

BEAMS Arts Festival - Terms and Conditions

BACKGROUND

A: BEAMS Arts Festival is a multi disciplinary arts festival that aims to revitalise the arts community and re-imagine the possibilities for our city through collaborative innovation. This year's major theme is Spirit – embracing works that explore the invigoration of the communities and spaces we thrive in by touching on something intangible and ineffable that affects us deeply.

B: BEAMS Festival is owned by The Chippendale Creative Precinct, a not-for-profit Incorporated Association (ABN 20 217 660 442).

C: The BEAMS Festival is planned for Saturday 17 September, 2016 (5pm-10). This however is subject to change.

D: The signatory is engaged for the Work on the terms of this agreement.

E: The parties agree that the mutual promises in this agreement are under sufficient and valuable consideration.

1 SPACE AND EQUIPMENT

1.1 The Signatory must:

(a) Complete the Work to the reasonable satisfaction of the BEAMS Arts Festival Curatorial Team;

(b) Comply with the BEAMS Arts Festival Curatorial Team's reasonable directions, on all matters in this agreement including the use of any venue and occupational health and safety matters.

(c) Provide all Technical Requirements to the BEAMS Arts Festival Curatorial team in accordance with time frames as set out via email.

1.2 The BEAMS Arts Festival Curatorial Team will endeavour to supply appropriate space and technical assistance to enable the Signatory to comply with the Signatory's obligations under this agreement. Where the BEAMS Arts Festival Curatorial Team fails to do this, BEAMS will not be liable for the artist failing to comply with these obligations.

1.3 The signatory must ensure that the Work does not:

(a) Damage the reputation of the BEAMS Arts Festival; or

(b) Contain material that is defamatory.

1.4 The signatory must not damage any location, venue or equipment that is the subject of this agreement.

1.5 The Signatory is responsible for ensuring that their work is removed from the Festival at the conclusion of the Festival in a safe and efficient manner.

2 DOCUMENTATION AND BROADCASTING

2.1 The Signatory agrees that BEAMS is authorised and entitled to Document the Work.

2.2 BEAMS is entitled to Broadcast or use any Recording involving the Work, throughout the world, in order to promote BEAMS or the Work and for archival purposes. Promotion may include use of the World Wide Web and social media sites such as Facebook, Twitter, Pinterest and Instagram.

2.3 The Signatory agrees that BEAMS is not authorised or entitled to Broadcast any Recording for any purposes other than those stated above unless the Signatory agrees in writing.

2.4 The Signatory's Moral Rights will be upheld as under the Australian Copyright Act (1968).

3 PUBLICITY

3.1 The parties acknowledge that BEAMS is responsible for Publicity.

3.2 The Signatory agrees to notify BEAMS should they engage in any Publicity before such engagement takes place.

3.3 The Signatory must supply any material reasonably requested by BEAMS for the purposes of Publicity within a timely fashion. The Signatory agrees that BEAMS is entitled in its absolute discretion to adapt that material for Publicity.

3.4 The Signatory must do all things that are fair and reasonable and at the direction of BEAMS to assist in the Publicity, including Additional Appearances.

4 SPONSORSHIP

4.1 The Signatory must not arrange or be involved in sponsorship in relation to the Work without BEAMS' prior written consent.

5 INTELLECTUAL PROPERTY

5.1 The Signatory must not infringe a third party's Intellectual Property Rights and Moral Rights in respect to the Work. The Signatory must obtain all permissions from owners of any Intellectual Property Rights in respect of the Work.

5.2 The Signatory licenses to BEAMS the right to use, to the extent necessary, all materials made available by the Artist/s to BEAMS, including all Intellectual Property Rights owned or licensed by the Signatory in those materials, for Publicity, Recording and Broadcasting in accordance with this agreement.

5.3 The Signatory retains all Intellectual Property Rights in the Work, subject to the licenses and consents granted to BEAMS under this agreement.

6 INDEMNITIES AND LIABILITY

6.1 The Signatory indemnifies BEAMS in full immediately on demand in respect of any claim, damage or loss or demand arising directly or indirectly or in relation to:

(a) The negligence of the Signatory or the negligence of Signatory's contractors, employees or agents;

(b) Any breach of this agreement;

(c) Any tax or charge imposed under any law, normally payable or remitted by Signatory or Signatory's contractors;

(d) Any law breached by the Signatory, including without limitation, any industrial law, regulations, by-laws and noise control guidelines; and

(e) Any breach of a third party's Intellectual Property Rights in respect of any aspect of the Work.

6.2 The BEAMS Festival and its agents will exercise all reasonable due care with the approved Work to be included in the Festival, but will not be responsible for any loss or damage suffered to any Work while in transit or at the Festival location.

7 CANCELLATIONS

7.1 BEAMS has no obligation to pay any amount to or for the Signatory if the Work is cancelled by BEAMS or the Signatory withdraws the Work from the Festival program, in either case, for any reason including inclement weather.

7.2 It is a condition of this agreement that the Signatory must give at least one month's notice of cancellation, and that they refund in full any amount that may have been paid to them by BEAMS within seven days of notice of cancellation.

8 PAYMENT

8.1 As the festival continues to grow, it is our aim in future years to be in a position to fund and support all participants in BEAMS. However, this year, this will not be possible due to lack of sponsorship. Should we be in a position to offer any financial support, this will be at the discretion of BEAMS. Should such expenses be approved the Signatory agrees to provide BEAMS (within one month following the date of the Festival) with invoices or receipts supporting their expenses prior to any payment being made. All payments made to Signatory will be at the discretion of BEAMS.

GENERAL TERMS

8.2 This agreement can be varied only by a document signed by both parties.

8.3 This agreement supersedes all previous negotiations, understandings, representations and agreements.

8.4 A waiver or a breach of a clause or provision of this agreement does not constitute a waiver of the whole of this agreement.

8.5 Clauses relating to Intellectual Property survive termination of this agreement.

8.6 Schedule 1 forms part of this Agreement

9 GOVERNING LAW

This agreement is governed by the law of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.