

Canberra Glassworks User's Agreement

This document is an agreement between individuals using Canberra Glassworks (CGW) to hire equipment and spaces within the facility for the purpose of making artwork. It excludes organisations and community groups wishing to hire CGW premises to host events. It outlines CGW's principles and expectations pertaining to use of the facility.

A User is defined as;

- i. An individual who has demonstrated experience in the form of education or work history relevant to the safe operation of CGW machinery and equipment.
- ii. Has completed CGW induction/s to machines, equipment and areas relevant to their practice.
- iii. Demonstrates evidence of public liability insurance to the value of \$20 million.

Please make sure you read and understand the following agreement prior to signing it. If you have any questions, we are more than happy to answer them.

1. Access

- i. General access for Users:
 - 8.00am – 8.30pm Mondays (exception of public holidays which is 8:00 to 4:30pm)
 - 8.00am – 5.30pm Tuesdays
 - 8.00am – 5.30pm Wednesdays
 - 8.00am – 8.30pm Thursdays
 - 8.00am – 5.30pm Fridays
 - 9.00am – 5.30pm Saturdays
 - 9.00am – 5.30pm Sundays
- ii. In addition to these hours access is granted one hour prior to the above general access hours for switch on of hotshop equipment Wednesday to Sunday. See Table 1 available online and within Studio Tenancy Agreement.
- iii. Extended conditional access is available to studio tenants and artists in residence.
- iv. See table 1.
- v. To access the facility, Users can obtain a swipe pass by request through the CGW website.
- vi. Users' guests are welcome during CGW hours above. Users' guests are the responsibility of the User and they must observe all CGW safety requirements and must be accompanied by the User at all times.
- vii. Bookings for CGW equipment and pass purchases can be made via the CGW website <https://canberraglassworks.com/access/>

2. Usage and Care

- i. CGW is a shared facility and care and respect for other Users and their work is expected at all times.
- ii. The User will treat CGW facility and equipment with care and respect and demonstrate a high level of responsible use.
- iii. The User agrees to welcome, accept and fairly treat members of the entire community at CGW regardless of their gender, gender identity or sexuality, age, ethnicity, disability, religious or cultural background or other attributes that may lead to people feeling excluded or isolated as outlined in CGW's Code of Conduct and Social Inclusion Policy.
- iv. All individuals have a mutual obligation to ensure the safety of themselves and others in CGW as per the Work Safety Act 2011.
- v. The User must agree to adhere to the Workshop Regulations and Code of Conduct.
- vi. Each person has the responsibility to provide and wear the appropriate PPE.
- vii. The User of the facility must be inducted into each area and where applicable, each machine prior to hiring.
- viii. The User understands that usage is permitted only for the equipment and space that meets the terms and conditions of the booking.
- ix. Illegal drugs and alcohol are not permitted within CGW studios or workshop facilities; refer Workshop Regulations for further details. Users cannot use the facility if they are under the influence of illegal drugs, alcohol or prescription medications that impair judgment and affect the physical ability to operate equipment safely.
- x. The User understands the sensitivity of working within a Heritage listed building and will not attach in any way to the doors, floor, walls, glass, furniture or fittings any nails, screws, adhesive tape, signs or any other items.
- xi. The User understands CGW shares its premises with an independent café and agrees not to interfere with the café property. The User also understands that CGW hires its' facility from time to time for corporate and other events and agrees not to interfere with these functions unless expressly requested to be involved in the delivery of the event.
- xii. CGW is committed to providing a safe environment for children. The User agrees to contribute to an organisational culture of child safety as outlined in the CGW Code of Conduct and Child Protection Policy.
- xiii. Pets are not permitted within CGW. Assistance animals are permitted within the public areas and within the wider facility in accordance with CGW Social Inclusion Policy.
- xiv. The User understands that CGW is not responsible for personal deliveries of artwork, materials, equipment or any other items.
- xv. Artists are responsible for arranging the safe loading and unloading of personal artwork, materials, equipment and any other items.
- xvi. A communal clean-up is held the first Tuesday of every month. Studio tenants and artists with residencies must attend clean-up. It is strongly recommended that all other artists attend clean-up or contribute to a clean-up task when available.
- xvii. Please do not eat your main meals in the studio areas, use the kitchen located upstairs in the Engine room or the downstairs kitchen.

3. Managing Risks

Individuals are responsible for working safely on their projects/work and for managing the risks associated with their projects, below is a list of Work Safe guides to be considered (not limited to) that individuals should understand and follow:

- i. Assessing risk
- ii. Working at heights
- iii. Working with silica and products containing silica
- iv. Storage of chemical in the workplace
- v. Identifying hazardous manual tasks
- vi. Working in heat
- vii. More and current information for individuals can be found on the Safe Work Australia website.

4. Photography and working within public areas

- i. The User understands that they may be photographed by the public and CGW staff while they are working in areas that are visible to the public.
- ii. The User understands that CGW may use these photographs on its' website or similar electronic media. The User and/or the works will be acknowledged and credited within the photo caption. Wherever possible the User will be told prior to the use of the image if required for promotional materials. Material produced will not be used in a commercial manner without prior permission.
- iii. If the User has taken photographs of artworks or of artists that are not associated with them directly, CGW requests that the User seeks appropriate permission before using these images publicly.
- iv. CGW reserves the right to ask Users to stop playing music or lower the volume in shared areas if deemed inappropriate. Our working environment and culture must be safe and welcoming to all users, guests and visitors.

5. Payments

- i. All payments must be made in accordance with the terms and conditions of each piece of equipment, workshop or storage being hired.
- ii. New bookings are confirmed on the basis that the hirer has no outstanding fees due. Single orders which exceed \$1500, excluding passes, require CEO approval.
- iii. CGW reserves the right to refuse taking a booking or allowing the User access to equipment, studio or storage if the User has outstanding money owing.
- iv. The hirer will be charged for any additional materials or equipment that has been used outside of scope of booking.
- v. If hirers have not completed their hired session within the agreed timeframe additional charges will occur. This could include additional costs incurred by CGW to reschedule equipment for subsequent hirers who have been impacted by the over running session or unscheduled material usage.

6. Equipment damage and equipment failure

- i. The User will inform CGW of breakages or damage to the equipment or facility.
- ii. If equipment or tools are damaged or lost while in the User's care/use the User is responsible for the full replacement cost.
- iii. On occasion a User may encounter equipment failure where for example, an annealer, glory hole or kiln malfunctions. In these instances, CGW may credit hiring time for the session or kiln time booked. CGW does not take responsibility for material or labour losses.
- iv. The (Hotshop) User understands and is aware of the CGW Glass Quality Procedure which is available online.

7. Personal Property

- i. The User understands that CGW is not liable or responsible for any of the personal property, or any personal property delivered to or left in the facility. If tools, personal items, artworks or materials are left in non-hired or non-designated storage areas. Left items may be moved by staff without prior warning.
- ii. Any personal property left at CGW more than fifteen days will become the sole property of CGW and may be disposed of.

8. Communication

- i. The User agrees to communicate with CGW using the following methods
 - Strategic or governance queries:
Contact a Board Advisor who can take your query to the Board or can advise you on who within the Glasswork Management Team can assist you if the query is not board related.
 - Operational queries:
CGW Management Team is CEO, Artistic Director, Technical Manager.
 - For operational queries including bookings, access and hiring, technical support, marketing, invoices, materials, sub-contracting, commissioning and teaching etc. contact relevant staff member or Management Team if you are unsure.
 - If you have an operational complaint or issue, please email or call the Artistic Director or CEO.
 - Accident or incident – contact any available staff member
- ii. Artist Access meeting is held every second month on a Tuesday after clean up. Artists can bring items for discussion to this meeting via email or in person.
- iii. We advise Users to sign up for Artist E News via our website.
- iv. The User agrees to being contacted by Artistic Programs via email for updates on equipment use and access hours. Users who are deemed to be Regular Hirers (have hired at least 3 times in the last year or are current/valid pass holders) will receive these emails.

9. Insurances

The User must obtain and maintain all their own relevant insurances including \$20M public liability and workers compensation where necessary. CGW insurance does not cover artwork or personal possessions which the User may have in their studio or on the premises.

10. Suspension

- i. Canberra Glassworks will assess any breaches of the User's agreement, Workshop regulations and Code on Conduct using the Code of Conduct (2020) framework. The table (10. ii.) is used as a descriptive tool to demonstrate the levels and potential consequences. Any breach will be investigated and categorised using this methodology. Each incident will be assessed on a case-by-case basis and can be referred to an external investigation if required.
- ii.

| Category | Potential consequences | Period |
|---------------------|--|---|
| Catastrophic | <ul style="list-style-type: none"> - Legal (criminal) - Financial - Loss of access to CGW - Termination of studio and storage agreements | Permanent |
| Major | <ul style="list-style-type: none"> - Financial - Loss of access to CGW - Termination of studio and storage agreements - Legal (non-criminal) - Unable to apply for CGW residencies or support program | Permanent or until resolved in writing for a period deemed appropriate for the breach |
| Moderate | <ul style="list-style-type: none"> - Financial - Temporary loss of access to CGW, - Termination of studio and storage agreements - Unable to apply for CGW residencies or support program | 2 years or until resolved in writing in writing |
| Minor | <ul style="list-style-type: none"> - Written warning sent - If three written warnings occur incident will be escalated | Each warning will be kept on file for 2 years or until resolved in writing |
| Negligible | <ul style="list-style-type: none"> - Verbal or email sent with reminder of rules - If repeated ongoing reminders required, the incident will be escalated | None |

11. User’s Warranty and Indemnity

The User indemnifies Canberra Glassworks Limited (trading as Canberra Glassworks) and agrees to keep CGW indemnified against all costs, expenses, claims and liabilities arising from loss, damage to property or injury or death of persons from or during the term of hire, to the extent such loss or damage is caused, directly or indirectly by the Hirer.

- I would like to receive Canberra Glassworks ENews for information on hiring updates, artist opportunities, activities and exhibitions.
- I would like to be contacted regards work for CGW commission or production items.

Email_____

Executed as an Agreement

User’s Signature_____

Name (Print)_____ Date_____

Authorised Canberra Glassworks representative:

Signature_____

Name (Print)_____ Date_____