

Terms & Conditions

Art Trail SJ 2027

Winter Awakening

Purpose of the Art Trail SJ – Winter Awakening

Art Trail SJ is an open studio and exhibition experience which aims to celebrate and showcase the Shire of Serpentine Jarrahdale's vibrant creative community while encouraging visitors to explore the region during the June 2027 long weekend, specifically Saturday 5 June, Sunday 6th June and Monday 7th June 2027. The event supports local artists, businesses and tourism by creating opportunities for community connection, cultural participation and economic activity.

The Art Trail is a community-led initiative supported by the Shire of Serpentine Jarrahdale. The Shire provides governance, project support and marketing assistance, while the Working Group Committee, participating artists and host venues collaborate to deliver the event and create a memorable visitor experience.

Terms and Conditions

The following Terms and Conditions apply to all artists participating in the Serpentine Jarrahdale Open Studio Art Trail 2027 'Winter Awakenings'.

By submitting an Expression of Interest Application to participate in the Event, the applicant/artist acknowledges that they have read, understood and agree to comply with these Terms and Conditions.

1. Definitions

In these Terms and Conditions, the following definitions apply:

Shire is the Shire of Serpentine Jarrahdale.

Artist means an individual who submits an Application to participate in the Event and, where the Application is successful, includes that individual as a participating Artist

Art Studio Guide means the printed and digital Serpentine Jarrahdale Open Studios program produced by the Shire of Serpentine Jarrahdale, to be distributed prior to the Event for the purpose of public promotion.

Committee means the designated working group members assigned to manage the responsibilities associated with establishing the inaugural The Serpentine Jarrahdale Open Studio Arts Trail 2027.

Event means the Art Trail SJ 2027 themed 'Winter Awakenings' and all associated activities.

Host Venue means a studio, gallery, business, community facility, display home or other approved location where artwork is exhibited as part of the Event that is not an artist's studio.

Participation Fee means the fee payable by an applicant at the time of submitting an Expression of Interest Application to participate in the Event. Payment of the Participation Fee does not guarantee participation. Applicants whose Expression of Interest Application is unsuccessful will receive a full refund of the Participation Fee in accordance with these Terms and Conditions.

Studio means the address provided by the Artist for the purpose of the Event, as appears on the registration form. This space can be a studio, local business, exhibition or workshop space.

Visual Arts means original creative works produced in any medium approved by the Committee.

2. Eligibility & Selection Criteria

The following selection criteria apply to all applicants seeking to participate in the event:

- 2.1** Preference will be given to Artists who reside or operate within the Shire.
 - 2.1.1** Where places remain available, applications may also be considered from Artists residing or operating outside the Shire, at the discretion of the Committee.
 - 2.1.2** External Artists must exhibit at a studio or host venue located within the Shire.
- 2.2** Artists must practise visual arts or another creative discipline approved by the Committee.
 - 2.2.1** For the purposes of the Event, visual arts may include painting, drawing, printmaking, sculpture, ceramics, photography, textiles and fibre art, mixed media, jewellery, glass, woodwork, digital art and other comparable forms of original creative practice.
 - 2.2.2** Creative practices that are primarily performance-based, literary, musical or commercial in nature will not ordinarily be eligible unless specifically approved by the Committee as complementary to the Art Trail.
 - 2.2.3** The Committee reserves the right to determine whether a proposed practice is suitable for inclusion in the Event and to curate applications to support a diverse, balanced and high-quality Art Trail.
- 2.3** Artists under the age of 18 years must have the written consent of a parent or legal guardian. A parent or legal guardian must accept these Terms and Conditions on the applicant's behalf and be responsible for ensuring the applicant complies with all Event requirements.
- 2.4** Artists under 18 years of age, the parent or legal guardian must be present during public opening hours unless otherwise approved by the Committee.
- 2.5** The Committee reserves the right to approve or decline any application at its absolute discretion.

3. Applications and Participation Fees

- 3.1** Expressions of Interest Applications to participate in the Event must be submitted by 3.00 pm (AWST) on Friday, 27 November 2026. Late applications may be considered at the discretion of the Committee where places remain available.
- 3.2** A Participation Fee of \$100 must accompany each Application. Payment of the Participation Fee does not guarantee participation in the Event.

- 3.3** All applications will be assessed against the published selection criteria and curated by the Committee to ensure a diverse, balanced and high-quality Winter Awakening Art Trail event. The Committee reserves the right to approve or decline any application at its absolute discretion.
- 3.4** Applicants whose application is unsuccessful will receive a full refund of the Participation Fee.
- 3.4.1** Refunds will be processed within 14 days of applicants being notified that their EOI was unsuccessful.
- 3.5** Applicants whose EOI is successful will be deemed registered as participating Artists once their application has been accepted by the Committee. No further Participation Fee will be payable.
- 3.6** The Participation Fee is payable The Shire of Serpentine Jarrahdale.
- 3.7** Payment of the Participation Fee entitles participating Artists to:
- One (1) profile listing on the printed map.
 - One (1) profile listing on the Event website.
 - One (1) feature on the Event Facebook page.
 - Event signage for use during the Event.
 - Marketing and practical support throughout the Event.

4. Opening of the Artist's Studio

- 4.1** For the purposes of these Terms and Conditions,
- Designated Times means from 10am – 4pm on:
Saturday, 5 June 2027;
Sunday, 6 June 2027; and
Monday, 7 June 2027
- 4.2** By participating in the Event, the Artist agrees to have their Studio/Host Venue open to the public during the Designated Times.
- 4.3** The Artist, or a nominated representative, must be present at the Studio/Host Venue throughout the Designated Times.
- 4.4** If the Artist has any extenuating or unexpected circumstances that require the Artist to close their studio during the designated times, the Artist must notify the Project Lead Wendy Jeffrey as soon as possible - by phone in urgent situations, or otherwise in writing. Ph 0414 063 250 email: wendy@wendyjeffery.com

5. Acknowledgments and Undertakings

- 5.1** The Artist understands and agrees that the Committee, in its absolute discretion, may exclude the Artist from participating in the Event (or future events) for any breach of these Terms and Conditions.
- 5.2** The Artist understands and agrees that participation in the Event is at the Artist's own risk. The Shire and/or Committee is not liable for the success of the Event or for any loss, financial shortfall or other outcome arising from the Artist's participation.
- 5.3** The Artist acknowledges that the Application Fee is mandatory and non-transferable. The Application Fee is refundable only where an applicant's Expression of Interest Application is unsuccessful, in accordance with Clause 3.4. Once an applicant has been accepted as a participating Artist, the Participation Fee becomes non-refundable except where otherwise stated in these Terms and Conditions.
- 5.4** The Shire and/or Committee and the Artist acknowledge and agree that they are not partners and are not to act as representatives for the other.
- 5.5** The Artist acknowledges and agrees that participation in the Event does not guarantee any financial return, sale of artwork, visitor attendance, media exposure or any other commercial or promotional benefit. The Shire and Committee make no representation or warranty regarding the success of the Event or any outcome resulting from the Artist's participation.

6. Artist Obligations and Code of Conduct

Participating Artists play an important role in creating a positive experience for visitors, host venues and fellow participants. By participating in the Event, the Artist agrees to:

- 6.1** Conduct themselves in a professional, respectful and courteous manner when interacting with visitors, host venues, volunteers, Committee members, Shire representatives and fellow participating artists.
- 6.2** Comply with all applicable laws, regulations, workplace health and safety requirements, and any reasonable directions provided by the Shire or Committee in relation to the Event.
- 6.3** Maintain a safe, welcoming and accessible exhibition space for the duration of the Event and promptly notify the Shire or Committee of any circumstances that may affect visitor safety or the Artist's participation.
- 6.4** Display artwork and any official Event signage in accordance with the Event requirements and maintain sufficient artwork on display throughout the advertised opening times.
- 6.5** Maintain a record of visitor attendance numbers and provide this information to the Committee following the Event. Any collection of personal information from visitors must be voluntary, limited to what is reasonably necessary, and managed in accordance with applicable privacy legislation.
- 6.6** Report the total value of artwork sales made during the Event if requested, to assist with evaluating the economic impact of the Art Trail.

- 6.7** Complete a post-event participation survey to assist in evaluating and improving future Art Trail events.
- 6.8** Treat all participants, visitors and members of the community with respect and not engage in bullying, harassment, discrimination or any behaviour that may negatively impact the reputation of the Event.
- 6.9** Artists and Host Venues are encouraged to provide value-added creative experiences throughout the Art Trail, where appropriate, to enrich the visitor experience. This may include, but is not limited to, artist demonstrations, workshops, talks, interactive activities or other experiences that complement the Artist's practice or venue.

7. Host Venue Participation Requirements

The Host Venue arrangement is a private agreement between the Host Venue and the participating Artist. Neither the Shire nor Committee is a party to that agreement. All matters relating to the exhibition, handling, storage, insurance, sale or commission of artwork are the responsibility of the Host Venue and the Artist. The Shire and the Committee accept no liability for any dispute arising between the Host Venue and the Artist. The artists is responsible for ensuring the following:

- 7.1** Host Venues must display official Art Trail signage and promotional materials, as provided by the Shire or Committee, for the duration of the Event.
- 7.2** The Host Venue must be open to the public during the agreed opening days and times and provide reasonable access for visitors.
- 7.3** Artists must inform the Committee as soon as practicable of any issues that may affect the display of artwork, visitor safety or the venue's participation in the Event. The Committee may liaise with the Shire where assistance is required.
- 7.4** Host Venues must cooperate with the Committee and participating Artists to support the successful delivery of the Event. Where appropriate, the Committee will liaise with the Shire regarding operational matters.
- 7.5** Where a Host Venue facilitates the sale of artwork, the Host Venue and participating Artist are responsible for agreeing payment arrangements, any commission, collection of proceeds and transfer of artwork.

8. Reserved Rights

The Shire and Committee reserve the right to amend the Event, decline applications or remove venues that are considered unsuitable or unsafe.

9. Artist Warranties and Indemnities

- 9.1** The Artist warrants that all artwork, images and other materials provided for the Event are their own original work, or that they have obtained all necessary permissions, licences and consents to use them.

- 9.2** The Artist is responsible for ensuring that their artwork and participation in the Event do not infringe the intellectual property, copyright, moral rights or other rights of any third party.
- 9.3** The Artist indemnifies the Shire and the Committee against any claim, loss, damage, cost or expense arising from:
- a breach of these Terms and Conditions by the Artist;
 - any infringement of a third party's intellectual property or other rights arising from artwork or materials supplied by the Artist; or
 - any negligent or unlawful act or omission by the Artist or any person for whom the Artist is responsible in connection with the Event.

10. Intellectual Property

- 10.1** The Artist retains ownership of all intellectual property rights in their artwork.
- 10.2** The Shire retains ownership of Event branding, logos, promotional materials and other intellectual property created specifically for the Event.
- 10.3** Nothing in these Terms and Conditions transfers ownership of an Artist's artwork or underlying intellectual property to the Shire or Committee.
- 10.4** The Artist warrants they own, or have permission to use, all artwork and images submitted as part of the Event.

11. Insurance

The Artist must hold and maintain current Public Liability Insurance for a minimum of \$20 million for the duration of the Event and must provide a Certificate of Currency at the time of Application.

The Artist must provide a copy of Certificate of Currency before the Event commences.

- 11.1** Each Artist in a Collective Application must demonstrate compliance with this clause.

12. Health and Safety

- 12.1** The Artist is responsible for ensuring that their studio or Host Venue complies with all applicable Work Health and Safety legislation and any other relevant laws and regulations.
- 12.2** The Artist must identify and manage any reasonably foreseeable risks associated with their participation in the Event and take appropriate steps to provide a safe environment for visitors, volunteers and workers.
- 12.3** The Artist is responsible for the health and safety of any employees, volunteers or assistants engaged by them in connection with the Event.

- 12.4** The Committee may provide general health and safety guidance to participating Artists. Any such guidance is provided for information only and does not constitute a safety inspection, approval or certification of any Studio or Host Venue.

13. Signage

- 13.1** The Artist may display signage in accordance with the Shire's Local Planning policy including:
- Any signage is only displayed within the three weeks leading up to the Event.
 - The signage is removed within three days of the conclusion of the Event.
 - Signage cannot be located on a Main Road WA reserve without the consent of Main Roads.
- 13.2** The Artist must ensure that any signage displayed in connection with the Event does not pose a risk to public safety. Signage must not be placed over footpaths, obstruct driver sightlines, have sharp edges, be unsecured or otherwise positioned in a manner that may cause injury or damage to members of the public or property.
- 13.3** If, at any time during the Event, signage is found to be displayed in a non-compliant location, the Artist must remove the signage at their own cost.
- 13.4** Any reusable signage, or other reusable promotional materials supplied by the Shire remain the property of the Shire and must be returned in good condition by 30th June 2027, unless otherwise agreed in writing by the Shire.

14. Marketing

- 14.1** Artists grant the Shire and Committee permission to use submitted images, biographies and promotional information for marketing the Event.
- 14.2** Artist biographies, images and promotional material must be submitted as part of the Application.
- 14.3** Images must:
- be high resolution (minimum 300 dpi);
 - accurately represent the artwork to be exhibited;
 - be suitable for print and digital marketing.
- 14.4** The Shire and/or Committee may crop, resize or edit images and text for formatting purposes while maintaining the integrity of the artwork.
- 14.5** Artists will be credited wherever reasonably practicable.
- 14.6** Event branding, logos and promotional material supplied by the Shire may only be used for promoting the current 2027 Serpentine Jarrahdale Open Studio Art Trail unless otherwise approved in writing by the Shire.

15. Art Studio Guide and Advertising

- 15.1** The Shire will produce an official online Art Studio Guide and printed Trail Map to promote the Event. Each participating Artist will receive one standard profile listing, including an artist profile, venue details and an image, subject to the submission requirements and deadlines outlined in the application process.
- 15.2** Artists, host venues and local businesses may be invited to submit an Expression of Interest (EOI) to purchase additional advertising space within the Online Art Studio Guide, subject to availability.
- 15.3** Advertising EOIs will be assessed by the Committee and approved at its discretion. Preference may be given to advertisements that support the objectives of the Art Trail, including:
- promoting local creative businesses, events or services;
 - supporting the visitor experience during the Art Trail; and
 - complementing the overall content of the Art Studio Guide.
- 15.4** Applicants whose advertising EOIs are approved must comply with any artwork specifications, submission deadlines, terms and conditions and advertising fees advised by the Shire.

16. Force Majeure

- 16.1** For the purposes of these Terms and Conditions,

Force Majeure Event means:

Any occurrence, event or omission that could not reasonably have been seen or prevented and as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and which is beyond the reasonable control of that party. This may include, but is not limited to natural disasters, pandemic, public health emergency, government direction, war, civil unrest or other emergency.

- 16.2** Where the Event or parts thereof are prevented, rendered impossible or unfeasible by reason of a Force Majeure Event the Committee may cancel or suspend the Event.
- 16.3** Where the Event or parts thereof are cancelled or suspended under this clause, the parties agree that there shall be no claim in damages by either party and, in the event of cancellation any obligations under these Terms and Conditions shall be waived.

17. Compliance and Withdrawal

- 17.1** The Committee may remove a participant from the program for breaches of these Terms and Conditions.
- 17.2** Once an applicant has been accepted as a participating Artist, no refund of the Participation Fee will be provided where the Artist withdraws, fails to attend or is removed from the Event due to non-compliance with these Terms and Conditions.
- 17.3** The Committee and/or Shire reserves the right to amend or adjust the program elements as required.

18. Governing laws

The Artist agrees to comply with all applicable State and Commonwealth laws, local laws, rules, regulations and by-laws.