16. Damage / Breakages/ Loss of Property**

- a) The Studio Artist is responsible for the full replacement cost of any damage or breakages to the building, its fittings, contents and grounds that take place within their hire period. Any damage must be immediately reported to the Booking Office.
- b) The Studio Artist is responsible for reporting any damages, breakages to the building, its fittings, contents and grounds which exist at the commencement of the hire period.
- c) The Studio Artist is responsible for reporting health and safety hazards.

- d) Council does not accept responsibility for the loss or damage of Studio Artist's property. Any equipment, property or art work left in the Centre, is left at the Studio Artist's own risk.

#### **17. Parking**

- a) The Studio Artist should ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Studio Artists are advised not to leave valuables in vehicles.

#### **18. Smoke-Free Environment**

Council policy prohibits smoking in all Council facilities or within 10 metres of entrances. The Studio Artist is responsible for ensuring that this policy is adhered to.

#### **19. Alcohol**

- a) Permission may be granted for the consumption of alcohol by those over 18. Studio Artists are reminded of their legal obligation to ensure that liquor is not consumed by those under 18 years of age and their obligations under the Responsible Service of Alcohol laws.
- b) Alcohol is not permitted to be sold at the Creative Space as this requires a liquor licence.

#### **20. Noise, Neighbours And Music**

- a) Please consider the interests of the Gallery's neighbours at all times. Activities at the Gallery should not overly impact on local residents or other park users.
- b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of either a Council official or the police will result in the function being stopped.

- c) If commercial recorded music is used in the Gallery by Studio Artists it is the responsibility of the Studio Artist to comply with all copyright and APRA requirements.
- d) All music or amplified sound must cease at 10pm and comply with environment regulations.

## **21. Marketing and Advertising**

- a) It is the primary responsibility of the Studio Artist to promote and advertise their activities and services, including Council's What's On calendar. All promotion activities provided by the Council are subject to continuous review, and changes will be made as and when necessary.
- b) Marketing material should acknowledge Northern Beaches Council as a sponsor (for the provision of subsidised studio space) with written (in case of media and social media material) and logo inclusion on all promotional material (social media, banners, flyers, posters etc). Suitable branding copy and logos will be provided.

**Please retain a copy of the Creative Space - Studio Terms and Conditions of Hire for your records.**



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