

## ARTISTS IN RESIDENCE

### TERMS AND CONDITIONS

#### 1. GENERAL

Bundanon is situated on 1000 hectares of bush and farmland on the Shoalhaven River. This isolated natural environment provides an excellent opportunity for artists and researchers but also presents physical challenges. You must always take care. You are responsible for your own safety. As custodians of this rich ancient landscape, we ask that you support our efforts to manage the property with minimal damage.

#### 2. FIRST NATIONS ENGAGEMENT

Bundanon acknowledges the centrality and significance of Culture and Country in all First Nations practices and knowledge. This understanding extends to the importance of protecting this knowledge and ensuring it is passed on in the proper ways. In acknowledging this, Bundanon commits to respect and uphold Indigenous Cultural and Intellectual Property Rights (ICIP).

In adherence with this policy Artists in Residence agree to sign an Indigenous Cultural and Intellectual Property Rights (ICIP) Deed of Release when working with First Nations Knowledge Holders and/or Cultural Property.

#### 3. ARRIVAL & DEPARTURE

Residencies run from Monday to Sunday.

##### **Arrival**

You must arrive at Bundanon between 2pm and 4pm on the allocated start date of your residency.

##### **Departure**

You must vacate your residence no later than 10am on your day of departure.

##### **Train Transfers**

It is best if you have your own transport to and from Bundanon and it is recommended that you have a vehicle whilst in residence. If you do not have a vehicle and would like assistance with transfer to the residency complex, Bundanon staff will pick you up from the local train or bus station. Staff will drive you to Woolworths Bomaderry to pick up your online order of groceries (Woolworths Click & Collect) on the day of your arrival and will collect online grocery orders on your behalf once per week thereafter.

You will need to arrive at Bomaderry Station (train) or the Nowra bus terminal (Stewart Place) between 10am and 12.30pm on Monday. We do not offer transfers on weekends or public holidays. If you require a transfer at the end of your residency, we will pick you up at Bundanon between 9am and 10am on Monday.

Please contact Bundanon staff to make transfer arrangements at least one month before your residency starts.

## 4. BOND

You must pay a \$250 bond to secure your residency. This must be paid within 14 days of the invoice issue date. This bond will be returned upon completion of your residency but will be forfeited if the residency is cancelled or if damages are incurred.

## 5. CANCELLATIONS

Residencies with Bundanon are highly sought after. Cancellations deprive others of a residency opportunity. You must advise Bundanon in writing at the first opportunity if your circumstances change and you are no longer able to proceed with your residency. Failure to do so may result in Bundanon not accepting applications from you for future residencies.

## 6. CANCELLATION CHARGES

Cancellation will result in the loss of bond paid, except in exceptional circumstances.

## 7. DATE CHANGES

Our ability to accommodate any request to change the date of your residency is limited. If you want to change your allocated date, contact us as soon as possible. Dates cannot be moved to the following year.

### **Date extensions**

Extensions to the period of residency are normally not possible. In exceptional circumstances, if a casual vacancy or cancellation occurs, an extension may be considered.

## 8. INFECTIOUS DISEASE

To protect the communities we serve and provide a safe environment for all visitors, Bundanon has implemented an Infectious Disease Safety Plan for staff and visitors. Artists in residence who are experiencing symptoms of infectious disease or who test positive must notify Bundanon staff immediately, self-isolate, and depart as soon as is safe and practicable. Artists in residence should not attend if they test positive to an infectious disease at the time of their visit.

## 9. VISITORS

Visitors, including the children and partners of resident artists, are **not** permitted to stay on the Bundanon properties. This is in adherence with risk management policies including those related to OH&S, Bundanon's Child Safe Policy, and Infectious Disease Safety Plan.

Due to the remote location, bushland environment, working farm, and working studios, there are inherent risks onsite that make the Artists in Residence Complex unsuitable for children.

Bundanon is a place of creative work and reflection and consideration of all others working on site is paramount.

## 10. OTHER ARTISTS IN RESIDENCE

You agree to be considerate of others in residence and to keep noise-generating activities to a reasonable level.

You must not enter the studios of others without their permission.

## **11. DOMESTIC ANIMALS & PETS**

Pets are not permitted on site.

The Bundanon properties are wildlife refuges, surrounded by substantial areas of natural bush supporting many threatened native species. Frequent fox baiting is in practice and bush ticks are a common risk to domestic animals.

Guide dogs and assistance animals are allowed on Bundanon properties.

## **12. INSURANCE**

You are responsible for any loss regarding your personal property. If you choose to insure your personal property during your residency, this will be at your own expense.

## **13. INDEMNITY**

Bundanon holds public liability insurance against all claims by third parties, including but not limited to property damage, personal injury or death, arising in relation to those aspects of your residency that take place within the residence(s) and studios(s) allocated to you.

However, the activities you undertake outside these areas, such as in the bush, fields or waterways of Bundanon are fully your own responsibility. You indemnify Bundanon from all claims, demands, actions, damages, legal fees, judgments, expenses and liabilities of any nature whatsoever, including personal injury and death, connected in any way whatsoever to participation in such activities.

## **14. FORCE MAJEURE**

Bundanon shall not be liable for failure of or delay in performing obligations outlined in this Agreement, and shall not be deemed in breach of its obligations to offer a residency, if such failure or delay is due to natural disasters or any other causes beyond the reasonable control of Bundanon.

## **15. EXCLUSIVE USE**

The studio that you are allocated is for your exclusive use. It is not to be shared, sublet, or used for activities by any other person, including partners, family, or friends during your residency period, without the written permission of Bundanon.

## **16. INTERNET**

Your use of the internet facilities provided by Bundanon must be in compliance with Australian law.

## **17. DAMAGE TO PROPERTY**

You must keep common areas clean and tidy. At the end of your residency, you must leave your studio in the same state of repair and cleanliness as it was handed to you at the beginning of your residency. You are liable for the cost of repairing any damage that you cause.

You should advise Bundanon staff immediately of any damage that occurs or if repairs are required during your residency.

## 18. EMERGENCY PROCEDURES

### Site Induction

All artists and visitors staying on the property must take part in a site induction. This will occur during the first day of site occupation.

As part of the emergency procedures, it is important that we have an accurate list of all residents. Groups that come into residence must advise Bundanon of changes in participants and their arrival and departure dates.

### Emergency Evacuation

All residents must follow the instruction of Bundanon's staff during emergencies. During an emergency period Bundanon must be made aware of all guest movements.

During times of heightened risk or fire or flood we may need to evacuate the property. If this is necessary, Bundanon will temporarily relocate you to reasonable accommodation until the site can be occupied safely. If it is not safe to return within a reasonable time (longer than three days) you may be required to return home.

Bundanon will not be liable for any other expenses such as meals and incidentals as a result of a site evacuation.

## 19. FIRE HAZARDS

You must acquaint yourself with fire evacuation procedures and, if in doubt, contact a staff member.

You must not leave any flammable fluids or materials in common areas and must ensure that all such materials are safely stored in your studio. You must not block passageways or other common areas.

Bundanon has a no open fire policy, and this includes campfires and fire pits.

## 20. COPYRIGHT

You retain copyright and title in all work created or commenced during the period of the residency unless there is a written agreement to the contrary signed by both you and Bundanon.

## 21. ACKNOWLEDGEMENT

Bundanon requests that in relation to all work that you create during the residency, you acknowledge your residency in all promotional or published material relating to the work.

Bundanon may use your name, likeness and biography in connection with its learning and residency programs.

## 22. PROMOTION

Bundanon reserves the right to use quotes and visual material that you provide for your Artist Profile, for the purpose of promoting Bundanon and the Residency Program.

Any television, radio or other media interviews with you on the property requires Bundanon's prior consent.

## 23. CONTRIBUTION TO THE ENGAGEMENT & PUBLIC PROGRAM

Bundanon may request that you contribute to our engagement and public programs while you are in residence including, but not limited to:

- Workshops, schools, community or public engagement programs, public readings, performances, and open studios.

The program will be discussed with you by a member of the Curatorial and Learning team prior to your visit, or on arrival, to ensure that the program is reasonable, suitable for you, appropriately remunerated, and mutually agreed.

To adhere to Bundanon's Child Safe Policy, all those on site who encounter children must have a Working with Children Check (WWCC). We do not oblige artists in residence to obtain a WWCC unless necessary (e.g., public programs or when co-sharing a bookable event space) in which case we may request confirmation of WWCC.

## 24. ACQUISITIONS

Employees and contractors working on Bundanon properties are not to purchase art directly from artists in residency on site, but must procure it through artists' dealers, exhibitions, or other commercial distributors.

Bundanon staff and contractors are not allowed to receive gifts from artists.

Any proposed gifts to the Bundanon Collection will be assessed by the Acquisitions Committee. Please note that the primary areas of focus for the Collection are works by Arthur Boyd's contemporaries and works commissioned for the Art Museum program.

## 25. SURVEILLANCE

Bundanon uses video surveillance equipment in external areas of the Bundanon property for security purposes. Bundanon may monitor internet use by residents to ensure compliance with Australian law.

## 26. DISPUTE RESOLUTION & TERMINATION

### **Dispute Resolution**

In the event of a complaint from another studio occupier or tenant that cannot be resolved by discussion (e.g., concerning excess noise), the complaint should be referred to the CEO for mediation.

In the event of a dispute about the residency other than a complaint from another studio occupier or tenant, the dispute must be put in writing to the CEO. You and the CEO must meet within 7 days to attempt to resolve the dispute. If the dispute cannot be resolved, then you and the CEO agree to

submit the dispute to mediation according to the Arts Law Centre Mediation guidelines or a mediator or mediation process that is mutually agreed.

## **Breach of Agreement and Termination**

The CEO may terminate this agreement if:

1. You commit an act of misconduct;
2. If, in the discretion of the CEO, your conduct is not respectful of other residents or Bundanon staff;
3. You breach any of the above conditions and you have not remedied the breach within 24 hours of notification by Bundanon of the breach;
4. You cause damage to Bundanon property; or
5. Any other circumstances that, in the reasonable opinion of the CEO warrants termination of the agreement.

On termination of this agreement, the CEO will give you 24 hours' notice to vacate the studio. It must be left in the same condition in which you found it at the commencement of your residency.

## **27. GENERAL**

Nothing in the agreement creates any relationship of partnership or employment between you and Bundanon. None of the benefits or obligations under this agreement can be assigned, subcontracted or otherwise divested by either you or Bundanon without the other's prior written consent.

The agreement can only be changed in writing signed by both you and Bundanon. The agreement is governed by the laws of New South Wales.

If you wish to query or discuss any aspects of the agreement and for all general enquiries prior to or throughout your residency, please contact Bundanon staff on 02 4422 2100 or [artists@bundanon.com.au](mailto:artists@bundanon.com.au)