

# City of Belmont Art Awards 2024



## Terms and Conditions

### 1. Introduction

1. The 'City of Belmont Art Awards 2024' (the Awards) is a competition run by the City of Belmont (ABN 41768752077) (the City) for artists based in Western Australia. Artists can enter the Awards between 1 May 2024 and 12 June 2024, with accepted entries displayed from 30 August 2024 to 14 September 2024 with winners announced on 30 August 2024 and 31 August 2024.
2. To enter the Awards, an Artist must complete the online Application Form available at [www.belmont.wa.gov.au](http://www.belmont.wa.gov.au) or request an Application Form from the Belmont Hub, 213 Wright Street, Cloverdale WA, 6105 and submit the Application Form to the City during the period commencing 9:00 am 1 May 2024 and ending at 4:00 pm on 12 June 2024 (Application Period).
3. The Awards shall be subject to these terms and conditions. To the maximum extent permitted by law, the City's decision on any matter under these Terms and Conditions is final, and no correspondence will be entered into.

### 2. Entries and Competition

1. Entries must be made by completing and submitting an Application Form to the City during the Application Period between 9:00 am 1 May 2024 and 4pm on 12 June 2024. Applications received after this time will not be accepted.
2. Exhibition and judging of the accepted Artworks commences at 5pm (WST) on Friday 30 August 2024 and ends at 5pm on Saturday 14 September 2024 (Award Period) unless otherwise specified by the City.
3. Eligibility Criteria:
  - a. City staff and their immediate family members, defined as those residing in the same household, are not eligible to enter the Art Awards.
  - b. Entrants aged under 11 at the time of entry are not eligible to enter the Awards.
  - c. Entries must comply with the Artwork Specifications as set out in Appendix 1 (below).
  - d. Entries are strictly limited to one Artwork per Artist.
  - e. The Artist must be based in Western Australia.
  - f. The Artwork must be the original artwork of the exhibiting Artist.
  - g. The Artwork must have been produced within the last twelve months, between 12 June 2023 and 12 June 2024.
  - h. The Artwork must have not been previously exhibited prior to 12 June 2024.

- i. As the Artworks will be publicly displayed in a location to which community members have free access, then the Artworks must be:
  - i. appropriate (as determined by the City in its absolute discretion) to be viewed by and not objectively offensive to people of all ages, genders, social groups, cultures, interests (political or otherwise) and backgrounds;
  - ii. culturally appropriate and the Artist should follow best practice protocols for producing artwork that references First Nations peoples, Culturally and Linguistically Diverse communities and cultural material/themes;
  - iii. not exceed the dimensions set out in **Appendix 1**;
  - iv. in a condition suitable for and appropriate to installation and display at the Award; and
  - v. not pose an actual, inherent or potential risk to the safety of the public, City employees or Award exhibition venue.

### 3. Application Form

1. Valid entries must be made via an Application Form, available on the [City's website](#) or at the City of Belmont Civic Centre reception desk.
2. An Application Form must include the following information:
  - a. Artist details (full name, address, date of birth, contact details);
  - b. Entrants under the age of 18 at the time of entry require a legal parent or guardian to complete the application form and ongoing parental consent should they receive Notification of Acceptance.
  - c. Title of the Artwork/s and medium. The use of any AI in an Artwork must be disclosed in the description of Artwork medium.
  - d. Whether the Artist wishes to sell the Artwork, and a selling price for the Artwork (required for insurance purposes regardless of whether the Artwork is to be sold);
  - e. A brief statement by the Artist about their practice and or Artwork to a maximum of 200 words (Artist's Statement);
  - f. Artwork dimensions and installation requirements (refer to Appendix 1);
  - g. Photo of the completed Artwork. Photographic images must be jpegs with a minimum resolution of 300 dpi at 15cm x 15cm but not larger than 5MB in size. Files are to be titled as '**surname\_firstname\_Artworktitle**'
  - h. Award
  - i. Agreement and acknowledgement that:
    - i. The Artist and their nominated Artwork/s meet/s the Eligibility Criteria (Item 2.3);
    - ii. The Artwork/s must be available for display at The Glasshouse, 215 Wright Street Cloverdale, Western Australia 6105 during the Award Period;
    - iii. The Artist must also meet any eligibility criteria for the individual Awards as set out at Item 2.3;
    - iv. Any copyright requirements as set out at Item 6 have been met; and
    - v. That the City at its absolute discretion reserves the right to refuse any entry, request changes to a submission to comply with the requirements and edit the Artist's Statement.

#### **4. Selection Process.**

1. Successful entries into the Award will be selected by a selection committee appointed by the City.
2. The City will notify Artists of their acceptance into the Awards in writing (by email).
3. The City reserves the right not to accept an Artwork into the Award at its absolute discretion. The City's decision is final.

#### **5. Award categories, category eligibility and Judging**

1. The City will award the prizes in the following categories:
  - a. City of Belmont Art Award (\$10,000)  
All accepted entries will be eligible for the City of Belmont Art Award which is an acquisitive award of \$10,000. The winner of the acquisitive award receives a \$10,000 prize and the winning Artwork will be retained by the City as part of the City of Belmont's Civic Art Collection.
  - b. Resident Award (\$1000)  
Artists residing in the City of Belmont at time of the Nomination and Awards Period are eligible to be considered for the \$1000 City of Belmont Resident Award.
  - c. Emerging Artist Award (\$500) and Youth Award (\$500)  
Artists aged 25 years or younger as at the commencement of the exhibition on 30 August 2024 will also be eligible for one of two youth category prizes.
    - i. \$500 for Youth Award (11 -17 years) and
    - ii. \$500 for Emerging Artist (18-25 years)
  - d. City of Belmont 125<sup>th</sup> Anniversary Prize (\$500)  
In recognition of the City's 125<sup>th</sup> anniversary year, awarded to an Artwork that symbolises or celebrates the City of Belmont.
  - e. Mentorship Award. Entrants aged 18 and over will have the opportunity to nominate themselves for consideration for the [Mentorship Program](#).
  - f. The City reserves the right to add additional Award prizes and determine any eligibility criteria prior to the Award Period. The total prize pool of the Competition will be announced prior to the commencement of the Award Period.
2. Regardless of the number of categories in which an Artist submits Artworks, Artists shall only be eligible to win a maximum of one prize category in the Awards. If an Artist is determined to be the winner in more than one Award category, the City will award the Artist the prize of the greatest value only and no other prize shall be awarded.
3. Judging.
  - a. All exhibited Artworks will be judged on artistic merit by a panel of independent judges appointed by the City.
  - b. Judging of the competition will take place at The Glasshouse at 215 Wright Street, Cloverdale;
  - c. The winners of each Award - except the Youth Award - will be announced at the Awards Opening Night event to be held at 6pm on Friday 30 August 2024 (Event);
  - d. The Youth Award winner will be announced at the Youth Awards Event to be held from 1pm Saturday 31 August 2024.

- e. Exhibiting Artists may be invited to attend the opening event however places are limited due to venue capacity and RSVP is essential. All youth entries will receive an invitation to the Youth Award Event.
- f. Eligible participants are not required to be present at the event to receive the prize offered.

## **6. Copyright and consents**

1. In submitting an Artwork, the Artist shall warrant that:
  - a. the Artwork:
    - i. is wholly the Artist's own original work and the Artist owns all intellectual property rights including copyright in the Artwork; and/or
    - ii. contains elements of intellectual property of other person/s and the Artist has secured rights of use of any other person's intellectual property rights that subsist in the Artwork (including in any source material that has been incorporated into the Artwork); and
  - b. to the best of their knowledge there is no cultural, religious, legal or other reason that prevents the Artwork from being exhibited or reproduced.
2. In submitting an Artwork the Artist agrees to allow the City to:
  - a. 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.
  - b. Publish any information provided by the Artist in connection with their entry.
  - c. Consent to the City taking photographs and/or videos of their submitted Artwork and the Artist themselves to be published on the City's media channels including but not limited to website, printed publications and social media pages.
  - d. 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.
  - e. The Artist grants the City a non-exclusive licence to use the Artwork for the purposes stated in these Terms and Conditions and the City acknowledges and agrees that the Artist retains copyright of and all moral rights in relation to, the Artwork in accordance with the provisions of the *Copyright Act 1968 (Cth)*.
  - f. The Artist acknowledges that all promotion of the Awards and Awards exhibition by whatever means including via all forms of conventional and social media, shall be undertaken by the City at its sole direction, including determining the promotional materials and the promotional activities undertaken.

## **7. Insurance**

### **1. Public Liability Insurance**

The City shall ensure that public liability insurance is in place regarding the Event and will indemnify and keep indemnified the Artist against all claims, demands, proceedings, costs, charges and expenses whatsoever, arising out of any negligent act or omission of the City or out of any default of the City under this Agreement.

### **2. Artwork insurance**

- a. For the duration of the period within which the Artwork is in the possession of the City, the City will insure the Artwork for loss and damage to the value nominated by the Artist as the selling price.

- b. For the avoidance of doubt, the period within which the City will have possession of the Artwork is as follows:
  - i. commencing from **22 August 2024** or at the time the Artwork is received by the City if earlier; and
  - ii. concluding on **16 September 2024** or at the time the Artwork is dispatched by the City (to either the Artist or purchaser) if earlier.

### 3. Other Insurance

Insurance of the Artwork while in transit is the Artist's responsibility. The City will be not liable for any loss or damage of the Artwork outside of the period set out in **Clause 7.2b** or while the Artwork is in transit. Worker's Compensation insurance is the Artist's responsibility. The City will be not liable for any claims or damages relating to these types of insurances.

## 8. Key dates

Artists are solely responsible for ensuring they are aware of and adhere to the key dates relating to this Award, as specified in Key Dates below:

- a. Applications open: 9am 1 May 2024
- b. Applications close: 4pm 12 June 2024
- c. Artist notified for acceptance into Awards: By 27 July 2024
- d. Artwork drop off: As allocated on 22, 23 or 24 August 2024
- e. Awards Opening Night Event: 6pm 30 August 2024
- f. Youth Award Event: 1pm 31 August 2024
- g. Exhibition: 31 August to 14 September 2024
- h. Unsold Artwork collection: 15 to 16 September 2024

## 9. Sale of Artworks

By nominating for the Awards, the Artist consents to the sale of their Artwork by the City, as specified in the conditions below.

- a. The City offers no guarantee of the sale of Artwork.
- b. All works must be for sale and the Artists must set their own prices, with the exception of Youth entries, for whom having their Artwork for sale is optional.
- c. A commission of 25% will apply on all sales and must be included in the sale price. If the Artwork is sold the City of Belmont will deduct the 25% commission from the payment to the Artist.
- d. The sale price must be set prior to delivery of Artwork, cannot be changed and remains fixed for the duration of the exhibition.
- e. Where an Artwork is sold, the City will collect payment, inform the Artist and following the exhibition will hold and safe store the Artwork until collected from the buyer.
- f. In order to receive payment for any works sold, Artists will be asked to complete a Payment Request Form. Payment from the sale of an Artwork will be made direct into the bank account of the Artist, as provided on the Payment Request Form.

- g. Payment for the sale of Artwork will take approximately 6 weeks to process from the conclusion of the Award Period.
- h. Artists must provide their banking information to the City within three months of the exhibition's conclusion for the purpose of reimbursing them for sold Artworks. Failure to comply may result in the City assuming ownership of and title in the Artwork.

## **10. Deliveries and Collections**

The Artist must adhere to the Delivery and Collection details specified below:

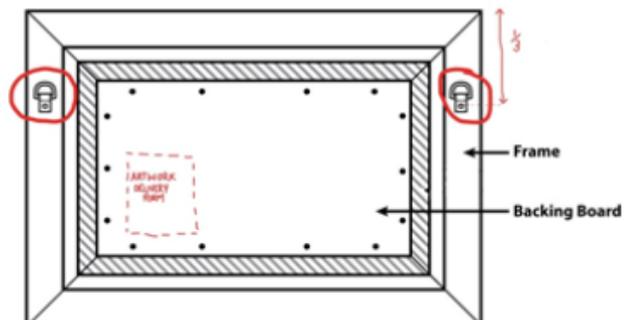
- a. The Artist is responsible for the transport of Artworks to the exhibition and all associated costs, plus the transport of any unsold works from the exhibition.
- b. The Artist is responsible for their own transit insurance.
- c. Artworks are to be delivered to The Glasshouse, 215 Wright Street, Cloverdale Western Australia 6105 between 22 and 24 August 2024.
- d. The City will contact all Artists before 15 September 2023 if their Artworks have been sold. In this case, collection arrangements will be made directly with the purchaser and the Artist does not need to collect Artwork.
- e. All unsold Artworks must be collected between 15 - 16 September 2024 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.
  - iv. Unsold Artworks not collected within 2 months of the dates specified above will result in the City assuming ownership of and title in the Artwork.

For further information and enquiries please contact the City's Arts and Place team on 08 9477 7248 or [artsandplace@belmont.wa.gov.au](mailto:artsandplace@belmont.wa.gov.au).

## Appendix 1: Artwork Specifications

- a. The maximum size of hanging entries must not exceed 100cm x 100cm (including the frame) and not exceed 10kg. (Entrants should not rely on measurements provided on canvas packaging and ensure the correct size is submitted).
- b. Sculpture entries must not exceed 50cm x 50cm x 50cm and not exceed 25kg. Please refer to the illustrated guide at end of T&C for details.
- c. Diptychs or Triptychs will be accepted as one Artwork and their total display area must not exceed the 100cm x 100cm size limit. Each panel must have the appropriate hanging device for display. Display instructions must clearly indicate the layout for panels (e.g.: left, centre, right). They must be sold as one Artwork.
- f. All Two-Dimensional Artworks must be professionally presented with a suitable hanging device (such as D-Rings). More information on what is required will be supplied to those entrants that are accepted into the Award.
- g. If the Artwork has specific installation requirements, the Artist must contact the City (before 12 June 2023) to discuss the requirements and provide a written/illustrated description. The City reserves the right to decline these installation requirements.
- h. For all installation and display queries please contact the City prior to entries closing at 4pm on 12 June 2024. All Artworks must be labelled on the back with an Artwork Delivery Form that will be supplied to Artists accepted into the award. Artworks exhibited during the award must remain on display until the end of the exhibition.

**Please attach D-Rings to all wall-based artworks approx 1/3 down from the top edge (detailed below).**



**e.g., Images for size**

