

OXFORD & FOLEY

Terms and Conditions



TERMS AND CONDITIONS

By participating in the EOI process, participants acknowledge and accept the following terms and conditions.

EXPRESSION OF INTEREST (EOI) SUBMISSIONS

1. EOI submissions must be submitted using the Oxford and Foley online form by 12 noon AEST on Monday 11 July 2022.
2. All EOI submissions must be made at the artist's own cost.

SHORTLISTING AND SELECTION

3. The Developer's representative will select 3-5 artists for Stage 2 design and budget development
4. The Developer reserves the right to shortlist and/or select Artworks/Projects in part or in full.
5. All decisions made by the Developer in relation to the EOI process are final
6. The shortlisting and/or selection of any Artwork/Project will be at the sole discretion of the Developer. Shortlisting is no guarantee of selection.
7. Stage Two submissions for shortlisted Artworks/Projects must be submitted in accordance with the instructions specified by the Developer.
8. Artists must be available for Stage Two development between 13 – 27 July 2022 to refine concept design, develop installation and maintenance plan for artwork, secure engineering certificates and insurances.
9. Shortlisted artists must consider any feedback or directions in relation to the proposed Artwork/Project provided by the Developer in response to their Stage One submission, and as part of preparing their Stage Two submission.
10. The Developer will pay \$1,000 (excluding GST) on receipt of a complete and conforming Stage Two Submission by the Key Date specified by the Developer, and a valid tax invoice. This is the maximum amount payable for a Stage Two Submission, irrespective of the number of Artworks/Projects and artists it comprises.
11. The Developer reserves the right to not proceed with any Artworks/Projects submitted via the EOI process, and/or to source Artworks/Projects outside the EOI process.
12. Shortlisting and/or acceptance of Artworks/Projects may be subject to an interview process.
13. The successful completion of a Stage 2 submission is no guarantee of selection or the Developer proceeding with the Artwork/Project.
14. The Developer reserves the right to consider Artworks/Projects for presentation dates beyond February 2023 subject to the agreement of both parties

AGREEMENT

15. Selected artists must enter into a commissioning agreement with the Developer for the delivery of the Artwork/Project. The terms governing the agreement will be provided to all shortlisted artists as part of Stage Two.

GENERAL

16. Selected Artworks/Projects must be installed in alignment with the Construction plans for the development, approximately February 2023.
17. Artists and participants in the EOI process must comply with all directions given by the Developer in relation to the EOI process.
18. Artists must comply with all NSW Government Public Health Orders in relation to the Artwork/Project and must comply with any direction in relation to complying with a Public Health Order given by the Developer or an authorised representative of the Developer.
19. Both the Developer and the artist must agree on the manner in which the Artwork/Project will be presented and attributed in any launch or publication material including and without limitation to any acknowledgments connected to the Artwork/Project.
20. Artists must not make any statements to the media about the EOI process and/or the Artwork/Project without prior approval from the Developer.
21. Artists will be responsible for obtaining public liability insurance (minimum of \$20 million per occurrence), professional indemnity insurance (where relevant), and worker's compensation insurance as required by law. Shortlisted artists must provide the Developer with certificates of currency for all required insurances.