



LONG EATON

ART ROOM

The meeting place for creative minds

Artist's Studio Spaces

Notes and guidance

What these notes are for

We hope these guidelines tell you two things:

- How the studios operate
- What to do if you have any problems

These guidelines are an add-on to the terms of your tenancy agreement.

Long Eaton Art Room (LEAR) - a charity - provides good, secure studio space for artists at affordable rent levels. To do this we depend on the cooperation of artists using our studios.

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Your agreement with LEAR Tenancy

You have most probably signed a tenancy agreement between yourself and LEAR. **This is an agreement to use non-residential workspace.** Your occupation of the space is controlled by Landlord and Tenant legislation. Your tenancy agreement states your annual rent, the general terms and conditions of your occupation and what to do when you want to give up your space. It also indicates how long the studio will be available for you.

The tenancy is excluded from the security of tenure provisions contained in Part II of the Landlord and Tenant Act 1954: this means you do not have the right to a new tenancy or to compensation when you leave.

Licence

You may have signed a licence agreement between yourself and LEAR. This might be when a building is only available to LEAR for a limited time and where our lease allows for the use of licence agreements. It might be where an individual studio is only available for a limited period of time.

A licence agreement is usually for a fixed term of not more than 6 months.

Under-tenancy

Under certain circumstances we may allow you to let your studio to another artist for a period of 6 to 12 months if you have the opportunity to travel or take up a scholarship for example in relation to your work. While you are away from your studio you would continue to be the tenant and to be responsible for the space. We would provide you with a standard form of agreement which would be between LEAR, yourself and the artist who will be using your studio in your absence. In all cases the artist would be from our waiting list.

Rent and other charges

Monthly rent charge

Your tenancy agreement shows how much rent you pay and when the amount will be reviewed.

The monthly rent includes all running costs.

Rent is due on the first day of each month, in advance. For more about paying it see **Paying the rent** (below).

Your rent normally covers all the costs involved in running your studio building (rent, business rates, water charges, insuring the building, repairs and maintenance, electricity and cleaning of common areas and site management) and central administration and development costs. These costs go up from time to time: and so that LEAR covers its costs, studio rents are regularly reviewed (see below: **Rent reviews**).

Deposit

When you sign the tenancy agreement you will be asked to pay a deposit equal to one month's rent. This is held on your behalf until you leave the studio. At that point we will either return it to you or, if you owe us money for anything, such as unpaid rent, or things which have been damaged, we will take the money out of your deposit, before giving you back whatever is left.

Administration charge

When you sign the tenancy agreement you also pay an administration charge of **£100.00**. This is a one-off flat fee: it is the same whatever the size or nature of the studio, or however long you intend to remain in the space. The administration charge covers the cost of drawing up your tenancy agreement. This includes an undertaking that you have agreed that any security provisions in the tenancy do not apply. You may need to have this witnessed by an independent solicitor. The administration charge also helps to cover LEAR's costs of placing artists in a space, such as showing you the studio and preparing the paperwork.

If you transfer to another LEAR studio, you will have a new tenancy and will have to pay a further administration charge. The charge is also payable again if you decided to switch to a joint tenancy on your existing studio.

If you have signed a licence agreement, the administration charge is only **£50.00**.

Paying your rent and bills

Paying the rent

Your tenancy agreement shows an annual figure but rent is to be paid, in advance, on the first day of each month.

Payment can be made in the following ways:

- **By standing order:** you will be given details of LEAR's bank account on a standing order form when you sign your tenancy. To pay by standing order, please fill in the form and send it to your bank. LEAR does not have Direct Debit facilities.

- **By internet:** if you bank online, ask us for details of the bank account. **Please quote your surname as a reference.** Payments received without this are 'anonymous' and cannot be credited to your account.

- **By cheque, posted to the office:** all cheques should be made correctly payable to:

Long Eaton Art Room

Please write your account reference number on the back of the cheque and clearly indicate that the payment is for. If you need a receipt for your payment, please send a stamped self-addressed envelope with your cheque.

Rent reviews

Rents are reviewed on 1st April every year, no matter when you moved in. A review does not always mean that your rent is increased: where it is necessary to put up rents LEAR tries to keep increases as small as possible.

Electricity

The cost of electricity is included in your rent. In order to keep rents as low as possible, please try to keep the usage down to a minimum.

Statements

Every artist receives a full statement at the end of the financial year (31st March). This shows all the transactions on the account including rent and any other payments.

If you fail to pay your rent and other charges

Payment difficulties

If you do not pay your rent or other charges due, you will be reminded.

If you have problems paying your rent or other charges please contact the office and speak to Josie Harrington. She will try to come to an arrangement with you about paying the money owed. The arrangement should be realistic and take your circumstances into account.

Notice to quit

A Notice to Quit will be issued if you do not pay your rent and other charges. Persistent non-payment of a Final Account is dealt with through the County Court.

When you want to leave your studio

Giving notice

We try to be as flexible as possible in responding to artists' needs and changing circumstances.

When you wish to leave your studio you will need to give us at least two months' notice in writing (even if you have phoned the office and given notice verbally). Notice should only be given after you have been in your studio for at least three months, except in circumstances deemed exceptional.

The day you leave

Your original deposit will be set against any charges outstanding or returned to you with your Final Account.

Please return the keys by either taking them yourself to the office or posting them in a padded envelope. If you do not return the keys, the cost of new keys will be taken from your deposit. You must leave the studio clear, clean and in good order (remove rubbish and any furniture not belonging to us). If the studio is not left in an acceptable condition you will be charged for clearance and redecoration. This will be deducted from your deposit.

Use of your studio

You and the studio

All our studios permit 24-hour access. You are only allowed to use the studio as an **artist's studio**. You may not use it for storage, for living in, or anything else. It is LEAR's duty to ensure that genuine artists, in genuine need, make the best appropriate use of low-cost studio space.

Under no circumstances may you use the studio as a place to live or stay. Any artist who breaks this rule will be given notice to quit.

Public access, such as Open Studio events, can only be arranged with LEAR's agreement in advance.

The studio is for your personal use only. Do not pass the studio on to another artist; your tenancy does not allow you to do this. LEAR will not authorise that artist's occupation. If you leave the studio, it will immediately return to LEAR and we will let it to another artist from our waiting list.

Noise and music

Most studios are not sufficiently sound proofed to allow the playing of music. Amplified sound must not cause a nuisance to other artists. If you listen to the radio or play music in your studio, please keep the volume down low or use headphones. This is especially necessary in shared or open plan studios where amplified sound is not permitted. If you have noisy equipment please be mindful of other studio users and keep noise to a minimum.

Sub-letting

Your tenancy does not allow you to sub-let or to pass on the studio to someone else in any way.

However, we recognise that artists may have opportunities which take them away for limited periods of time, and would not want to give up their spaces. Under these circumstances, please contact the office for further information; we will consider requests from artists to underlet (see **Under-tenancy** on page 3) their studios for periods of 6 to 12 months, to other artists who are on our waiting list.

Sharing

Your tenancy does not allow you to share your studio. When you joined LEAR's waiting list, if you wished to share with a particular artist (who should also be registered on our waiting list), you will occupy on a 'joint tenancy'.

If you wish to share your studio, after your tenancy has started, you will have to give notice on your single tenancy and then a joint tenancy will be issued. There will be a further administration charge (see **Administration charge**, above). The artist with whom you intend to share must be on the LEAR waiting list.

Access

LEAR is committed to improving the accessibility of our buildings and services. However, only some buildings are accessible to wheelchair users. We will continue to make reasonable adaptations to studios to accommodate artists with access requirements.

Insurance, security and fire safety

Insurance

LEAR has insurance cover for the building **only**.

LEAR's insurance does not cover your personal belongings, tools, equipment or your work in your studio, even in the event of fire or flood.

Nor does it cover loss of or damage to personal belongings in common areas of a building (Storage of your personal belongings anywhere other than your studio is not allowed). We advise you to take out your own insurance to cover your personal belongings, tools and so on.

Security of the site

LEAR tries to provide a high level of security on our site. In the interests of site security and your personal security, please:

- Ensure the main entrance gates and doors are properly closed behind you at all times.
- Do not leave entrance gates and doors propped open and unattended for deliveries or visitors.
- If site access is required by anyone such as British Telecom, electricity, gas and so on, always check with the LEAR office first. We do not allow anyone access without an appointment.
- Do not allow anyone into the building whom you do not know. If a name is given by a visitor, keep the visitor waiting at the door, find the artist yourself and ask them to identify their visitor.

Personal security

Do not leave bags, briefcases, wallets, keys, mobile phones, laptop computers, cameras or other tempting items on open view in your studio.

Wherever possible, store hand tools, laptops, radios etc. in a locked cupboard or container when not in use.

Keys

You will be given keys to your individual studio and to the site. LEAR will hold a master copy key for security and emergency purposes.

For security, duplicates of keys are only available from LEAR - at the office. You will be charged for copies of security keys and for copies of other keys.

Do not fit extra locks or padlocks to your studio door. If you are worried about the security of your studio, please talk to the LEAR office. It is possible to order a padlock which is also on our master system, but you would have to pay for it.

Please do not label your keys so that the building can be identified. If you lose your keys this would undermine everyone's security!

Emergency access

It is vital, for safety and for security, that LEAR has access, in the event of emergency, at all times. If there are any problems causing damage in your studio and/or neighbouring studios, LEAR needs to be able to get into your studio. If we do not have ready access, your work or other people's could be damaged.

If regular maintenance work has to be done in your studio, we will warn you in advance.

Bicycles

Don't leave bicycles blocking marked fire exits or entrance doors or in any corridor, staircase or common area. If there is no designated area to leave your bicycle, you will have to take it into your studio.

Common areas

You must not store any items, or use any equipment (particularly electrical equipment), in any area other than your studio. All common areas such as washrooms, corridors, lobbies and staircases are to be kept clear. The only exception is equipment specifically installed and maintained by LEAR for common use.

If a fire breaks out, your safety depends on all corridors, staircases, washrooms, lobbies and other common areas being completely clear. LEAR's insurance and fire certification also depends on this.

Rubbish should not be left in common areas or beside bins. Please regularly empty your studio bins into the appropriate bin in the yard separating general refuse and recyclables. You may need to break up large items to fit into the bins, otherwise you must make other arrangements to take things away from the building yourself.

Anything left in common areas may be got rid of without warning. You may be charged for the cost of taking items away

Smoking

Our buildings are covered by the law banning smoking in the workplace. Smoking is banned in **all** enclosed areas, including shared parts: corridors, lobbies, staircases, washrooms, toilets, offices etc. You may not smoke in your studio. It is your responsibility to prevent smoking if you have visitors to the studio: contractors, delivery people, LEAR staff, studio assistants etc.

Heating

Your studio space has thermostatically controlled heating. If you use the studio out of normal hours and feel the need to top up the heat, please do not over heat your studios. IF you are going to be away for a while, say over a holiday period; please turn down your radiators. Your rent includes utilities; it is in your own interests to keep the costs as low as possible.

Fire prevention

All fire exits and designated safe areas are clearly marked. Instructions about escaping from fire are also clearly displayed. Make sure you read these instructions and fully understand them and that you know how to get out of the building if there is a fire.

There are fire extinguishers for different types of fires throughout the site. Make a note of the ones nearest to your studio. Do not move the fire extinguishers. Do not use the fire extinguishers to prop open doors.

- **Water extinguishers** can be used on solid materials such as wood, paper, plastics and textiles but **should not be used** on chemical or electrical fires.
- **Carbon dioxide extinguishers** can be used on electrical fires and flammable liquids.
- **Foam extinguishers** can be used on solid materials such as wood, paper, plastics, textiles and on liquids such as petrol, oil and diesel.

Make sure you know where the different types of fire extinguishers are in your studio building.

Health and safety

Flammable items

Oil paints, turpentine and other oil-based painting mediums that can easily catch fire should be stored in a metal-lidded container whenever they are not in use. Replace lids on all such flammable liquids immediately after use and keep them well away from sources of heat.

The following substances **must not** be poured into sinks, drains or toilets: Oil or solvent based paints and inks, turpentine and white spirit, substances which set (wax, resin, clay, plaster, cement etc.). These cause costly damage to studios and drains.

Find out how to recycle turpentine from the office.

Paint rags and other studio rubbish should be got rid of every day.

Highly flammable items such as fibreglass and associated chemicals **must not be used** without previous consent from LEAR as it may not be possible to make sure there is adequate ventilation. If this is a part of your regular practice you should contact the office urgently.

Electrical safety

There is at least one double socket in all studios. Do not overload the sockets. Do not use sockets in any other part of the building other than your studio.

If you use an extension cable, make sure it is correct for the electrical equipment you are using. Items that use more electric power require a thicker cable. (Cable that is too thin may burn out). For extra protection, use an extension cable with an integral fused switch and an indicator light.

Avoid extension cables trailing across the floor.

Do not leave cables or appliances plugged in while not in use.

Do not use adaptors, if you can avoid it. In particular, do not use adaptors with electric heaters or other high-consumption equipment.

Make sure cables, plugs and appliances are well maintained and in good condition.

All tenants are responsible for making sure their own electrical equipment is properly and safely looked after.

If you use processes and equipment such as welding which pose a potential fire risk, then you must provide and maintain your own fire extinguishing equipment of the correct type. If you have any questions about electrical safety, ring the office for further advice.

Looking after your studio

Your responsibilities

When you move into your studio, it should be in good order, with fully functioning strip lights and electrical and plumbing fixtures and fittings in working order.

It is up to you to see that the studio is clean and in good order when you leave.

While you occupy the studio, the painting and decorating of the space is your responsibility.

It is also your responsibility to replace light bulbs and the fluorescent tubes and starters of the strip lights. The office can tell you where to get hold of these.

What LEAR looks after

If there is a problem with electrical or plumbing installations or to the structure of your studio, you must contact our office (Josie or Nathan). They will arrange for the necessary repairs. This will be paid for by LEAR unless the damage or malfunction is a result of your carelessness or misuse.

LEAR is also responsible for repairs and maintenance to the structure of the building, including drainage, and for maintaining the common areas in good order. All buildings are regularly cleaned.

The cost of repairs and maintenance is a large element of your rent. So it makes sense for you to respect and help look after not only your own studio but the building as a whole and to **alert us promptly if there is a problem.**

Although all our sites are visited regularly by a member of staff, we can't be there all the time. If you notice anything which requires attention, please contact Josie or Nathan in the office without delay.

Modifying your studio

You are not allowed to make alterations to the structure of your studio or to the electric or plumbing installations.

LEAR Staff

The staff you may need to contact at LEAR are as follows:

Waiting list database

Allocation of studios and tenancy agreements

Repairs and maintenance

Rent accounting, enquiries and statements

Josie Harrington: josie@leartroom.co.uk

Nathan Garrod: Nathan@leartroom.co.uk

LEAR Office

Where

Just outside Long Eaton town centre. Within 2 miles of the M1 and A52

When

Our office at 29-31 Lime Grove is open from 9.00 am to 4.00 pm Monday to Friday. We are closed at lunch-time between 12.00 noon and 1.00 pm.

Access

Our office is not currently converted to accessibility standards recommended by the Centre for Accessible Environments. However there is access to our open studio space, please inform us if you have access requirements.

Parking

There is free parking on the street outside the studio spaces and in our car park during our opening hours.

Leaving a message

When the office is closed, and at any other time outside office hours, you can leave a message on our answerphone (0115 9461661) which will be dealt with at the start of the next working day.

Maintenance emergencies

This phone number is only for maintenance emergencies outside opening hours – things like floods or smashed un-lockable street doors.

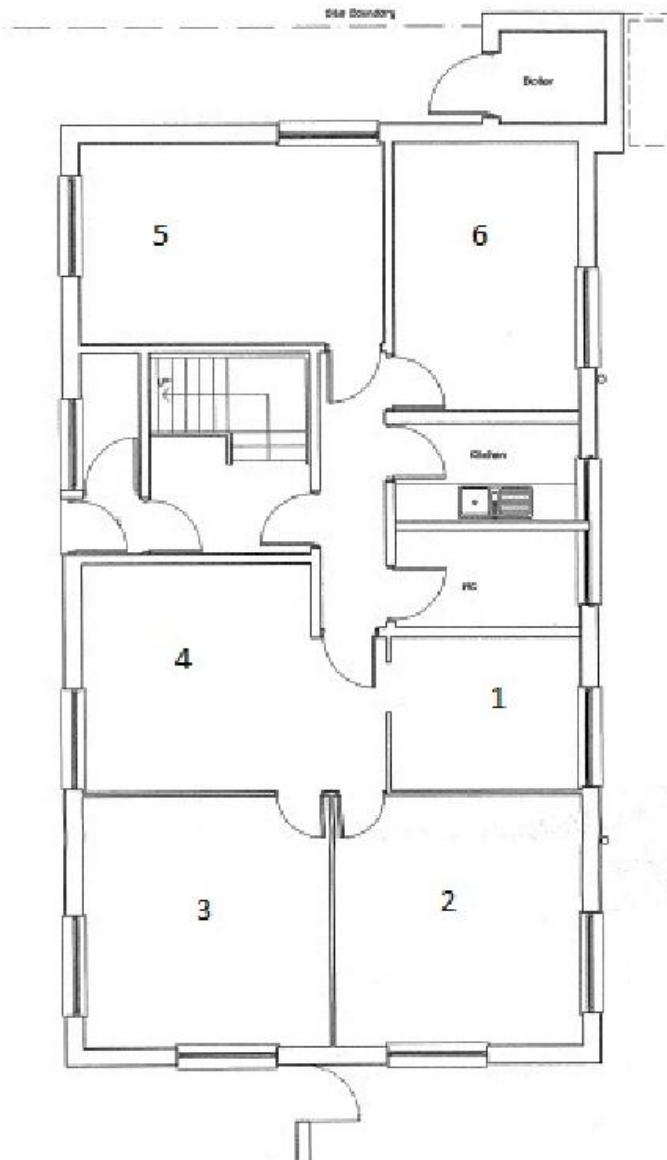
Please do not call if the matter will wait until the LEAR office re-opens. For lost keys or keys locked in your studio, please wait. LEAR will recharge for non-emergency call outs. In an emergency please telephone the emergency number stated on the notice board, quoting the password.

(©LEAR Studios December 2011)

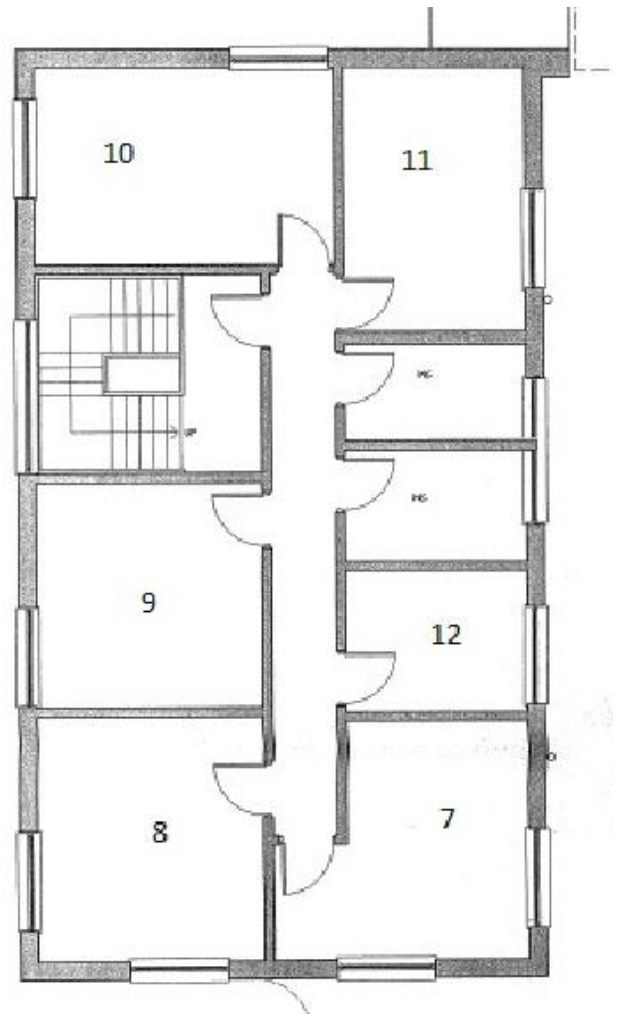
Studio Fees 1 April 2011 – 31 March 2012

Studio	Studio size	Monthly Fee
1	71	£ 90
2	172	£ 220
3	170	£ 210
4	147	Not for rent
5	171	£ 210
6	137	£ 170
7	129	£ 160
8	159	£ 200
9	139	£ 180
10	170	£ 210
11	136	£ 170
12	65	£ 80
13 – signal box	226	£ 285
14 – signal box	226	£ 285

Ground Floor



First Floor



Benefits of having a studio with Long Eaton Art Room

- **Secure alarmed premises**
- **Good travel links to Derby and Nottingham**
- **Situated in Long Eaton lace mills conservation area**
- **Quiet area but close to Long Eaton Town Centre**
- **Use of all our tools and equipment in our community arts centre**
- **Community atmosphere**
- **Ordering service for materials and equipment through our suppliers**
- **Networking links**
- **Creative atmosphere**
- **Volunteering and teaching opportunities**
- **24 hr access**
- **Use of our dirty workshop space**
- **Access to potters wheels and kilns**
- **40% reduction for kiln firings**
- **Communal area**
- **Kitchen area with hot and cold running water**
- **Tea and coffee making facilities**
- **All studio spaces have Central Heating**
- **Open studio events**
- **Business rates and all utilities included in your rent**
- **Reduced fees for teaching room hire - 20% off**
- **Car park available during our normal opening hours**
- **Lockable studio spaces**
- **Long Eaton Art Room is a member of the NFASP - National Federation of Artists Studio Providers**