

Artist Application – Terms & Conditions

1. Welcome

Thank you for your interest in exhibiting in the inaugural Biennial Exhibition at Perth Sky Sculpture Park (PSSP).

PSSP is a community-led, not-for-profit contemporary sculpture park at the Perth Observatory (Observatory) located at 337 Walnut Road, Bickley, Western Australia. The Observatory is just 25 kilometers east of Perth and set within a heritage-listed precinct and sensitive native bushland environment.

The Management Subcommittee for the PSSP is established as a delegated body of the Perth Observatory Volunteer Group (POVG).

These Terms & Conditions are intended to be clear, respectful, and fair, to support artists in making informed decisions about their participation, while ensuring public safety, environmental care, cultural respect, and the long-term success of PSSP.

By applying, you confirm that you have read and agree to these Terms & Conditions. Selected artists will be required to enter into an Artist Agreement outlining exhibition-specific details.

2. Alignment with Perth Observatory Volunteer Group

PSSP is delivered in close partnership with the Perth Observatory Volunteer Group (POVG), who play a vital role in the stewardship, interpretation, and day-to-day operation of the Observatory site.

Artists acknowledge that PSSP operates within:

- a heritage-listed scientific site;
- active observatory infrastructure and night-time astronomy programs;
- areas of cultural significance and existing artworks; and
- a sensitive native bushland environment.

Artists acknowledge that:

- the site functions as an active public facility supported by volunteers, educators, and astronomy programs;
- artwork installation, placement, and access must align with operational, safety, heritage, and night-time use requirements; and
- coordination with POVG representatives may be required before, during, and after installation.

Artists are expected to:

- respect all cultural, heritage, and environmental considerations;
- avoid ground disturbance unless expressly approved; and
- work collaboratively and respectfully with PSSP staff and POVG volunteers.

Final artwork siting is determined by the Head Curator and the Site Installation Manager in consultation with artists, engineers, cultural advisers, and site stakeholders.

3. Noongar Cultural Protocol

PSSP acknowledges that the Observatory is located on Whadjuk Noongar Country and recognises Noongar people as the Traditional Custodians of this land.

PSSP is committed to respectful cultural engagement. Artists are expected to:

- act with cultural respect and sensitivity;
- avoid unauthorised use of Noongar language, stories, symbols, or cultural knowledge;
- engage in consultation where a proposed artwork draws directly on Aboriginal culture, history, or narratives; and
- respect areas, artworks, or stories identified as culturally significant.

Where appropriate, PSSP may facilitate or recommend cultural advice. The inclusion of Aboriginal perspectives will always be guided by consultation, consent, and cultural authority.

4. Site Map & Available Locations

PSSP is set within the Observatory's 13-hectare native bushland site, incorporating heritage-listed buildings, telescope domes, pathways, and nature trails. The Observatory's minimalist international style architecture and consistent palette of whites and greys provide a distinctive backdrop for sculpture.

Artworks may be located throughout the site, including within heritage-listed buildings and telescope domes where appropriate, noting the below:

- stand-alone artworks may be located in clearings or beside pathways, provided they do not impede traffic flow or impact existing flora;
- where engineered bases or ballast are required, works should be resolved above ground using drop-in concrete plinths or heavy steel plates; and
- artworks may be located on designated concrete platforms or suspended from the Lowell Tower or other external building walls using engineered grapple hooks only (no drilling or surface disturbance permitted).

The Meridian Dome can accommodate small to mid-scale artworks.

The Worl Wangkiny Dome, which features murals depicting women's and men's Indigenous sky stories painted by local Whadjuk artists, and the areas immediately surrounding it, are reserved for artworks by Aboriginal and Torres Strait Islander artists within Australia (see Clause 3).

Clearways, assembly areas, and lawned areas used for Astronomy Night Sky Tours will be marked and unavailable for artwork location.

PSSP encourages artists to discuss proposed sites and installation approaches with the curatorial team where clarification may assist the development of an application.

5. Eligibility & Suitable Works

PSSP welcomes proposals from Australian and international artists working across all forms of contemporary sculptural practice. This includes permanent and temporary works, installations, wall-based works, and ephemeral works, subject to site suitability and operational considerations. Applications will only be accepted from artists aged 18 years or older.

Each application to exhibit in the biennial attracts a non-refundable fee of \$50.00, with a reduced fee of \$40.00 for a second submission (exclusive of GST).

Artworks submitted for consideration may include:

- new works;
- site-inspired or environmentally informed works; or
- previously exhibited works.

Applications are subject to the following conditions:

- all artworks must be original and the intellectual property of the submitting artist(s);
- only artworks detailed on the entry form will be accepted;
- any changes after selection must be approved by the Head Curator to ensure consistency with the assessed proposal and site requirements; and
- artists may apply for both Outdoor or Small Artworks, with up to two submissions per category.

Outdoor Artworks

- artists may submit up to two works for consideration;
- collaborative works are eligible, provided all collaborators are listed;
- selected artworks must remain on display for the exhibition period, which may extend up to a maximum of 22 months, unless sold;
- sold artworks must remain on display for at least one month from the exhibition opening;
- where a site becomes vacant due to sale or other means, the artist may be invited to propose a replacement work, subject to curatorial approval;
- must be capable of withstanding local environmental conditions for the 22 month period;
- must be appropriate for a broad public audience, including children; and
- must be safe, durable, non-discriminatory, and suitable for the site.

Small Artworks

- artists may submit up to two works for consideration;
- collaborative works are eligible, provided all collaborators are listed;
- Small works will be displayed indoors for a minimum of two weeks;
- sale of Small Artworks will continue during the exhibition period and will be rotated through from storage to display area depending the available display area;
- Works must be plinth-based or ground-based;
- a recommended weight limit of 50kg applies;

- Works exceeding 50kg must be discussed with the Head Curator prior to submission, and additional installation costs may apply; and
- dimensions must not exceed 90cm × 60cm × 60 cm, measured in any orientation.

Previously Exhibited works

- Previously exhibited artworks are accepted for consideration on the condition that they are presented in an exhibition-ready, sale-ready state. All works must be structurally sound and visually consistent with their original presentation. Artists must inspect all structural elements prior to exhibition and complete any required maintenance, repair, or refurbishment before installation.

PSSP reserves the right to deem works ineligible where concerns cannot be reasonably addressed.

6. Selection & Curatorial Process

All submissions are reviewed by a Curatorial Panel, which may include artists, architects, gallery directors, art consultants, art educators, art writers, local government representatives and cultural advisers.

Selection is based on artistic merit, site suitability, safety, feasibility, and alignment with the PSSP vision.

Artists will be notified of the outcome of their application by email. Curatorial decisions are made collectively and are final. Any actual, potential or perceived conflicts of interest will be declared and appropriately managed.

Selected artists may be contacted by the Head Curator and/or the Site Installation Manager to discuss proposed and final artwork locations. If it is deemed that there is a requirement for independent engineering advice or certification, this is to be arranged at the artist's cost.

Where engineering certification is required, PSSP may decline installation until appropriate certification from a suitably qualified professional is provided at the artist's cost.

7. Artist Awards

PSSP will seek sponsorship for awards, including but not limited to:

- acquisitive awards;
- non-acquisitive awards; and
- special commendations.

City of Kalamunda acquisitive awards will be permanently installed within the City's public realm.

Where an artwork is acquired:

- Ownership transfers as outlined in the Artist Agreement; and
- Payments will be made within the timeframe outlined in these Terms and Conditions and the Artist Agreement.

8. Artist Subsidies, Material, Freight & Installation Support

Each biennial exhibition PSSP will seek to generate artist subsidies for material, freight or installation, many of which will be finalised throughout the year.

Please note that artists do not need to apply separately for any available subsidies, and the availability of subsidies may vary between biennials.

Artists will be notified directly of any subsidies and sponsorships once confirmed.

9. Exhibition Support & Sponsorship

To support extended exhibition periods, PSSP will seek sponsorship, grants, and philanthropic contributions. New sponsors that are secured in the lead up to the biennial will be communicated to artists.

If any exhibiting artist have concerns about particular corporate sponsors they should bring it to the attention of PSSP.

10. Transport, Installation & De-installation

Artworks should be fabricated and installed to a high standard, and suitable for long-term outdoor exhibition.

Artists are responsible for transport, customs clearance (where applicable), installation, and de-installation costs unless otherwise agreed.

PSSP have a list of preferred sculpture transport installation professionals, Hiab/crane operators that can be utilised. Artist's own contractors will have to be approved by the Site Installation Manager.

All artists and assistants must comply with site safety requirements, certifications, and approved installation methods. Artworks must not cause environmental impact.

PSSP will provide advice on installation methodology and offer limited logistical support subject to availability. Some onsite machinery, tools and equipment can be made available subject to availability and applicable on-charges, details of which will be provided to approved artists.

International and Interstate artists will be offered limited onsite storage for crating/stillages.

At the end of the display period:

- artworks must be removed within the agreed timeframe;
- sites must be returned to original condition; and
- unclaimed works may be stored, relocated, or disposed of in accordance with applicable law.

Where an artwork is sold, the buyer must take possession within 30 days of notification unless otherwise agreed. If collection is delayed, reasonable storage or handling costs may be charged.

Where artworks are not collected following the exhibition, PSSP may, after providing reasonable written notice to the artist, arrange storage at the artist's cost or dispose of the artwork in accordance with applicable law.

11. Maintenance During Exhibition

Artists are responsible for maintaining artworks in a safe and presentable condition and will be managed collaboratively between the Artist and PSSP. Artists are encouraged to carry out cleaning and minor maintenance. Artists who are unable to assist should liaise with PSSP to arrange a suitable alternative.

Additionally, artists will be required to provide a Maintenance Guide which includes a maintenance schedule and emergency contact details.

PSSP reserves the right to undertake essential maintenance or remove unsafe artworks.

12. Artist Responsibilities & Community Engagement

PSSP is a volunteer-led organisation committed to community access and long-term cultural legacy.

Artists are encouraged to participate in openings, talks, tours, and education programs, and to maintain up-to-date contact details.

13. Insurance, Risk & Liability

Artworks are exhibited at the artist's own risk. POVG holds public liability insurance for site operations and event management but does not insure individual artworks against loss, theft, or damage.

Artists are responsible for arranging and maintaining appropriate insurance for their artwork, including during transit, installation, exhibition, and de-installation.

Selected artists exhibiting outdoor works must, prior to installation, provide a current Certificate of Currency for Public Liability Insurance with a minimum cover of AUD \$20,000,000.

Where applicable, artists must also maintain Products Liability and Personal Accident insurance appropriate to the nature of their work and installation activities.

PSSP reserves the right to request updated insurance documentation at any time during the Exhibition Contract Period.

Nothing in this clause limits PSSP's right to take immediate action to ensure public safety, including securing or removing an artwork where a risk to the public, site, or volunteers is identified.

13A. Artist Indemnity

The artist indemnifies PSSP and POVG against any loss, damage, liability or claim arising from the artwork or the artist's acts or omissions, except to the extent caused by the negligence of PSSP or POVG.

14. Sales, Commission & Exclusivity

Unless otherwise stated, artworks must be offered for sale during the exhibition period, noting the below:

- PSSP acts as **agent for the artist**;
- any sales enquiry relating to an exhibited artwork during the Exhibition Contract Period must be referred to PSSP;
- **35% commission plus GST** applies where PSSP facilitates a sale;
- all sale prices must be in AUD, inclusive of commission and GST where applicable;
- artists registered for GST must issue a valid tax invoice;
- artists not registered must declare this clearly;
- Award amounts are exclusive of GST where applicable; and
- payment to the artist will be made within **60 days** of cleared funds.

These conditions apply equally to all participating artists and are intended to provide clarity and consistency across the exhibition.

Possession & Buyer Documentation

All risk remains with the artist until possession of the artwork is taken by the buyer.

Artists must supply a Maintenance Guide and reasonable artist guarantee to the buyer.

Secondary Exhibitions & Touring (Western Australia)

- Where PSSP arranges for artworks to be exhibited at another location or gallery within Western Australia following the Perth Observatory exhibition, the same total **commission of 35% plus GST** will apply for the duration of that exhibition, inclusive of any gallery or agent commission share.

Exhibition Contract Period & Exclusivity

Artworks are exclusively for sale through PSSP from installation for **24 months** (22-month exhibition period plus two months post-deinstallation).

During the exhibition period, should PSSP negotiate the sale or commission of an additional artwork on behalf of an artist, then this will attract a **35% plus GST commission**.

15. Publicity, Media, Copyright & Image Use

Artists may promote participation but must obtain approval before issuing press releases or major campaigns.

PSSP may photograph and film artworks for documentation and promotion, crediting artists wherever possible.

Artists retain copyright. Commercial licensing beyond promotional use requires artist consent.

Artists are encouraged to post on their own social media platforms about the exhibition, and it is requested to tag and mention PSSP.

16. Signage & Attribution

PSSP will provide consistent signage throughout the exhibition. Additional signage or branding requires prior approval.

17. Program Changes & Force Majeure

PSSP may adjust schedules, close areas, or remove artworks due to safety, environmental, or unforeseen circumstances, including bushfire risk, extreme weather events, government orders, or site closures.

18. Disputes & Governing Law

Disputes will be resolved in good faith through discussion or mediation. These Terms & Conditions are governed by the laws of Western Australia.

To the maximum extent permitted by law, PSSP and POVG are not liable for any indirect or consequential loss suffered by an artist, including loss of profit or opportunity. Except where liability cannot be excluded by law, PSSP's total liability arising in connection with an artist's participation in the exhibition is limited to the total application fees paid by that artist.

19. Acceptance

By submitting an application, artists confirm that they:

- have read and understood these Terms & Conditions;

- agree to enter into the Artist Agreement with PSSP;
- agree to participate in PSSP under these conditions;
- will work collaboratively and respectfully with PSSP and its partners.

Failure to comply with these Terms & Conditions may result in forfeiture of subsidies or awards and removal from the exhibition.