

## TERMS & CONDITIONS

### Background

**A.** The Queanbeyan-Palerang Arts Trail involves galleries, artist studios, and other creative spaces in the Queanbeyan-Palerang Regional Council (QPRC) local government area opening to the public and showcasing artists' work and creative endeavours over 3 weekends in October. In 2024, we invite venues and artists to consider a broad range of creative offerings, including but not limited to: visual arts, music, moving image, spoken word, literature and performing arts.

- Braidwood - October 5 & 6
- Bungendore - October 12 & 13
- Queanbeyan - October 19 & 20

NOTE: other localities within the QPRC LGA such as Captains Flat, Nerriga, Araluen, Majors Creek and Burra, can choose which weekend they wish to align with.

**B.** QPRC's role is to support and promote the Queanbeyan-Palerang Arts Trail program, acting as a central point of contact and promotion for the broader Arts Trail event program

**C.** The role of galleries, studios, venues, and artists is to facilitate their own individual event and sales, as part of the broader Arts Trail event program.

**D.** The primary purpose of the Arts Trail is to draw visitation to the QPRC LGA and promote our creative industries thereby supporting artists, galleries, performance venues, restaurants, cafes and hotels in our region.

### Roles and Obligations

#### **1. QPRC will provide...**

- Co-ordination of the overall event administration and marketing, through and by QPRC's Culture & Arts and Tourism team members.
- An integrated marketing campaign for the Arts Trail anchored by dedicated pages at [treasuretrail.com.au](http://treasuretrail.com.au), which will receive traffic from a combination of digital, print and/or broadcast advertising
- QPRC will appoint a photographer to record still and/or video imagery of some artists and their venues. Selected artists will be chosen based on content already held in our assets library, as well as the location and timing of the photo shoot. This content will be used to promote the Arts Trail and other arts, cultural and tourism activities of QPRC.

#### **2. The Gallery/Studio/Venue/Artists will...**

- Register their intention to participate via our online portal, supplying all requested information by the registration due date 12.00am (midnight) 1 September 2024.
- Have their venue open to visitors on their nominated days and times of the Arts Trail, as indicated on the application form.

**For any questions regarding this document please email**

**[Cultural.Services@qprc.nsw.gov.au](mailto:Cultural.Services@qprc.nsw.gov.au)**

- Engage in personal promotion of their participation in the Arts Trail and use only approved QPRC or supplied Treasure Trail branding (logo) on all material advertising their participation in the event.
- Give permission for Arts Trail signage on their property and display Arts Trail signage clearly to assist visitors in finding their venue.
- Be prepared to engage with visitors and ensure the public are not exposed to risks to their health or safety while at the artist's venue; and comply with Appendix document A – Studio/Gallery/Venue Checklist in so far as it relates to your studio/venue.
- Artist Participants undertake to have enough artwork on display for the duration of the Arts Trail to ensure a good visitor experience.
- Gallery and other Venue Participants undertake to have a value-add experience other than their usual offering for the duration of the Arts Trail to ensure an additional visitor experience.

### **3. Insurance**

Participating galleries, artist studios and performance venues must...

- Be covered by public liability insurance for a minimum of \$10 million for this event and supply proof of that cover when registering to participate or when requested to do so.
- Allow access for QPRC officers who may need to carry out a safety inspection of their gallery/studio as a condition of entry. Council reserves the right to refuse entry into the Arts Trail based upon this inspection.

### **4. Indemnities and Releases**

- The Artist indemnifies and releases the QPRC against liability or loss arising from, and cost incurred in connection with damage, loss, injury or death caused or contributed to by the Galleries / Artist's / Venue's negligent act, omission or default, except to the extent that it is contributed to by the Council's negligent act, omission or default.

### **5. Term of agreement**

- These Terms and Conditions apply only to the 2024 Queanbeyan-Palerang Arts Trail event, dates as listed in A. of Background information.

### **6. General**

- QPRC and the Artist will cooperate and act in good faith with each other in relation to the implementation of these Terms and Conditions.
- Each party will do all things reasonably required to carry out and give effect to these Terms and Conditions and the rights and obligations of the parties under it.
- If a QPRC photographer visits an event or studio, please provide the photographer with the relevant gallery/ artist/ studio/ artwork details to have the images appropriately accredited.
- QPRC may use supplied information, including descriptive text and images, and other publicly available details (e.g. from your website, social media channels etc.) to market the event across digital, print and/or broadcast, including creating a listing on the Australian Tourism Data Warehouse and supplying content to Destination NSW and/or media. This content may be used for marketing in future QPRC activities.

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