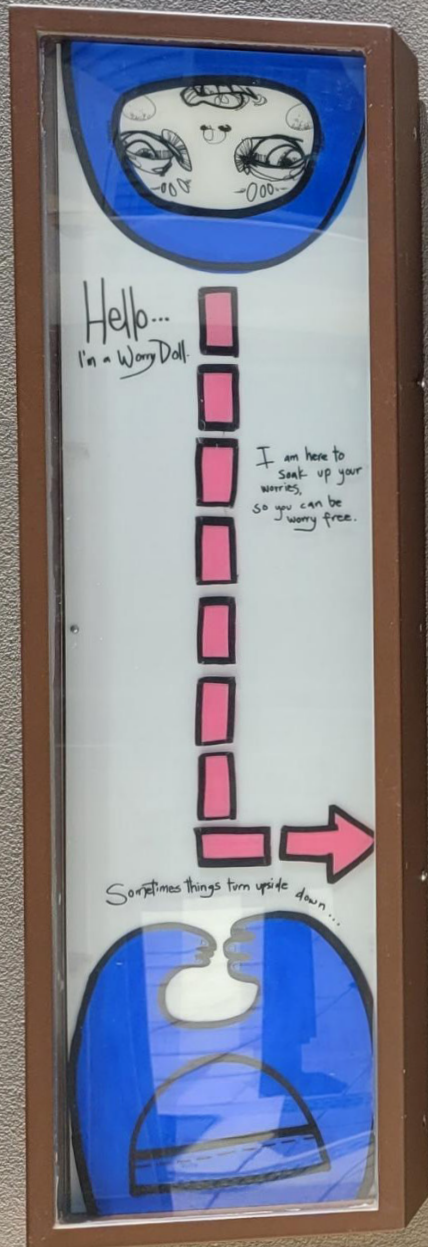


BOX GALLERY, MANNING

# EXPRESSIONS OF INTEREST

April – July 2023 Information Pack





# Box Gallery, Manning

In early 2017 the City of South Perth opened ten permanent public exhibition boxes at the Manning Community Centre, on the southern external wall of the Community Hall.

The aim of the Box Gallery is to provide a public display space to showcase the creative work of Western Australian artists, local community groups or collaborations between the two. For the past three years The Box Gallery has been jointly programmed by the City's Libraries and Cultural Development teams. The Library's ExBo program displays the creative work of participants from a series of workshops conducted in the months prior to their exhibition period. For the two remaining exhibition periods, the City calls for expressions of interest from artists interested in creating an exhibition for the ten light boxes.

The City is currently calling for expressions of interest from artists for the next available exhibition period, April 2023 – July 2023.

## Seeking

The City of South Perth is seeking expressions of interest from individual artists, artist groups, curators and community groups who have a vision for the creation and presentation of a high quality and visually engaging display of works of art, or other items in the Box Gallery for the next exhibition period, 17 April 2023 – 28 July 2023.

There is no set theme or curatorial response required from exhibitors. However, applicants should consider opportunities for their works to prompt the following:

1. Exploration, surprise, disbelief;
2. Interactivity and engagement with people on- site, and off-site using digital media;
3. Memory and people re-discovering where they live;
4. Humour/irony.

The City of South Perth especially encourages local artists and community groups to submit expressions of interest for this commission. Additional consideration will be given to those who reside or work in the City of South Perth and to emerging artists seeking to develop their professionalism and skills.

## Box Gallery

Full details of the positioning and dimensions of the boxes are provided at the end of this information pack. Applicants are encouraged to visit and view the Box Gallery before preparing their submissions.

Exhibition proposals should creatively respond to the scale, dimensions, and orientation of each of the ten boxes, considering that displayed items:

1. can exploit three-dimensional space, using the depth of the boxes;
2. can exploit the solar powered LED lights that backlight each of the boxes to create a unique experience after dark, as well as during the day;
3. must be able to be installed and removed without compromising the integrity of the box, its seals or its fittings;
4. should not be valuable or irreplaceable items as the boxes are on public display 24/7 and are secured only with an Allen key;
5. must be durable and suitable for sustained (4 months) exposure to UV light and high temperatures as the boxes are directly exposed to the northern sun and get hot during daylight hours; and,
6. must be suitable for viewing by all members of the City's community and must not include materials or imagery that may be considered offensive or obscene.

## Budget

A total of \$3,500 ex GST will be offered to the successful exhibitor selected for the exhibition. The \$3,500 budget should cover all costs related to the development, creation and installation of the work, including but not limited to artist fees, production fees, materials and public liability insurance. Artists are required to deliver, install/uninstall and remove their work; costs related to travel, accommodation and travel insurance will not be covered by the City.

Artists are encouraged to consider making their artworks or reproductions available for sale. A small sign with the artist's name and information about the exhibition and contact details for those wishing to purchase works, will be installed either inside or near the exhibition boxes at the City's expense.

Commissioned artists will be paid as per the following:

- 50% of the fee upon signing of an agreement; and
- 30% upon installation of the exhibition; and
- 20% upon removal of the exhibition, leaving the Box Gallery in as-found condition.

Please note that payment by the City of South Perth may take up to 30 days once the invoice is received. Exhibitors should take this into account when coordinating artists and the purchasing of materials.

## Selection criteria

A selection panel will review the EOI submissions and make selections on the basis of the following criteria (indicative questions are outlined in the table below):

Criteria	Indicative Questions	Weighting and Relevant Submission Documents
Response to the Brief	Does the EOI: <ul style="list-style-type: none"> <li>creatively relate/respond to the proposed site, and the size and format of the boxes?</li> <li>creatively engage with audiences and community at the proposed site?</li> </ul>	30% (Artwork Proposal)
Value for Money	Does the EOI demonstrate that the proposal: <ul style="list-style-type: none"> <li>will make the most of the proposed budget?</li> <li>is achievable within the proposed budget?</li> </ul>	10% (Artwork Proposal)
Visual Quality	Does the EOI: <ul style="list-style-type: none"> <li>propose a unique, innovative and engaging approach?</li> <li>demonstrate a good fit with the applicant's interests and practices?</li> </ul>	30% (Exhibition Proposal)
Demonstration of Capacity	Does the EOI demonstrate that the artist: <ul style="list-style-type: none"> <li>has previously created works of a consistently high standard?</li> <li>can successfully manage and deliver a project of the nature and scale being proposed?</li> </ul>	30% (CV and Supporting Images)

**The City reserves the right to accept or refuse applications, all decisions are final and no further correspondence will be entered into. Canvassing of elected members is not permitted.**

## What to submit

At the initial stage, artists should prepare and submit the following documentation to [publicart@southperth.wa.gov.au](mailto:publicart@southperth.wa.gov.au):

1. A brief description of the proposed exhibition of no more than four A4 pages, inclusive of images of the concept, briefly addressing the selection criteria;
2. Up to four images of relevant past work for each applicant involved in the project, with an image list providing details;
3. A CV of no more than two A4 pages for each applicant involved in the project.
4. Where a team is working together on the project, a brief statement outlining the roles of all personnel and identifying a single coordinating project leader, with whom the City will liaise and to whom all payments will be made.

## Next Steps

Following the selection of a successful submission by the panel, exhibitors will be invited to develop details of their proposal, prior to finalising a commission agreement to implement the artwork. For artists' reference, a copy of the standard commission agreement is included at the end of this brief.

In addition to resolving and providing detailed documentation of the proposal, successful artists will be asked to submit the following:

1. Up to 200 words describing the exhibition for promotional use;
2. Minimum of two high resolution photographs for promotional use;

## Additional considerations

### Installation Process

City of South Perth staff will brief the exhibitor on how to open/close the boxes at the commencement of installation. The installation process requires two people and is to be coordinated in conjunction with City staff and carried out by the awarded exhibitor. The exhibitor is to ensure each box is securely closed to maintain waterproof seals.

Please note that the boxes do not contain hooks or other internal fixtures, and so applicants must consider solutions for mounting work for display within the boxes in a manner that can be implemented without permanent impacts on the boxes.

### OSH

All contractors who provide services to the City of South Perth are required to register themselves/their business on the City's OSH portal and all personnel involved in the installation of the work on site must complete a mandatory on line induction prior to installation.

It is the lead exhibitor's duty to maintain a safe working environment and immediately report to the City any issues that may arise on site. They must supervise any assistants or tradespeople they have engaged. When hiring equipment, they must ensure all appropriate OSH standards are met.

### Insurance

As a part of the OSH induction process, applicants will be required to upload a certificate of currency as proof of their products and public liability insurance to the value of \$20 million. This policy must cover any personnel assisting with the project, or assisting personnel must have their own cover.

The Manning Community Centre's exhibition boxes are insured by the City of South Perth. For insurance purposes, a list of exhibition components and values are to be supplied to the City during the Expression of Interest process.

### Copyright

The City of South Perth reserves the right to document, reproduce or otherwise use any artwork submitted for the Box Gallery for promotional purposes associated with the Manning Community Centre and the City of South Perth without charge.

The City will acknowledge the exhibitor as the author of the artwork/exhibition and recognise the moral rights of the exhibitor in accordance with the Copyright Amendment (Moral Rights) Act 2000.

Where applicable, the exhibitor agrees that the copyright of all artworks created in the course of the contract remain the property of the artist. The exhibitor shall give the City a non-exclusive licence to reproduce the images for related non-commercial purposes including publicity and promotion of the exhibition/project, education and record keeping.

The exhibitor warrants that the exhibition/artworks and any intellectual property supplied or used in connection with the exhibition is either the sole property of the exhibitor/artist or they are legally entitled to use the intellectual property for the provision of the exhibition/artwork.

### COVID-19

The City would like to advise all potential exhibitors that due to the current uncertainty surrounding COVID-19, with rapidly changing Federal and State advice, the exhibitions commissioned for The Box Gallery may be subject to future cancellation or deferment with limited prior notice. In the instance that the project cannot proceed, the City will provide written confirmation to affected artists including that the contract will be assessed on a 'case-by-case' basis and payments only made for costs incurred to date. The onus will be on the contractor to produce sufficient evidence/documentation to support any claim to the City's satisfaction.

### Timeline

#### 2023 Exhibition

**EOI Submissions Open**

9am, Monday 23 January 2023

**EOI Submissions Close**

4pm, Monday 20 February 2023

**Successful artist notified**

By Wednesday 1 March 2023

**Artwork production**

Thursday 2 March – Monday 10 April 2023

**Exhibition Installation Dates**

Tuesday 11 April – Friday 14 April 2023

**Exhibition Display**

17 April 2023 – 28 July 2023

**Exhibition De-installation Dates**

Monday 31 July – Wednesday 2 August 2023

**Future Exhibitions**

December 2023 – March 2024. Keep an eye out for call for Expressions of Interest for this exhibition in August 2023.

Community art outcomes from the ExBo program managed by the South Perth Libraries Team will be on display in the Box Gallery from August-November 2024.

## Contact

We encourage you to contact us to discuss your ideas! We may be able to assist and can offer advice on the planning of your exhibition.

### EOI Submissions

Submit via Email: [publicart@southperth.wa.gov.au](mailto:publicart@southperth.wa.gov.au)

### Queries to Cultural Development Team

Phone: (08) 9474 0777

Email: [publicart@southperth.wa.gov.au](mailto:publicart@southperth.wa.gov.au)

## Exhibition Box Site Details

### Box 1 – 10

(From left to right)



## Exhibition Box Dimensions

Box 1	Box 2	Box 3	Box 4	Box 5
L- 1350mm	L-700mm	L- 700mm	L- 700mm	L- 700mm
W- 350mm	W- 200mm	W-275mm	W-275mm	W- 550mm
D- 55mm	D- 55mm	D- 55mm	D- 55mm	D- 55mm
Box 6	Box 7	Box 8	Box 9	Box 10
L- 700mm	L- 700mm	L- 700mm	L- 700mm	L- 350mm
W- 550mm	W-275mm	W- 550mm	W- 200mm	W- 1750mm
D- 55mm	D- 55mm	D- 55mm	D- 55mm	D- 55mm

Dimensions given are the internal dimensions of boxes. Please note that there is a solid frame/border around each of the clear acrylic covers that reduces the size of the “window” by approximately 10mm all around from the internal dimensions given.



### ARTIST Agreement

#### “EXHIBITION TITLE”

#### PREFACE

Artist \_\_\_\_\_ has proposed a concept for exhibition of new works entitled ‘\_\_\_\_\_’. This is the preferred submission selected by the panel for commission by the City of South Perth in response to the call for Expressions of Interest for the Box Gallery, Manning, advertised from 23 January– 20February 2023. The exhibition is to be installed at the Box Gallery Tuesday 11 April – Friday 14 April 2023 and will be removed from site Monday 31 July – Wednesday 2 August 2023

#### DEFINITIONS

**THE ARTIST:** For the sake of this Agreement, The Artist will refer to \_\_\_\_\_ and all associated staff/agency representatives representing The Artist. \_\_\_\_\_ is the lead contractor for the purposes of correspondence and payments.

**THE PRINCIPAL:** The Principal will refer to the business unit Community Culture and Recreation acting on behalf of the City of South Perth, local government agent.

**THE ARTWORK:** For the sake of this agreement, The Artwork will refer to the artworks to be installed by the Artist, for the exhibition in the Box Gallery, Manning, entitled ‘\_\_\_\_\_’ and any inclusions and detail as listed within this agreement.

#### CONTACT & BOOKING DETAILS

##### THE ARTIST

###### Details

Artist Name  
Address  
Email  
Phone Number

###### Registered for GST

Yes/No

###### ABN:

##### THE PRINCIPAL

###### Organisation:

City of South Perth  
Civic Centre  
Cnr Sandgate St & South Tce  
South Perth WA 6151

###### ABN:

65 533 218 403

###### Project Contact/s:

Arts Officer  
(08) 9474 0777  
publicart@southperth.wa.gov.au

#### FURTHER BOOKING INFO

This is one of two annual commissions for the City’s Box Gallery, Manning, supported as part of the City’s Community Arts programming.

## EXHIBITION DETAIL

The Artwork will be installed in the Box Gallery, Manning, (10 Boxes).

<b>Artwork Title:</b>	_____
<b>Description and Material:</b>	<i>Description of artwork</i>
<b>Exhibition Dates:</b>	17 April – 28 July 2023
<b>Site:</b>	The Box Gallery, Manning Community Centre – 2 Conochie Crescent, Manning
<b>Installation/de-installation Details:</b>	Installation will occur Tuesday 11 April – Friday 14 April 2023, as per the arrangements confirmed with City Staff. De-installation will occur Monday 31 July – Wednesday 2 August 2023, as per arrangements confirmed with City Staff.
<b>Display Times and Set up/pack down:</b>	The completed Artwork will be <b>available</b> to the public for viewing daily (on site 24/7) from 17 April – 28 July 2023.

## INCLUSIONS & AGREEMENT DETAIL

**The Artist** agrees to provide the below inclusions as part of the total allocated **Artwork Fee**:

1. PRODUCTION AND INSTALLATION
  1. Design and construction of the artwork in accordance with the schedule
  2. Collect and supply all materials and equipment for the construction of the artwork
  3. Installation of the work under supervision of City Arts Officer
  4. Delivery of works and materials to site
  5. Responsibility for maintaining a safe site (artwork and material sites)
  6. Equipment is to be removed from site, or stored securely when not in use
  7. Management of all subcontracting personnel
  8. De-installation and removal of all materials from site in accordance with the schedule
  9. Reinstatement of the boxes to as-found condition, to the City's satisfaction
  10. Responsible disposal of all materials removed from site
2. To ensure that the quality of the exhibition is maintained at a high standard throughout the exhibition period, the artist is required to monitor the condition of the Artwork periodically, and to rectify issues as required.
3. To register online through the City's portal and ensure that the Artist and any personnel assisting the artist at the site have completed the City's mandatory OSH induction, prior to installation.
4. Products and Public liability insurance to a value of \$20 million (**Annexure 2**)

**The Principal** agrees to provide the below in addition to the artist fee:

1. The Arts Officer will provide information about accessing the City's online OSH induction.
2. The Arts Officer will be in attendance during the installation to provide guidance about how to safely open and secure the boxes, and assist as required (handling and sealing the boxes is best achieved with two people working together).
3. Access to the site.
4. The City will insure the Artwork up to the value detailed in the attached proposal documentation.
5. Marketing and Promotion including, but not limited to:
  1. On-site signage
  2. Social media (the City's Facebook, Instagram, Twitter)

3. Bi-monthly Peninsula Magazine
4. Peninsula Snapshot eNewsletter
5. City of South Perth Website
6. Media Release

### BUDGET EX GST

THE ARTIST		
	Budget breakdown detail	
	1.	\$X
	2.	\$X
	3.	\$X
	4.	\$X
	5.	\$X
	<b>Grand Total (Ex GST)</b>	<b>\$3,500</b>

### TERMS

#### 1. Design, Commission and Installation

1. The Artist must use their best endeavours to ensure the final artwork commission is developed in accordance with the proposed designs. The Artist must create the Artwork in a proper and artisan like manner using due skill, quality and craftsmanship.
2. The Principal must be notified of any amendments to these designs which are to be issued in writing.
3. The Artist may commence creating the Artwork after the agreement has been signed and a public liability insurance certificate has been uploaded to the City's OSH portal.
4. The Artist must arrange and pay for the delivery of materials, equipment and personnel to create the artwork before scheduled completion date.
5. The Artist must complete the installation no later than 4pm, Friday 14 April 2023, unless otherwise agreed to by the Principal.

#### 2. Warranties

1. The Artist warrants that:
  1. The Artwork will be created using high quality materials, as described in the proposal, and adequately skilled labour and will make all reasonable efforts to ensure that the materials and labour used in creating the Artwork will last the duration of the exhibition period.
  2. The Artist is the sole author of the Artwork; and
  3. The Artist will not breach copyright, other intellectual property rights, privacy, common law or contractual rights of any other person or entity in complying with the terms of this Agreement.

#### 3. Occupational Health & Safety

1. The Artist and any assisting or subcontracting personnel must complete the City's OHS induction prior to commencing work on site.
2. The Artist and their staff must take reasonable care in relation to the safe handling of equipment, particularly in relation to hired equipment and any private or City property (such as the boxes themselves).
3. During installation the Artist must comply with the reasonable directions of City of South Perth as to safety procedures at the Location.

### 4. **Conduct**

1. As the Artist will be seen by the public as an extension of the City of South Perth, it is expected that The Artist will act in good faith and conduct themselves in a professional, courteous and honest manner throughout the duration of the exhibition including during set up, preparation, exhibition and pack down and removal. This includes being fit for performance and ensuring they are not intoxicated in any way.

### 5. **Insurance, Risk or Damage**

1. The Artist must provide their own public and products liability insurance to a value of \$20 Million cover which extends to cover the artwork itself which must include: and any staff or contractors acting on behalf of the Artist.
  1. The insurance must be relevant to works exhibited in the public realm.
  2. The Artist must maintain the Policy until the Artwork has been completed, delivered and installed or until this Agreement ends, whichever occurs last
2. When the Artwork is created on the Artists premises or on the premises of the Artists' servants, agents or contractors all risks of loss or damage to the Artwork from the date of this Agreement until the date of delivery of the Artwork shall be solely the responsibility of the Artist.
3. When the Artwork is created onsite and exhibited, the risk or loss or damage to the Artwork shall be solely that of City of South Perth except to the extent that the loss or damage is caused by fault of the Artist or an employee, agent or contractor of the Artist.

### 6. **Promotion and Publicity**

1. Promotion and publicity for the project will be the responsibility of **The Principal**.
2. **The Artist** shall provide approved logos, images and text that may be used in promotional material.

At a minimum the City will arrange the promotion of the exhibition via:

1. On-site signage
  2. Social media (the City's Facebook, Instagram, Twitter)
  3. Bi-monthly Peninsula Magazine
  4. Peninsula Snapshot eNewsletter
  5. City of South Perth Website
  6. Media release – the City aims to pitch this activity as a news story to the media in conjunction with other City public art initiatives occurring at the same time.
3. The Artist may share use of the promotional images taken by the City, where the City is credited as the commissioner of the work and the source of the photographs.

### 7. **Authorship, Intellectual Property and Exclusivity**

1. If City of South Perth makes any publication or reproduction of the artwork design, it must ensure such publication or reproduction clearly identifies the Artists by name and title of the artwork.
2. The Artist shall have the right to reproduce the Design Documentation or the Artwork in books or other publications associated with the Artwork.
3. **The Artist** agrees that prior to accepting any engagements to exhibit **The Artwork** within Western Australia (within a period of 2 months either side of the exhibition dates), **The Principal** will be notified in writing to seek consent before accepting the engagement.

### 8. **Photo Release**

1. Photographs of The Artwork may be used in future publicity and promotion of City of South Perth arts and events activities, including in print and web-based publications.



**9. Payment**

1. Where the supply of services and cost projection or any part thereof is a Taxable Supply and the Artist is registered or is required to be registered under the GST Act all fees shall be inclusive of GST and a Tax Invoice that complies in all respects with the GST Act must be issued.
2. Payment will be arranged according to the below instalments:
  1. **Instalment 1 (50%):** \$1,750 (ex GST) – Sum payable upon signing contract
  2. **Instalment 2 (30%):** \$1,050 (ex GST) – Sum payable upon completion of artwork installation
  3. **Instalment 3 (20%):** \$700 (ex GST) – Sum payable upon removal of artwork from site and leaving the Box Gallery in as-found condition
3. Payment will be made as per the City of South Perth's payment policy  
[https://southperth.wa.gov.au/docs/default-source/6-about-us/council/policies-delegations/governance/p605-purchasing-and-invoice-approval.pdf?sfvrsn=e5f2fabd\\_8](https://southperth.wa.gov.au/docs/default-source/6-about-us/council/policies-delegations/governance/p605-purchasing-and-invoice-approval.pdf?sfvrsn=e5f2fabd_8) Please also note, payment terms are 30 days from date of invoice.

**10. Disputes**

1. If any Dispute arises, City of South Perth and the Artist must meet together and attempt to resolve the Dispute informally.
2. If genuine attempts by both parties informally to resolve the Dispute have not been successful, the Dispute must be submitted to mediation prior to having recourse to any arbitration or court proceedings.
3. In the event that the Dispute has not been resolved within 28 days (or such other period as agreed to in writing between the parties hereto) after submitting the Dispute to mediation, the Dispute must be submitted to arbitration, the arbitrator to be agreed upon in writing by the parties.

**11. Termination and/or Cancellation**

1. If the Artist or Principal breaches this Agreement, written notice must be given to either party that outlines the breach and request to remedy the breach.
2. If, either party after notice has not within a reasonable time remedied the breach, either party may terminate this Agreement by giving written notice of the termination and may recover any fee already paid to the other party.
3. If The Principal terminates the agreement, The City of South Perth must pay the Artist all instalments of any fee due for work done up to the date of receiving the notice; and a proportion of any unpaid instalment which would have been due had the Artwork been completed, based on the state of completion of the Artwork at the time of the termination.
4. If the Artist terminates this agreement for any reason other than breach by City of South Perth of this Agreement, the Artist must refund any fee paid to him or her under this Agreement by City of South Perth.
5. This Agreement will terminate automatically on the death or incapacity of the Artist in which case the Artist or his or her estate shall retain all payment made and owed to the Artist and City of South Perth shall have the right to keep the approved Design and the Artwork, irrespective of the stage of completion of the Artwork.
6. If rain or inclement weather should force a cancellation of the event, payment refunds will be negotiated between parties.

**12. Non-Assignability**

1. Neither party has the right to assign this Agreement without the prior written consent of the other party.

**13. Relevant Law**

1. The law applicable to this agreement is the law of Western Australia

SIGNED ON BEHALF OF **THE ARTISTS**

**I have read the Terms of Agreement as indicated in detail within this document, and agree to uphold these terms.**

Name: Title/Position: Artist (Lead Contractor)

Signature:      Date:

SIGNED ON BEHALF OF **THE PRINCIPAL**

Name: Title/Position: Coordinator Cultural Development

Signature:      Date: