

Art Award Terms and Conditions

Full Terms and Conditions of Entry 2021

1. The 'City of Belmont Art Awards 2021' (the Awards) is a competition run by the City of Belmont (ABN 41768752077) (The City) on and subject to these terms and conditions. To the maximum extent permitted by law, the City's decision is final, and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Awards.
2. To be eligible to enter the Awards, you (the Artist/representing Gallery) must complete the online Application Form available at www.belmont.wa.gov.au or at Belmont Hub, 213 Wright Street, Cloverdale WA, 6105 and submit to the City no later than 5pm 30 April 2021 (Nomination Period). All artwork must be the original artwork of the exhibiting artist and the artist must be based in Western Australia. Artwork must comply with the requirements as specified below. The Artist/representing Gallery's nominated artwork must be available for display at The Glasshouse, 215 Wright Street Cloverdale, Western Australia 6105 during the Award Period specified in Item 3. The Artist/representing Gallery must also meet any eligibility criteria for the individual awards as set out below.
3. The Award Period commences at 10am (WST) on Saturday 12 June 2021 and ends with the presentation of the Awards from 4-6pm on Friday 25 June 2021 (Award Period) unless otherwise specified in these terms and conditions.
4. All eligible entries will be eligible for the **City of Belmont Art Award of \$10,000 (known as the Acquisitive Award)**. Artists aged 25 years or younger as at the commencement of the exhibition on 12 June 2021 will also be eligible for one of two youth category prizes. A cash prize of \$500 for Emerging Artist (18-25 years) and; \$500 (Belmont Forum gift voucher) for Youth Award (11 -17 years).
5. The City reserves the right to add additional Award prizes and any eligibility criteria at any time in the lead up to the Award Period.
6. Artists are only eligible to win a maximum of one prize in the Awards. In the instance that an Artist is determined to be the winner in more than one award category making them eligible to win in more than one prize, the Artist will be awarded the prize of the greatest value and will not be eligible to receive the other prize.
7. An entry is deemed to be received at the time it is received by the City and not at the time of submission by the Artist/representing Gallery. Entries must be received by the City by the end of the Award Nomination Period as specified above. Entries received after the specified time as determined by the City will automatically be deemed as invalid. Artists are solely responsible for ensuring they are aware of, and adhere to the key dates relating to this Award, as specified in item 25.
8. City staff and their immediate family members, defined as those residing in the same household, are not eligible to enter the City of Belmont Art Awards.

9. Initial selection of artists will be by a selection committee. Notification of acceptance into the Awards will then be provided in writing by the City.
10. The Artist/representing Gallery must then complete and return the Acceptance Form to the City by 5pm on 10 May 2021. The required information will include but is not limited to:
 - Artist details
 - Title of artworks, medium and selling price
 - Represented Gallery (if any)
 - A brief statement by the Artist about their practice (200-500 words)
 - Artwork dimensions and installation requirements
 - Photo of artwork. Images must be jpegs with a minimum resolution of 300 dpi at 15cm x 15cm but not larger than 5MB in size; Images should be labelled in the following manner "surname_first name_artwork title.
11. Failure to provide the Acceptance Form by the required deadline specified in Item 10, may result in disqualification from the Awards.
12. The City reserves the right to edit the artistic statement provided on the Acceptance Form, without mutual agreement, for promotional purposes.
13. The Artist/representing Gallery must adhere to the Delivery and Collection details specified in item 27.
14. The City will evaluate the artwork prior to acceptance into the exhibition. The City reserves the right not to accept an artwork at its absolute discretion and will not do so where it is determined by the City as inappropriate for the intent or location of the exhibition. The City's decision is final. Should this occur, the City will contact the artist to arrange collection of the artwork.
15. By nominating for the Awards, the Artist/representing Gallery consents to the sale of their artwork by the City, as specified in item 22.
16. All Artwork will be judged on artistic merit by a panel of independent judges selected by the City.
17. Judging during the competition will take place at The Glasshouse. The announcement of the winners of each Award will be completed by 4pm on Friday 25th June. If the City chooses to make the announcement as part of an event at the conclusion of the Award Period artists will be invited to attend. Invitations will be sent in advance and RSVP is mandatory, attendance optional. Eligible participants do not need to be present at the event in order to be eligible to receive the prize offered.
18. The decision of the judges in relation to any aspect of the competition will be final and binding upon every person who enters the competition. No correspondence will be entered into.
19. Entrants under 18 at the time of entry require a legal parent or guardian to complete the entry form and ongoing parental consent should they receive Notification of Acceptance.
20. Entrants aged under 11 will not be accepted to the Awards.

21. Entrant's eligible for the Youth Award as specified in item 4, may also be required to permit the display of their artwork at the Belmont Forum Shopping Centre for a period of up to 4 weeks immediately following the conclusion of the City of Belmont Art Awards exhibition at The Glasshouse.
22. The Artist/representing Gallery are responsible for satisfying all copyright requirements should they have quoted from any applicable material.
23. By nominating for the Award, the Artist/representing Gallery warrant that, to the best of their knowledge, there is no cultural, religious or other reason that prevents the artist's entry from being exhibited, published or reproduced.
24. By nominating for the Award, all the Artist/representing Gallery agree to allow the City to:
 - i. Reproduce, publish and display entries, in full or in part, for use in any promotional materials and publications, including promotions of the City's future Art Awards.
 - ii. Publish any information provided by the Artist/representing Gallery in connection with their entry.
 - iii. Consent to photographs and/or videos of their submitted artwork and their person being published on the City's media channels including but not limited to website, printed publications and social media pages.
 - iv. Provide the media (TV, Radio, Print, and Digital) with photographs and information about the artwork and artist for the purpose of promoting or reporting on the Award, prior to, during and after the Award Period.
25. The total prize pool of the Competition will be announced prior to the commencement of the Award Period.
26. Artworks
 - a. The medium and size of the artwork must be of a professional standard and suitable for the temporary exhibition facility provided:
 - i. The maximum size of hanging entries will not exceed 100cm x 100cm (including the frame) and not exceed 10kg.
 - ii. Indoor sculpture exhibition entries must not exceed 50cm x 50cm (cube) and not exceed 25kg.
 - iii. Alternative/ specialized display requirements may be accommodated by prior arrangement (*before 30 April 2021*) with the City subject to financial and practical considerations.
 - b. Artwork must be professionally presented with a suitable hanging device (such as D-Rings and wire).
 - c. If the artwork has specific installation requirements, the Artist/representing Gallery must contact the City (*before 30 April 2021*) to discuss the requirements and provide a written/illustrated description with the Artist Details Form.
 - d. For all installation and display queries please contact the City prior to entries closing at 5pm on 30 April 2021.
 - e. All artworks must be labelled on the back with appropriate Artwork Delivery Form.
 - f. No artwork may be removed before the end of the exhibition.

27. Insurance

The Artist/representing Gallery is responsible for maintaining any insurance for these object(s) should they choose to do so and understand that these object(s) will NOT be covered by the City's insurance.

28. Indemnity

The Artist/representing Gallery will fully indemnify the City of Belmont (The City) against loss, theft, damage or destruction of the object(s) submitted, whether due to the negligence of the City or any cause whatsoever.

29. Key Dates:

Applications open: 2 March 2021

Applications close: 30 April 2021

Artist notified for acceptance into Awards: 5 May 2021

Artist to complete Acceptance Form: 10 May 2021

Artwork drop off: 10am – 12noon on 5 June 2021

Exhibition: 12– 25 June 2021

VIP Function/ Awards Night: 4-6pm on 25 June 2021

Unsold artwork collection: 11am – 1pm on 26 June 2021

30. Selling price

- a. The City offers no guarantee of the sale of artwork.
- b. All works must be for sale and the Artists/representing Gallery must set their own prices.
- c. A commission of 25% will apply on all sales and must be included in the sale price. Any representing Gallery must factor in this cost within their individual process of representation.
- d. The sale price cannot be changed and remains fixed for the duration of the exhibition.
- e. Where a work is sold, the City will collect payment, dispatch the work following the exhibition and inform the Artist/representing Gallery.
 - i. If the sold work wins the Overall Acquisitive Award, the collector will be reimbursed accordingly.
- f. In order to receive payment for any works sold, the Artists/representing Gallery must complete a New Supplier form (if not already a supplier).

If the Artist:

- i. Has an ABN and is registered GST, GST must be included in the sale price;
 - ii. Has an ABN and is not registered for GST, GST must not be included in the sale price;
 - iii. Does not have an ABN they must provide a signed 'Statement by Supplier' (SBS) form from the Australian Taxation Office. Failure to do so will require the City to withhold 48.5% PAYG tax. SBS forms can be accessed on the Australian Taxation Offices's website
- g. Payment from the sale of an artwork will be made direct into the bank account of the Artist/representing Gallery, as provided on the Acceptance Form.
 - h. Payment for the sale of artwork will take approximately 6 weeks to process from the conclusion of the Award Period.

31. Deliveries and Collections

- a. The Artist/representing Gallery are responsible for the transport of artworks to the exhibition and all associated costs, plus the transport of any unsold works from the exhibition.
- b. The Artist/representing Gallery are responsible for their own transit insurance.
- c. Artworks are to be delivered to The Glasshouse, 215 Wright Street, Cloverdale Western Australia 6105 on **Saturday 5 June 2021** between **12.00pm and 2.00pm**.
- d. The City will contact all Artists/representing Gallerys before 25 June 2021 if their artworks have been sold. In this case, collection arrangements will be made directly with the purchaser and the Artist/representing Gallery does not need to collect artwork.
- e. All unsold artworks must be collected on **Saturday 26th June 2021** between **12pm and 2pm** from The Glasshouse, 215 Wright Street, Cloverdale, Western Australia 6105.
 - i. Identification will be required upon collection. Strictly no late collections. The City will take no responsibility for artworks after this time.
 - ii. Collections of works, as well as transport/freight costs are the responsibility of the artist.
 - iii. Works not collected on the due date will be held at the City of Belmont and will be subject to a \$50 per week storage fee. Transport costs may also be included.

For further information and enquiries please contact Placemaking on 08 9477 7409 or placemaking@belmont.wa.gov.au.