

## 2027 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.

There are no required outcomes of your residency, and it is time for development.

Artists are expected to be independent throughout their stay.

#### 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

Arrival at the residency site is strictly between 2pm and 4pm on Monday, which has been allocated as the start date of your residency.

##### Late Arrivals

Late arrivals are not permitted as the roads become dangerous due to wildlife and road conditions and the site will not be staffed. Artists arriving after 4pm will be responsible for arranging and paying for alternative accommodation. Residents are to communicate any delay to Bundanon staff immediately.

##### Departure

Departures are self-check-out and you must vacate your residence no later than 10am on Sunday, allocated as your last day in residence

If you plan to leave earlier than the allocated Sunday, you are required to inform Bundanon staff.

## 4. TRANSPORT

Artists are to arrange their own transport to and from Bundanon, and it is recommended you have your own vehicle whilst in residence.

The residency complex is in an isolated location and Bundanon does not provide transport for artists whilst in residence. The residency site is approximately a 30-minute drive from the nearest town and 20 minutes from the Bundanon offices, noting that it is not walkable.

On occasion, transport to and from the residency complex may be arranged for up to 4 artists maximum at the beginning and the end of the residency period only. Artists are required to contact Bundanon staff at least 1 month prior to their residency date to discuss this request, noting that incoming and outgoing transfers are only offered on Mondays.

If transport is approved, artists are required to arrive at Bomaderry Train Station or Nowra (Stewart Place) bus terminal between 10am and 12.30pm on the Monday that their residency commences. Bundanon will transfer residents from the residency site on Mondays only.

## 5. SITE INDUCTION

All artists are required to attend a site induction and formally acknowledge attendance. Site inductions are conducted on Mondays between 2-4pm on the first day of your residency.

## 6. FOOD and MATERIALS & EQUIPMENT

Artists are required to self-cater all food.

**If Bundanon has agreed to provide transport, artists will be required to do an online shop at Woolworths Bomaderry.** Staff will drive you from the train station or bus stop 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 if arranged by Friday

Artists are required to bring their own materials and equipment.

## 7. 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, keys are not returned, or damages, including missing equipment are incurred.

## 8. 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.

## 9. CANCELLATION CHARGES

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

## **10. RESIDENCY DATES**

Due to the popularity of the program, we do our best to accommodate requested dates however this cannot always be achieved.

### **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.

## **11. 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 COVID management policy.

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.

## **12. 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.

## **13. 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. You are required to contact Bundanon staff to discuss the arrangements. We may request reasonable proof that your animal is a genuine assistance animal as Bundanon is a wildlife refuge.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. INTERNET**

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

## **19. DAMAGE OR MISSING PROPERTY**

You must keep common areas clean and tidy. At the end of your residency, you must leave your apartment and 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, or to replace missing property/equipment.

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

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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**

Bundanon may terminate your residency agreement if:

1. You commit an act of misconduct;
2. If, in the discretion of Bundanon, 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 Bundanon warrants termination of the agreement.

On termination of this agreement, Bundanon 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.

## **29. 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)