



## Conditions of use 2020 fortyfivedownstairs Gallery Spaces

fortyfivedownstairs is a not-for-profit theatre and gallery based at 45 Flinders Lane, Melbourne, Australia. We showcase independent, experimental and thought-provoking visual art, theatre, live music and discussion.

### 1) Fees:

Your agreed Gallery Hiring Fee can be found in the schedule of your license agreement.

### 2) What your hire fee covers:

- Gallery lighting
- Curatorial advice
- Invitation template
- Free listings in Art Almanac & Art Guide Australia
- Media, free-listings
- e-mail newsletter circulation to fortyfivedownstairs database (19000+)
- Access to preferred printer & designer
- Strong presence on fortyfivedownstairs website
- All power & outgoings
- Staffing during weekday gallery hours
- Access to basic kitchen & bar facilities
- Air conditioning & heating
- Access to Three Phase power (up to 50 amps)

### 3) Exclusions

- a) There are some areas of the gallery which are not available for hanging artworks. Please refer to gallery hanging maps and discuss your requirements with a gallery staff member.
- b) The loading zone parking bay outside the theatre may be booked in advance for use during bump-ins and bump-outs only (subject to availability).

### 4) What your responsibilities are:

- a) Your contractual obligations can be found in your license agreement.
- b) You are also responsible for:
  - i) - installation and dismantling of your exhibition
  - ii) - transportation of artworks to and from gallery
  - iii) - additional costs incurred on your behalf
  - iv) - restoration of the relevant gallery space to its original condition
  - v) - assisting in keeping your gallery space clean and tidy condition during the course of your exhibition

### 5) Additional charges

- a) Additional charges you will incur
  - i) - Staff for opening functions
  - ii) - Hire of additional glasses for opening functions if deemed necessary by gallery management

- iii) - Credit Card facilities
- b) Additional charges you may incur
  - i) - All costs associated with postage & printing of invitations, catering for opening night functions, additional insurance.
  - ii) - Staffing of gallery on weekends
  - iii) - Repairs of gallery walls to original condition
  - iv) - Printing of price lists & CVs
  - v) - Additional lighting and sound if required
  - vi) - Additional plinths or pedestals (construction or hire)
  - vii) - Rubbish removal following exhibitions and functions.
  - viii) - APRA licensing fees (where applicable)
  - ix) - Insurance of property and artworks
  - x) - Hanging assistance

## 6) Security, access and public hours:

- a) Hire Period
  - i) Hiring period is Tuesday to Saturday, with addition access on the first Monday for installing, and also on the closing Saturday evening and/or Sunday morning for dismantling.
- b) Issue of keys
  - i) A nominated person should sign for a key to the space in the week leading up to your exhibition, and as such will be in charge of access; opening and closing the gallery during installation/dismantling and on Saturdays. Keys must be returned at the conclusion of your exhibition (or within 7 days by arrangement). Financial settlement will not be completed until keys are returned. Lost or non-returned keys will incur a fee; locks and replacement keys will be at the hirer's expense.
- c) Gallery hours
  - i) The gallery is open to the public Tuesday – Friday 11.00am to 5.00pm, and Saturday 11.00am – 3.00pm. A representative of fortyfivedownstairs will be present to open and supervise the gallery from Tuesday to Friday.
  - ii) It is the responsibility of the hirer to supervise the gallery on Saturdays and public holidays.

## 7) Promotional support and standards

fortyfivedownstairs has publication standards and guidelines for the promotional material for exhibitions:

- a) Invitations
 

fortyfivedownstairs will provide design for all invitations, working to existing templates. Templates for all other collateral that is designed for use by all exhibitors are provided. Hirers will be given access to the templates and the visual standards guide approximately 2 months before their exhibitions (earlier if requested). Hirers are not permitted to produce promotional collateral for their exhibitions that do not use the template provided. In any case fortyfivedownstairs staff must proof and sign-off the final invitation. In order to allow for this process the artwork must be ready and provided to fortyfivedownstairs a minimum of four weeks prior to the exhibition. Either you can put together the design/artwork yourselves (for collateral other than your invitation) or we can arrange to have it done for you. If the latter the artist should supply:

  - i) a high resolution file (300dpi) of the image they wish to use,
  - ii) details of the image (title, media, size, year),
  - iii) an artist's statement and title for the exhibition
- b) fortyfivedownstairs has its own website ([www.fortyfivedownstairs.com](http://www.fortyfivedownstairs.com)) with a regularly updated 'what's on' section. fortyfivedownstairs can place information about your exhibition onto this section of the website from approximately six weeks before your opening. For this

to occur we require a short blurb about your work (80 – 120 words) and a .jpg image of at least 650px wide at 300dpi.

- c) fortyfivedownstairs sends e-mail newsletter approximately every 2- 3 weeks to our e-mail mailing list. You will be included in this newsletter approximately one month prior to your exhibition. The email newsletter is sent to approximately 20,000 contacts.
- d) fortyfivedownstairs will send out information about your exhibition to our media contacts on your behalf, however to do this we require that you send us a media release and 3 – 5 images at least 5 weeks prior to the opening of your exhibition.
- e) Proofing – All marketing collateral must be approved by fortyfivedownstairs staff prior to being printed and/or distributed.

#### **8) Sale of works:**

- a) fortyfivedownstairs staff will negotiate the sale of art works during weekday gallery hours and at opening functions. No commission is charged for this but bank fees and processing costs may be incurred.
- b) Non removal of works - All works, including sold pieces, must remain on display during the exhibition.
- c) Full payment before hand-over - Where fortyfivedownstairs has been responsible for the sale of an item for you the work will not be handed over to the purchaser until full payment is received.
- d) Framing and delivery costs are the responsibility of the purchaser unless other arrangements are made. Any change in arrangements must be conveyed to fortyfivedownstairs in writing.
- e) In the event that you have managed your own sales, or receive follow on sales, we request that you let us know a total number of sales and monetary amounts. This information would be extremely useful to us for our records, and we have no intention of asking for commission or any other financial gain. We would keep all such information private and use it only towards our total yearly figures.

#### **9) Installation and Dismantle:**

- a) Curatorial advice  
fortyfivedownstairs maintains a reputation for the quality of its exhibitions and the standard of its exhibiting artists. To ensure the continuity of this high standard of presentation fortyfivedownstairs retains the right for final approval for all work displayed to ensure that the artist and the gallery are presented to the fullest advantage.
- b) Lighting  
Gallery lights must not be adjusted or refocused except by a gallery technician. This is normally done either Monday afternoon between 2.00pm and 5.00pm or Tuesday morning from 9:30am – 11.00am but may be altered to fit in with specific exhibitions by prior arrangement. Artists should be present to ensure that this is done to their satisfaction.
- c) Fixing and fixtures.  
Exhibiting artists should discuss appropriate fixing techniques with the gallery staff before commencing installation.
- d) Hanging and de-hanging of works
  - i) Access for installation on first day (normally Mondays) of hiring period is 9am - 5pm. When required, this may be extended with prior notice.
  - ii) The gallery should not be left unlocked and unattended at any stage.
  - iii) Do not drill/hammer into brick walls – nails and screws should only be used in the areas of mortar around each brick. Under no circumstances should dynabolts be used. Adhesive products (e.g. blu tack, Velcro stickers) damage the paint work, and are not permitted to be used in the gallery or entrance areas.
- e) Hanging arrangements are the responsibility of the hirer. Assistance can be provided for an additional fee. Hirers need to provide their own nails and tools for hanging. A proposed layout of the exhibition should be discussed with the office staff no later than one week prior to hanging.
- f) Please ensure all access doors (including the Flinders Lane door if restaurant is shut) are closed upon your entry at the beginning of your installation day. The large sliding door at the

entrance to the gallery itself is to be kept closed at all times. The general public is not permitted access while you are hanging your work. For your security and ours this situation is minimised greatly if doors remain closed.

- g) The floorboards must be respected and drilling/nailing/gluing or attaching anything to them is strictly forbidden. Specialist mats can be provided where electric cables are to be used for installations. Also please be mindful of pushing/pulling heavy items across the floors.
- h) When leaving the gallery, please run through the closing checklist on the inside of the switchboard cupboard door (where the light switches are).
- i) If you run into any problems dealing with the gallery space, please contact the staff directly. Contact details can be found on the inside of the switchboard cupboard door.
- j) Removal of works and dismantling of exhibition.  
The exhibition should be dismantled and all works (excepting those where purchaser pick-up has been arranged) should be removed at the conclusion of your final exhibition day. It is the hirer's responsibility to patch and repaint the gallery walls where necessary before the conclusion of their hire period. fortyfivedownstairs will provide all material (filler, paint, brushes etc). Costs will be incurred if the gallery space is not returned to a good condition.
- k) Preparation of sold works – All sold works should be adequately packaged (bubble wrapped where possible) and labeled with the catalogue number and title ready for the purchaser to collect from fortyfivedownstairs. Non-wrapped sold works will attract a fee.
- l) Rubbish removal – Any rubbish left on the premises will incur a disposal charge.

#### 10) Exhibition launches and artist functions:

- a) Exhibition openings are normally held from 5 – 7pm on the first Tuesday of your exhibition. The gallery can provide full assistance and support for these functions. The gallery manager will discuss arrangements for your opening function with you.
- b) The venue has a limited capacity, guest numbers should be discussed in advance.
- c) Use of Galleries for other activities
  - i) fortyfivedownstairs retains the right to program one-off events during your hire period. Any event programmed should be scheduled to run outside of normal gallery hours. Any events that cross over into normal gallery hours will be discussed with the artist and will have minimal effect on your exhibition. A fortyfivedownstairs staff member will be present for the duration of any event to ensure the security of your artwork. These events are considered of benefit to exhibiting artists through additional exposure provided to new audiences.
  - ii) From time to time, performance seasons in the theatre will utilise the gallery level for Front of House purposes (box office and bar). As with one-off events, this is considered of benefit to exhibiting artists through additional exposure provided to new audiences. Artists should raise any concerns regarding this with gallery management prior to acceptance of hiring agreement.
- d) fortyfivedownstairs exhibitions and opening functions are free to the public unless by specific prior arrangement.
- e) fortyfivedownstairs does not permit beer to be served at the exhibition opening function.

#### 11) Occupational Health and Safety.

- i) The gallery is a workspace both for yourself and for the administration staff and as such falls under all workplace legislative requirements including Disability and Discrimination Acts and the Occupational Health and Safety Act.
  - 1.1 «Occupational Health and Safety Act 2004 - SECT 24  
Duties of self-employed persons to other persons  
(1) A self-employed person must ensure, so far as is reasonably practicable, that persons are not exposed to risks to their health or safety arising from the conduct of the undertaking of the self-employed person.
- b) How this affects you:
  - i) Please discuss the safety aspects of your work with the Technical Coordinator.
  - ii) fortyfivedownstairs requires the nominated key holder to complete a basic orientation / induction session. The access key will be issued upon completion of this session.

iii) Of principal OH&S concern are:

- (1) Trip Hazards; such as cables items on the floor. If necessary for an installation please discuss with the staff
- (2) Working at Heights. Although most pictures are hung at a height than can be reached easily, if you need to work at higher than 1.8 metres then you must prepare a Safe Work Methods Statement.
- (3) Electrical safety including Testing and Tagging of all portable electrical equipment; even the cables on domestic appliances must comply with electrical safety standards once they are brought onto the premises
- (4) Hazardous substances - these may include solvents, if you bring products into the space you should ensure you have relevant, documented Materials Safety Data Sheets for each chemical.
- (5) Safe fixing of exhibition materials.

## 12) Insurance:

- a) The insurance policy held by fortyfivedownstairs does not cover your activities or use of the gallery. You are also required to indemnify fortyfivedownstairs against any claims made through any act or omission made by you or your representatives.
- b) A "Certificate of Currency" must be provided to us. Further information about insurance for artists is available at NAVA (<http://www.visualarts.net.au/>)
- c) If you do not already have Public Liability Insurance please obtain it before occupancy of the gallery.
- d) Low cost policies are available to visual artists through membership of a number of agencies. These include Regional Arts Victoria (<http://www.rav.net.au/funding-and-resources/artists/art-pli>) or Artswokers (<http://www.artworkers.org/index.php?apply=&webpage=default&cID=2102&PHPSESSID=&menuID=564>).

## 13) Smoking and consumption of alcohol:

- a) The building including all access stairs and landings are non-smoking areas
- b) Under the terms of fortyfivedownstairs' liquor licence alcohol may only be consumed in designated areas of the gallery. Alcohol including that in glasses may not be taken out of the immediate premises under any circumstances.
- c) During event openings and on other occasions where alcohol is served fortyfivedownstairs and its representatives and staff will observe Responsible Service of Alcohol.
- d) The bar and/or refreshment operation are operated exclusively by fortyfivedownstairs or by an approved catering company.