



Byron Shire Council

Public Art Guidelines and Criteria

October 2014

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Further Document Information and Relationships

Related Legislation*	
Related Policies	Public Art Policy 10/011 (DM1038499) Cultural Policy 3.42 (DM801769)
Related Procedures/ Protocols, Statements, documents	Public Art Assessment Panel (PAAP) Constitution (DM1256273) Youth Strategy and Action Plan 2011-2015

Note: Any reference to Legislation will be updated in the Policy as required. See website <http://www.legislation.nsw.gov.au/> for current Acts, Regulations and Environmental Planning Instruments.

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1 Overview

This document is a guideline to implement Council's Public Art Policy. It provides a framework for assessing public artwork proposals for the Byron Shire. In developing this document Council has adopted best practice approaches that are implemented by local governments across Australia. Particular reference has been made to the National Association for the Visual Arts Code of Practice, Arts Law resources, and the Government of *South Australia's Public Art Making it Happen* document which provides commissioning guidelines for local government.

Proposed installations of commissioned, permanently donated or temporarily loaned art must be properly reviewed to ensure that they comply with Byron Shire Council policies, are culturally appropriate and placed in suitable locations.

2 Purpose

The purpose of the Guidelines & Criteria is to establish standards and procedures for the selection, installation, maintenance and decommissioning of permanently donated, temporarily loaned and commissioned public art within the Byron Shire, as per Council's Public Art Policy.

Where public art is included in other Council-run projects, the Public Art Assessment Panel play a consultative role around locations and other considerations, for example, the annual Youth Arts Project or incorporating public art into street upgrades.

3 Scope

Art work subject to the Guidelines may include, but is not limited to, sculptures, bronzes, paintings, murals, mosaics, and other approved design elements and pieces installed in Council public places, and Council-owned buildings around the Byron Shire.

4 Defining Roles and Responsibilities

The process of developing public art works for a community often involves a partnership between a number of entities. For the purpose of this policy, the following potential stakeholders have been identified and their associated roles and responsibilities defined:

4.1 Council

The role of the Byron Shire Council is to develop, manage, coordinate, and preserve Public Art resources. To assist in the role council may work in consultation with a Public Art Assessment Panel. Council may look for opportunities to incorporate the inclusion and integration of public art when considering future infrastructure and asset improvements and/or development.

4.2 Public Art Assessment Panel (PAAP)

The Public Art Assessment Panel (PAAP) is convened as required. The role of the panel is to assess public art proposals/projects. Representation on the committee will include Councillors, Council staff, community artists and interested community representatives (e.g. historical group, neighbourhood etc) including a representative from the Bundjalung of Byron Bay (Arakwal) Corporation. The Public Art Assessment Panel Terms of Reference document E2013/29662 provides a framework for the operation of the PAAP.

4.3 The Artist

The role and responsibilities of the artist need to be clearly defined during establishment of the project brief. Primarily the role of the artist will be to undertake the following:

- Where Council commissions artwork, respond to issues defined in the brief, such as interpreting history or responding to local community values
- Develop, donate or temporarily loan their artwork
- Be available as required to assist with community consultation processes
- Liaise with engineers/fabricators in the design and costing of the artwork
- Consider risk management and assessment issues
- Manage fabrication and installation with subcontractors
- Work in collaboration with other artists or design professionals, such as architects; and
- Develop a maintenance plan for the artwork and undertake project evaluation.

4.4 The Curator

A curator will be contracted for special projects by Council on a case by case basis. The curator's responsibilities may include:

- Examining items to determine condition and authenticity
- Identify and classify artwork
- Keep and maintain records about all items
- Work in collaboration with artists and other Council staff or subcontractors regarding the placement of artwork.

4.5 Community involvement

Public art opportunities may be identified and proposed to Council by community organisations or individuals who seek Council support or endorsement. Council acknowledges the community's role in identifying and initiating public art projects and will work consultatively with the community to ensure proposals relate to the nature of the site and in line with Council's *Public Art Policy*, these guidelines and other council requirements.

All proposals for public art intended for Council managed land must be submitted to the Public Art Assessment Panel (PAAP). Proposals are to be submitted in writing in accordance with Council's Public Art Policy. Prior to submitting the proposal to the PAAP, relevant Council officers may undertake preliminary consultation with key stakeholders to determine the appropriateness and feasibility of the proposal. The proposal will be presented at the first available PAAP meeting for assessment and recommendation. Preference will be given to proposals which contain detailed budgets and written confirmation of the availability of adequate sources of funding. Public art proposals that are not accepted by the PAAP will be notified in writing (*Appendix 2*).

4.5.1 Institutions and organisations

Byron Shire Council acknowledges its ongoing relationship with Arts Northern Rivers, TAFE, Southern Cross University, Byron Youth Service and Accessible Arts. There may also be an opportunity to form new relationships, for example, with Byron Community College which holds classes in visual arts and crafts.

4.5.2 Community art

Byron Shire Council will explore new opportunities to work with street artists, especially in areas where there are high levels of graffiti. This will include heritage and preservation implications of significant street art. For example, Council may undertake consultative place-affirming projects to identify places of special local significance and settings for community activities.

Council has a responsibility to ensure the proposal, consideration and approval process is properly resourced, artwork is appropriately integrated into the chosen space, all WH&S requirements are met, a risk management assessment has been completed and all work meets budget and timeframe requirements.

4.5.3 Indigenous Art

Art is an important expression for Indigenous people and provides an opportunity for them to reflect on their heritage as a way of ensuring Indigenous culture is continued. Indigenous public art provides professional art opportunities to powerfully express this continuation of culture and an opportunity for the Byron Shire community to acknowledge and celebrate its cultural heritage.

Byron Shire Council acknowledges the traditional owners of Byron Shire, the Bundjalung of Byron Bay—Arakwal people. Council also acknowledges the people and the wider Bundjalung Nation and their connection to the land. Opportunities for artists from the Bundjalung of Byron Bay—Arakwal people will be fairly represented in displays of public art throughout the Shire. Council will work closely with the traditional owners and relevant stakeholder groups to ensure Aboriginal stories will be weaved into the fabric of the region.

The Bundjalung of Byron Bay (Arakwal) Corporation manage a community space in the Byron Bay Regional Library where high profile contemporary Indigenous public artworks will be displayed in the Arakwal Room. Indigenous Art exhibitions will also be on display during NAIDOC Week.

A Cultural Centre at Byron Bay is in the preliminary planning phase and may include displays of public art.

Byron Shire Council will seek to promote further opportunities for the professional development of local Indigenous artists including exhibition opportunities, annual art prizes, and mentoring programs.

A representative from the Bundjalung of Byron Bay (Arakwal) Corporation Inc will sit on the Public Art Assessment Panel (PAAP). Advice will be sought in relation to significant new artwork as part of new development projects which reflect traditional land owner's culture and heritage.

5 Public Art Process

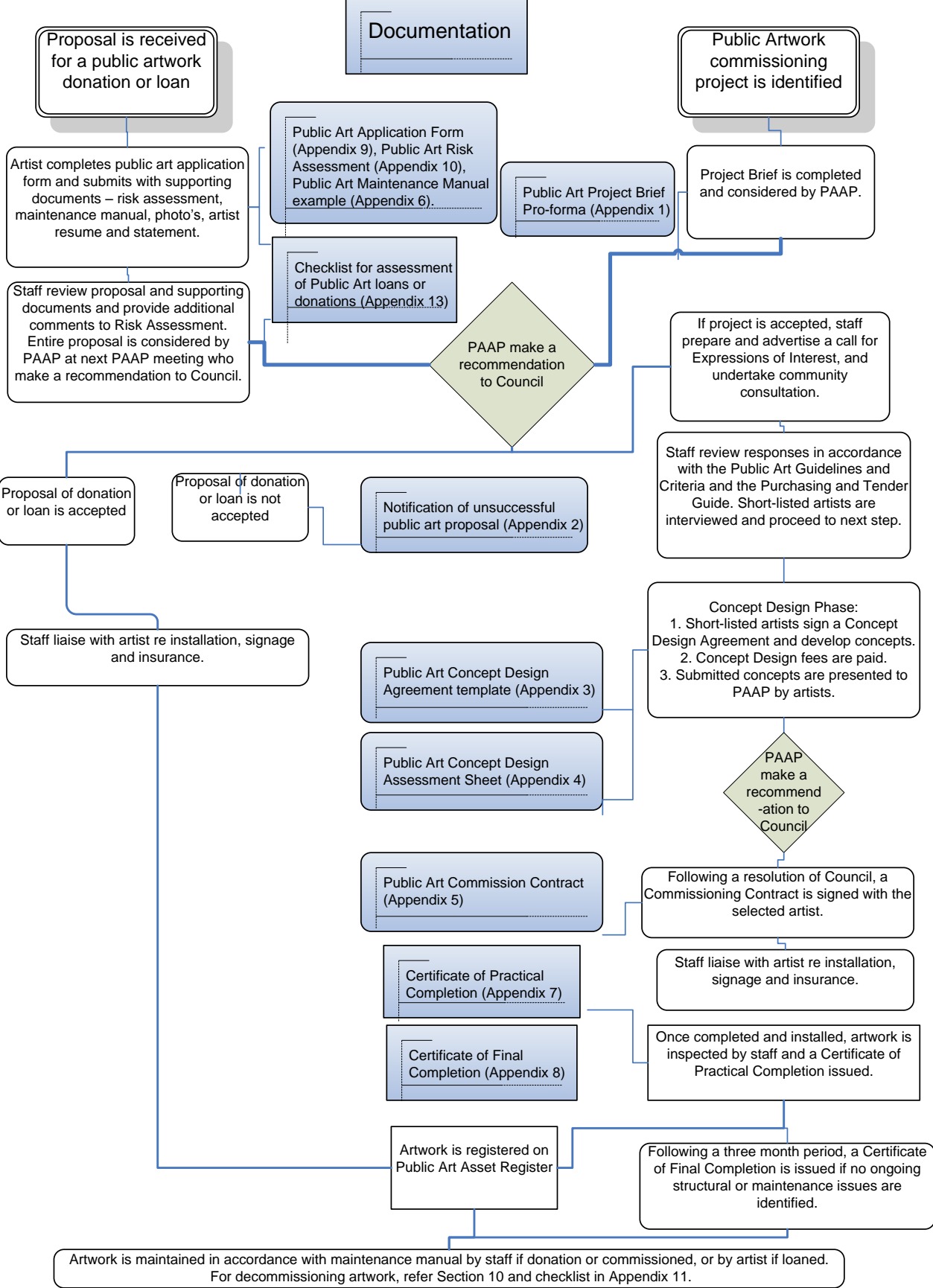
5.1 Public Art Process Overview

The following flow chart describes graphically the processes to be followed when implementing the *Public Art Policy*.

Public Art Flowchart

Process for donation or loan

Process for commissioning artwork



6 Commissioning Process (for projects valued at more than \$5,000)

In determining appropriate public art works for the Byron Shire, the Council will implement the following 3 tiered process. This process applies to open competition commissions as well as direct commissions where Council determines it appropriate to commission an artist to develop public art. The guidelines for commissioning public art will also be implemented by the Public Art Assessment Panel (PAAP) when evaluating and assessing public art gift proposals and bequests.

Public Art Commission Structure

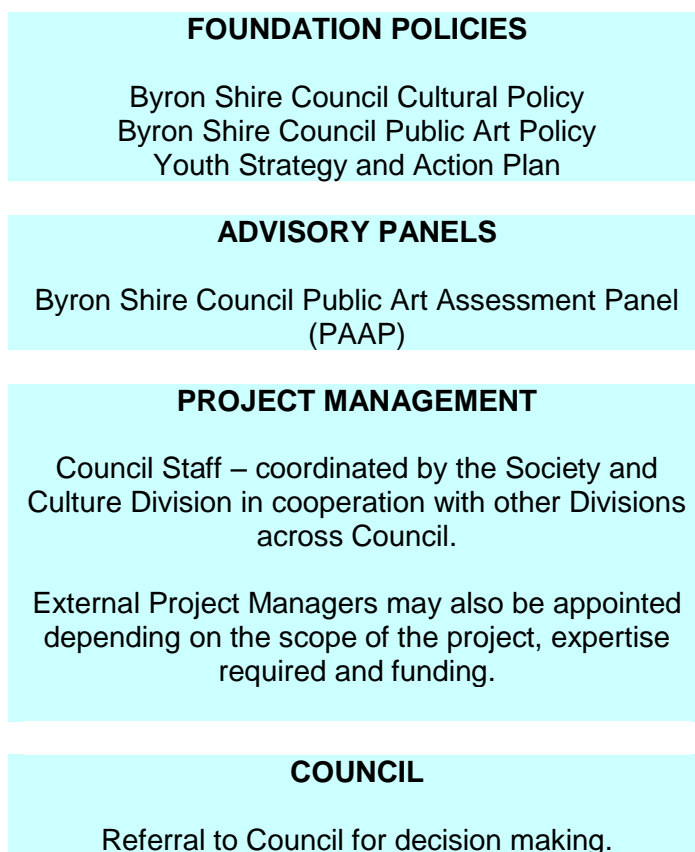


Table 1 below outlines the steps in the public art commissioning process for Byron Shire Council.

Table 1: Basic Commissioning Process

Project Initiation and Development	Step 1: Initiation of art project	Public Art Project Brief Appendix 1 PAAP referral (if required) BSC Resolution
	Step 2: Project brief/scope of project determined	
Selecting an Artist	Step 1: Advertise for Expressions of Interest	PAAP
	Step 2: Short List against predetermined criteria	
	Step 3: Interview and invite successful artists to continue to concept development stage	
Public Art Work Concept Development	Step 1: Site briefing	Concept Design Agreement Appendix 3
	Step 2: Artist Briefing	
	Step 3: Preliminary Concept Designs	Concept Design Assessment Sheet Appendix 4
	Step 4: Concept Development	
	Step 5: Community Consultation	PAAP Agreement BSC Resolution
	Step 6: Concept Acceptance	
Implementation	Step 1: Commission Contract	BSC Sign Off PAAP referral (if required) Public Art Commission Contract Appendix 5
	Step 2: Construction / Fabrication	
	Step 3: Installation	
	Step 4: Handover & Maintenance	

6.1 Project Initiation and Development

All commissioned public art work concepts and proposals are to be outlined in a project brief (*Public Art Project Brief - Appendix 1*) that clearly defines the scope and objectives of the project. The brief will need to demonstrate how the proposed project will achieve successful outcomes for all stakeholders, including the Council and/or proponent, the artist and the community.

Specifically this stage of the public art commissioning process will involve the following steps:

1. Determine public art opportunities, project motivation and desired outcomes
2. Consider the influence of policy and legislative requirements and any issues that may impact on the project
3. Resolve project theme and parameters, project budget, site project management issues, risk management issues, timeframes and planning and approval processes.
4. Ensure consultation with key stakeholders; and
5. If significant community consultation and engagement is required the relevant process will be clearly defined in the project brief.

6.2 Selecting an Artist

The purpose of this stage is to ensure the successful selection of an artist through an equitable and transparent process. Expressions of interest will be advertised through the media and other relevant networks. All interested artists will be required to submit an expression of interest addressing the criteria outlined in the project brief (*Appendix 1*). Artists may also be required to submit a list or slides/images of their work.

Short listing may result in a number of artists being interviewed by the Public Art Assessment Panel. Alternatively the number of artists to participate in the concept stage may be selected directly therefore bi-passing the interview stage. Depending on the scope of the project, two or three artists will be selected to go onto the concept design stage. Artists will be required to present their concept design to the Public Art Assessment Panel who will review all designs and select the final public art work and refer to Council for final determination.

6.3 Public Art Work Concept Development

This stage involves the successful artists selected through the above process to develop a model of their proposed design (*Concept Design Agreement – Appendix 3*). It is a requirement for the artists involved to present a design model of their proposal to the Public Art Assessment Panel (PAAP) for evaluation and consideration.

The PAAP will decide on the artwork, location and whether it will be commissioned, borrowed or bequeathed. A community consultation process will then be undertaken to enable the Public Art Assessment Panel to gain a perspective of how the community relates to the project. This may include Council block advertising over a 28-day period in community newspapers where the art is likely to be located, for example *Bangalow Heartbeat* in Bangalow. Advertising usually appears twice during the 28-day period in which time members of the community will be able to send their submissions to Council. Adjoining owners are usually notified as part of the exhibition process. Submissions from the community will be considered during the consultation process.

Once the consultation process has ended, if the Public Art Assessment Panel fails to reach an agreement the panel can elect to reconvene the meeting to consider additional information. Alternatively the Public Art Assessment Panel may elect to put the designs to a vote with the concept that gains majority of support proceeding.

In assessing each concept (*Public Art Concept Design Assessment Sheet – Appendix 4*) the Public Art Assessment Panel aims to ensure that the successful proposal:

1. is of a high standard in terms of design and technical and structural execution;
2. is culturally appropriate
3. requires low level maintenance
4. does not pose risk or WH&S management issues
5. best meets the requirements outlined in the project brief and Council's objectives
6. meets relevant building and safety standards
7. does not pose any long-term conservation issues
8. meets the requirements of the project budget
9. will meet the specified timeframe; and
10. is assessed on the basis of the guidelines outlined in this document and Council's *Public Art Policy*.

Once the preferred public artwork concept has been selected by the Public Art Assessment Panel a recommendation for the preferred artist will be made to Council for endorsement. Once the preferred artwork has been endorsed by Council, the successful artist will be offered a contract agreement (*Public Art Commission Contract - Appendix 5*) which will outline the specific terms and conditions of the project between the stakeholders.

An open and collaborative communication process will be encouraged between all parties during the fabrication stage and in the lead up to installation. The artist will be responsible for ensuring construction/fabrication complies with all relevant standards and Council policies and planning instruments. Fabrication of the public art proposal will be monitored by a relevant Council officer.

Installation of the public art work will be determined at the Commission Contract stage. It may be the responsibility of the artist and/or Council to install the art work. Responsibility for installation and maintenance will be determined at the project brief development stage. The artist will be required to submit a maintenance plan (*Appendix 6*) prior to Council's endorsement of the concept design.

Once completed and installed, the artwork will be inspected by Council staff and a Certificate of Practical Completion (*Appendix 7*) issued. At this stage, the final fee, less the retained which may be held until completion of the Warranty Period as per the Commission Contract (clause 7.4), is paid to the artist and the artwork is entered onto Council's public art register.

Following a further three month period, a Certificate of Final Completion (*Appendix 8*) is issued if no ongoing structural or maintenance issues are identified.

7 Donations, bequests and loans

Byron Shire Council may be offered donations and gifts of public artworks by individuals or commercial entities wishing to make a cultural contribution to the shire. While Council is grateful for such offers, it is not obliged to accept the artworks since they may carry with them expensive responsibilities for installation, maintenance and conservation.

When an artwork is loaned to Council, the artist will be responsible for maintaining and insuring the Public Artwork on loan. It is the artist's responsibility to inform Council prior to undertaking maintenance and repairs on the art work.

Council will only agree to accept public art donations, bequests and loans which meet the criteria established by the policy and guidelines outlined in this document and any relevant requirements of the Council's *Public Art Policy*.

7.1 Acceptance Criteria

Proposed public art donations and bequests will be assessed by the Public Art Assessment Panel which will then make a recommendation to Council for consideration and endorsement.

It is the responsibility of the artist making the donation or loan, to provide the Public Art Assessment Panel with enough information to make an assessment of the proposal. This includes submission of the following:

- A Public Art Asset Application pro forma (*Appendix 9*)
- A Public Art Risk Assessment (*Appendix 10*)
- A Public Art Maintenance Manual (*Appendix 6*)
- Other information such as the artist's CV, artistic statement, Photo's/ drawings providing visual samples of proposed work and proposed signage to accompany the artwork (see 7.2)

7.2 Exhibition of Donated and Bequest Public Art

It is at Council's discretion if, and where donated and bequest artwork will be displayed.

Signage for artwork will be required to be presented at the project proposal stage for approval by Council. Signage is limited to the name of the artist and a brief artist statement.

7.3 Financial requirements

Council may contribute financially to donated or bequest artwork. Council reserves the right to on-sell or re-donate the artwork.

7.4 Deductible Gift Recipient

Certain organisations are entitled to receive income tax deductible gifts and tax deductible contributions. They are called Deductible Gift Recipients (DGRs). Byron Bay Library is registered as a Deductible Gift Recipient and gifts or donations to the library are tax deductible. Gifts donated to all other parts of the council are not tax deductible.

The process for donating/receiving gifts for the library is outlined in the Department of Regional Australia, Local Government, Arts and Sport's *Cultural Gifts Program* (for more information see http://www.arts.gov.au/tax_incentives/cgp). The responsibility for arranging two valuations of the gift (as per the Cultural Gifts Program Guidelines) will be the responsibility of the donor.

Further information can be found at Australian Business Register website at <http://www.abn.business.gov.au/DgrListing.aspx>.

7.5 Public Consultation

Any proposed donated or loaned public art may undergo a public consultation process where the community will be given the opportunity to have a right of reply. The PAAP will decide on the artwork location and the decision may then undergo public consultation. Submissions from the community will be considered during the consultation process.

Once the consultation process has ended, if the Public Art Assessment Panel fails to reach an agreement regarding the Public Art donation or loan the panel can elect to reconvene the meeting to consider additional information. Alternatively the Public Art Assessment Panel may elect to put the designs to a vote with the concept that gains majority of support proceeding. Once a decision is made, a proposal will be made to Council.

8 Funding Public Art Proposals

Council and arts industry partners will investigate a range of ways to build a financial base for public art. Sources of funding will be pursued including:

- a. Council's capital works program and operational budgets
- b. Contributions and/or donations to an appropriate value from developers for public art projects to be designed and installed on publicly owned land
- c. Private sector contributions; i.e. sponsorship, donations and partnerships
- d. Public funding for projects and "in kind" support from the community
- e. State and Federal Government Funding
- f. Philanthropic organisations

9 Public Art Register (Artworks)

All public artworks will need to be registered as an asset and placed on the Public Art Register which has been developed by Council. The Register of Public Art will be maintained by Council officers.

The register for Council owned artwork is divided into four sections: Artwork located in Council's Administration building (Mullumbimby), Artworks located in Byron Shire Libraries, Artworks located

at other Council facilities and Public Art (art in outdoor/other public spaces). There is also a section in the register which contains artwork on loan.

Artworks located in Council's Administration Building, Shire Libraries and other Council facilities have been donated to Council, bequeathed, or acquired through various Art Prizes over the years.

All measurements of framed artworks are to the outside edge of the frame and are listed as width followed by length.

The valuation of artworks was undertaken in June 2012 by Colin McWilliam (McWilliam and Associates, Sydney).

10 Decommissioning Public Art

Decommissioning refers to the process undertaken to remove a work of art from public display, or from a public collection. Council will undertake a review of its public art work assets every 10 years to assess the value of the asset life. The decision to decommission public artwork will be informed by the asset management and maintenance framework relevant to each public artwork. The Decommissioning pro forma (Appendix 11) has been developed to assist Council with determining the need to decommission public art works.

10.1 The condition of the work

An art work may be considered for removal from public display when its condition has deteriorated or damage to the extent that:

- it can no longer be considered to be the original work of art
- it is beyond restoration or the cost of restoration is excessive in relation to the value of the public artwork; or
- the cost of ongoing maintenance is excessive.

10.2 Legal/risk and moral right considerations

- the work has deteriorated and represents an unacceptable level of risk or danger to the public
- changes to the environment impact on the integrity of the work, affecting the artist's original intent or moral rights; or
- the work of art has design faults, either on a material or workmanship basis.

10.3 Artistic considerations

- the artistic merit of the work falls below the general level of the collection of public artworks
- the public art work lowers the level of quality or representation of its specific area; or
- Council wishes to replace the work with a more significant work by the same artist.

The Public Art Assessment Panel will be responsible for reviewing Council's public artworks collection and for implementing the decommissioning process. The Committee will be required to consult with individuals with the relevant qualifications and/or expertise prior to making a decision to decommission public art works (e.g. legal advice, a conservator, curator; technical and structural experts and relevant Council staff). The following process for decommissioning public art work will be implemented:

1. Establishment of a review panel (ie the Public Art Assessment Panel)
2. Development of criteria against which the public artwork will be evaluated, or relevant criteria from 10.1, 10.2 and 10.3
3. Review of the terms and conditions set out in the original commission agreement

4. Consideration will be given to the artist's rights in relation to the future of the work, including options for repairs to the work if this is the issue
5. Consultation with the artist and determination of copyright issues
6. Determine options for relocation or disposal of the public art work, including an appraisal of the value of the piece
7. An assessment of the decision to decommission the work in relation to the Council's *Public Art Policy*.

All recommendations to decommission artworks will be referred to Council.

11 Risk Assessment

Local Government Shires Association guidelines state that public art needs to be safe and secured. Council has a right to remove the art if it doesn't comply with safety regulations or is offensive. A risk assessment of the artwork needs to be carried out before it can be accepted as public art and installed.

Considerations include:

- Is the art a risk to the public e.g. slippery, loose or sharp surfaces, entrapment holes or dangerous features?
- Does the art need to be illuminated?
- Will the art have an impact on the local environment e.g. ground erosion, flora, fauna, soil, waterways?
- Does it comply with noise limits?
- Does the art need to have an enclosure?
- Are any dangerous materials being used in the artwork e.g. barbed wire?
- Will the art cause any traffic hazards during installation?
- What manual handling is required to install the artwork?
- What equipment will be required to install the artwork?
- What is the art's expiry date?
- What are the infrastructure costs for Council?
- What are the maintenance costs for Council?

A risk assessment of the art will need to be carried out before it will be considered by the PAAP. A Risk Assessment Form will need to be filled out for each piece of artwork and assessed on a case by case basis (*Public Art Risk Assessment - Appendix 10*).

12 Insurance

12.1 Council Insurance

All commissioned and donated artworks will be recorded on the Public Art Register and will be the property of Council thus will be valued and covered under Council's insurance – to be referred to Council's Insurance section for advice.

The processes of installation, maintenance, moving the artwork or decommissioning, will need to be considered on a case-by-case basis with Council's insurers. In the case of damage where Council insures an artwork, negotiations will be required to ascertain who will pay the excess fee if damage is sustained.

Artists are responsible for an artwork while it is the control of the artist, such as in transit and installation on site where the artist is in control, unless agreed otherwise.

12.2 Artist Insurance

All artists who loan public artwork to Council should have their own insurance. Practitioners need to look carefully at the insurance requirements outlined in the commission contract or agreement before signing it. Artwork commissioned by Council or donated to Council will need to be insured by Council.

12.3 Property Insurance

All loaned art work will be provided by the artist at the artist's risk. Council will not be responsible for any damage, loss or destruction of donated or loaned artwork. This includes the removal of graffiti and any rectification work required to maintain the donated artwork.

12.4 Workers Compensation

A practitioner who is an independent contractor will be responsible for taking out workers' compensation insurance to cover themselves and anyone the practitioner employs directly to work on the commission, both on and off site. The cost of the insurance should be included as an item in the commission budget.

12.5 Public Liability

Council will be responsible for public liability of any public artwork commissioned, or donated if displayed for public art.

13 Location

13.1 Site selection

For maps showing parks that may be suitable for the display of public art see *Appendix 12*. Maps have been provided for Bangalow, Brunswick Heads, Byron Bay, Federal, Mullumbimby, Ocean Shores, South Golden Beach and Suffolk Park.

14 Maintenance

14.1 Ongoing Maintenance

In commissioning public artworks and in accepting bequests and gifts, Council accepts the inherent responsibility to maintain the work of art and its surroundings in a manner which:

- is consistent with the design intent of the work
- does not significantly inhibit or alter the intended perception of the work
- is in accord with the instructions contained in artist's maintenance manual for the work (*Appendix 6*), whose annual requirements will have been assessed and approved prior to the work's fabrication as being appropriate and within Council's financial and human resources.

Council does not accept responsibility for the maintenance of public art which has been loaned. This responsibility lies with the artist.

Council also accepts that making provision for proper upkeep, maintenance, and minimisation of vandalism includes the requirement for forward identification and cost planning of the progressively increasing annual cost of public art maintenance as the number of commissioned works grows.

Maintenance requirements to consider include:

- recoating of surface finishes such as anti-graffiti coatings or wax treatments
- determine requirements for regular cleaning, maintenance or servicing, specifically what is required, who should do it and how often
- take into account issues or requirements relating to the maintenance of the surrounding environment that will impact on the work
- specify recommended cleaning agents for surface treatments and materials
- in the case of vandalism and graffiti, confirm who is to be contacted and the action advised
- consider the potential long-term cost of ongoing maintenance, if it is achievable within available budgets, and the most effective solution
- document the anticipated aging effects.

Council recognises one means of continuing to commission artists for works of art in public places without escalating annual costs for maintenance and vandalism prevention is the decommissioning of work after a specific time period, usually five years or ten years. This guarantee, known from the outset of the commissioning process, allows the artist to use less durable materials, often thereby lowering commission budgets, and removes the onus of long-term conservation and preservation of structural integrity of works.

Council agrees to experiment where appropriate with this method, which also potentially provides more work for contemporary artists by increasing the frequency with which commissions are given for important public spaces in the shire.

14.2 Repairs

Council should be contacted if repairs to commissioned or donated artwork is required but not in the case of artwork which has been loaned by the artist. In all cases, the artist should have the first option to carry out repairs or recommend an appropriate repairer; however, the artist may not always be available and may wish to nominate a conservator, gallery, agent or organisation to be the first point of contact to provide:

- initial advice,
- names and addresses of fabricators and suppliers of materials for replacement components, technical advice or repairs, as relevant,
- any details of spare parts that have been lodged.

Council may consider a maintenance contract with the artist or conservator.

15 Installation

15.1 Installation process

Checklist:

- Is installation consistent with the Plan of Management or other strategic plans for the proposed site?
- Is the site ready for work to be installed?
- Is a concrete pad required?
- Have all the services been appropriately prepared, such as electrical?
- Have all site dimensions and measurements been confirmed?
- Is access to the site unrestricted?
- Are any permits required?
- Will any special arrangement need to be made in relation to traffic while the work is being installed?

- Are the relevant installation contractors booked and appropriately briefed?
- What tools and equipment will be required?
- Is appropriate insurance in place including during transportation?
- Are WH&S requirements understood and provisions made to observe them?
- Who will pay for the cost of installation?

15.2 Site preparation requirements

- Avoid busy holiday periods for installation
- Discuss installation well beforehand with parks and roads supervisors as they may be able to restrict parking to delivery area on the evening or morning before installation
- Ensure the installation site is inspected to ensure no interference with service covers, irrigation or mower access

16 Appendices

[Appendix 1 Public Art Project Brief Pro-forma](#)

[Appendix 2 - Notification of unsuccessful public art proposal](#)

[Appendix 3 Public Art Concept Design Agreement Template](#)

[Appendix 4 Public Art Concept Design Assessment Sheet](#)

[Appendix 5 Public Art Commission Contract](#)

[Appendix 6 Public Art Maintenance Manual example](#)

[Appendix 7 Public Art Certificate of Practical Completion](#)

[Appendix 8 Public Art Certificate of Final Completion](#)

[Appendix 9 Public Art Asset Application pro forma](#)

[Appendix 10 Public Art Risk Assessment](#)

Appendix 11 Decommissioning Public Artwork pro forma

[Appendix 12 Maps showing parks in Byron Shire](#)

Appendix 13 Checklist for assessment of Public Art loans or donations

Appendix 1 Public Art Project Brief Pro-forma

For supporting documentation notes see Section 6 in the Guidelines for Implementing the Byron Shire Council Public Art Policy.

1. Project Description

Directorate/Branch:	
Project Title:	
Project Site:	
Themes, values and concepts informing this Public Art Brief:	
Project Description:	
Signage (Artist Statement)	
Project Management Team Leader:	
Asset Custodian:	
Public Art Project Management Team members:	

2. Project Budget

Budget:: (including Concept Design fee)	
Job No:	
Installation Costs:	Paid by Artist or Council:
Maintenance Costs:	Paid by Artist or Council:

3. Operational Considerations

Operational Impacts:	
Operational Costs:	

4. Project Milestones

Community Consultation:	
Call for Tender/Invitations to Quote:	
Artist Selection:	
Developed Design:	
Construction:	
Handover:	

5. Site Assessment

Location of Public Art:	
Consistent with Plans of Management/Other Plans:	
Environmental Features:	
Social Significance:	
Historical Significance:	
Cultural Significance:	
Community Stakeholders:	
Accessibility and Current Use:	
Economic and Community Impact:	

6. Risk Assessment

Public safety:	
Durability:	
Willful damage:	
Legal requirements:	
Other risk issues:	
Council's infrastructure costs:	

7. Byron Shire Council Policies and Plans

Byron Shire Council Public Art Policy:	
Other relevant Council Policies, Plans and Strategies:	

8. Procurement Process

Procurement Process: S94 S94A	<input type="checkbox"/> <input type="checkbox"/>
-------------------------------------	--

9. Additional Resources

Additional resources, expertise, consultancy needed:	
--	--

10. Public Art Advisory Panel Members

Names:	
--------	--

Signature of Project Management Team Leader:	
--	--

Date:	
-------	--

Appendix 2 Notification of unsuccessful public art proposal template

<Insert Date>

Dear <Insert Name>

Thank you for your proposal for the provision of public art for Byron Shire.

The Public Art Assessment Panel (PAAP) has reviewed your proposal and on this occasion has declined it for the following reasons:

<Insert reasons for proposal being declined>

All future opportunities for the provision of public art to Byron Shire will be advertised in local media and on our website. We welcome your application for these opportunities as they become available.

Good luck in your artistic endeavors.

Regards

CONCEPT DESIGN AGREEMENT

<<PROJECT>>

**Between
Byron Shire Council
(the Commissioner)**

and

**<<artist name>>
(the Artist)**

<<date>>

<<file reference>>

CONCEPT DESIGN AGREEMENT

THIS AGREEMENT is made the <<day>> day of <<month>> <<year>>

BETWEEN: <<artist name>> of <<artist address>> in the State of <<artist state>> [hereafter referred to as "the Artist"] of the first part;

AND Byron Shire Council of 70–90 Station Street, Mullumbimby in the State of New South Wales [hereafter referred to as "the commissioner"] of the second part;

WHEREAS:

1. The Commissioner requests the Artist to place his/her services at the disposal of the Commissioner for the purposes of developing a Concept Design for the project attached as Item 1 of the Schedule.

NOW IT IS HEREBY AGREED

DESCRIPTION

2. The Artist agrees to submit to the Commissioner working drawings, specifications and other relevant documentation including quotations as detailed in the Assessment Criteria Item 2 of the Schedule for the proposed work of art as described Item 1 of the Schedule [hereinafter called "the Concept"] addressing the issues as listed in on or before the date specified in Item 3 of the Schedule.

APPROVAL

3. The Commissioner shall, within 30 days after the completion of Concept Design notify the Artist of whether the Concept is approved or not, and whether they wish to proceed with the Commissioning.

LIAISON

4. The Artist shall liaise with <<Project Manager>>, on behalf of the Commissioner.

PAYMENT

5. The Commissioner shall pay the Artist a Concept Design fee as described in Item 5 of the Schedule.

INTENTION TO PROCEED

6. If the Commissioner notifies the Artist of their intention to proceed with the Concept Design, the parties hereto agree to sign a <<Design Development OR Commission Agreement (delete where appropriate)>>.

COPYRIGHT

7. (a) Subject to the following clause of this agreement, copyright in all Concept Design is retained by the artist.
(b) If the Commissioner does not notify the Artist of their intention to proceed with the Commission, the Artist shall be entitled to retain all Concept Design fees payable under clause 5 of this agreement. In the event of termination, title to the Concept Design and all rights therein, shall be retained by the Artist.

INTELLECTUAL PROPERTY

8. (a) The Artist warrants that in producing the Concept Design, it does not and will not infringe the Intellectual Property Rights of any person.
(b) The Artist shall indemnify and keep indemnified the Commissioner against all costs expenses and liabilities whatsoever arising out of or in connection with any claim that the Concept Design infringes the Intellectual Property Rights of any person.

MORAL RIGHTS

9. The Commissioner shall, wherever possible, during any feature of the Concept Design attribute authorship of the Concept to the Artist.

CONFIDENTIALITY

10. (a) Each party will treat all Confidential Information of the other party as confidential and will not, without the prior written consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.
- (b) Each party will treat all Concept Design proposals as confidential and will not, without the consent of the other party, disclose or permit the same to be disclosed to a third party. This clause shall survive termination of this Agreement.

TERMINATION

11. (a) Prior to the delivery of Concept Design either the Commissioner or the artist may terminate this agreement at any time upon giving written notice to the other.
- (b) If the Commissioner terminates [for any reason other than the Artist's failure to submit the Concept Design within the time specified], the artist shall be entitled to the total Concept Design fee payable under this agreement. If the Commissioner terminates on the ground that the Concept Design was not submitted within the time specified, no fee will be payable.
- (c) Should the Artist terminate this agreement for any reason other than breach by the Commissioner, no Concept Design fee shall be payable.

DISPUTES

12. Any dispute arising in connection with this agreement, which cannot be settled by negotiation, will be first submitted to mediation.

WAIVER

13. Any failure by a party to compel performance by the other party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions.

VARIATION

14. A variation of this Agreement must be in writing and signed by the parties.

NON-ASSIGNABILITY

15. Neither party hereto shall have the right to assign this Agreement to a third party without the prior written consent of the other party.

LAW

16. This agreement shall be governed by the law of the State of New South Wales.

ENTIRE AGREEMENT

17. This Agreement contains the whole of the agreement between the Artist and the Commissioner with respect to its subject matter and supersedes any and all other representations or statements by either party.

NOTICES

- 18. (a) Any notice, demand or other communication required to be given or made in writing under this deed will be deemed duly given or made if delivered or sent by prepaid post or facsimile transmission, or email. [as per details in Item 1 and Item 2 of the Schedule]
- (b) A party may change its nominated address, facsimile transmission number or email address by giving not less than five business days notice to the other party.
- (c) Proof of posting by prepaid mail is proof of receipt on the second clear business day after posting. Proof of transmission of a facsimile message is proof of receipt on the date of transmission provided that if transmission is not on a business day or not before 4.00pm, then it shall be deemed to have been received on the next succeeding business day after transmission. Proof of email may be a read receipt request, or a record of sent item from the email program, provided that if transmission is not on a business day or not before 4.00pm, then it shall be deemed to have been received on the next succeeding business day after transmission.

CONSTRUCTION AND INTERPRETATION

- 19. For the purpose of the interpretation and construction of this Agreement:-
 - (a) Headings and marginal notes shall not form part of this agreement and shall not limit or effect the interpretation or construction of this Agreement.
 - (b) Words importing a person shall include bodies corporate of any nature and vice versa.
 - (c) Singular words shall include the plural and plural words shall include the singular.
 - (d) Words importing a particular gender shall include each other gender.

IN WITNESS whereof the parties hereto have set their hands the day and year first herein before written.

SIGNED for and on behalf of Byron Shire)
 Council under the hand of <<Appropriate)
 Delegate>> and created by Resolution)
 <<resolution number>> of Byron Shire) Name
 Council on <<resolution date>> in the)
 presence of :)
) Date

.....
 Witness

 Date

(the Commissioner)

<<Artist Name>>
 [ABN: <<Artist ABN>>]:

(the Contractor)

.....
 (Witness) (Date)

THE SCHEDULE

CONCEPT DESIGN AGREEMENT

1. **The Project Brief:**

Attached as Appendix 1 to this Agreement

2. **Assessment Criteria:**

The Concept Design will be assessed by the following criteria:

- Artistic merit
 - An initial concept design should be submitted in a visual format, which gives the selection panel sufficient information to assess its artistic merit
 - Marquette's, models or detailed drawings are not required at this stage
- Technical skills
 - Indicative information about specific technical requirements and proposed solutions
 - Potential risk-management or specific maintenance issues, with details about the proposed materials
 - Information about relevant building and/or safety standards
- Methodology
 - Conceptual statement about the proposed artwork, including any details of appropriate research, and a statement describing the relationship between the proposed artwork and the project brief.
- Locale
 - Artists working in the local region on artworks which reflect the local community, cultural heritage and environment.
- Relevant experience
 - One page describing recent and relevant experience in relation to the proposed artwork.
- Budget and timeline
 - An indicative budget only required at this stage
 - The anticipated timeframe for the project
- Management Acknowledgement
 - The artist must acknowledge in writing that by accepting the attached Agreement, the artist affirms that if the work is selected for commission, the artist will have current public liability and professional indemnity insurance.
 - The artist must acknowledge that he/she can meet the timeline and project milestones as provided in the Project Brief.

3. **Selection Criteria Weighting**

The above criteria will be assessed by the following weightings:

- Artistic merit <<percent>>%
- Technical skills <<percent>>%
- Methodology <<percent>>%
- Locale <<percent>>%
- Relevant experience <<percent>>%
- Budget <<percent>>%
- Management acknowledgement <<percent – usually compulsory>>%

4. **Submission Due Date:**

<<Submission due date>>

5. Payment of the Fee (includes GST):

The Commissioner shall pay the Artist a Concept Design Fee [excluding GST] of <<fee>> within 30 days of receipt of invoice:

CONCEPT DESIGN FEE	\$	<<fee>>
GST	\$	<<gst>>
TOTAL INCLUDING GST	\$	<<total fee>>

Appendix 4 Public Art Concept Design Assessment Sheet

Please provide a score from 0-5 for each submission. The weighted and total scores will be calculated on completion of the assessment sheets.

ASSESSOR NAME _____

Assessment Summary:

SELECTION CRITERIA	Score 1-5							
ARTIST:								
1. Artistic merit Weighting of xx%								
2. Technical merit (safety, durability): Weighting of xx%								
3. Methodology Weighting of xx%								
4. Locale Weighting of xx%								
5. Relevant experience Weighting of xx%								
6. Budget Weighting of xx%								
7. Management Acknowledgement No weighting. Applicant ineligible if not provided.								
TOTAL SCORE 1-5								

Scores are defined as follows

5: Excellent 4: Good 3: Fair 2: Low 1: Poor

Assessor Signature: _____

Notes

Notes

Appendix 5 Public Art Commission Contract



**BYRON SHIRE COUNCIL
AGREEMENT FOR THE COMMISSIONING OF AN
ARTIST/DESIGNER
FOR THE <<project name>> PROJECT
CONTRACT NUMBER <<Council file no. or contract no.>>**

THIS AGREEMENT is made on the date stated in Item 2.

BETWEEN: Council

AND: <<artist name>>

BACKGROUND

- A. The Artist/Designer has in response to the Project Brief prepared a Detailed Design Proposal.
- B. Council wishes to commission the Artist/Designer for the Art Work in accordance with the Detailed Design Proposal.
- C. The Artist/Designer accepts the commission for the Art Work on the terms set out hereunder.

The Parties Now Agree As Follows

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation:

- a) In this agreement, unless a contrary intention appears, reference to:
 - i. a clause is to a clause in this agreement; and
 - ii. the singular includes the plural and vice versa; and
 - iii. any gender includes all other genders; and
 - iv. a person includes a firm, a corporation, an association and a body, whether incorporated or not, a government or statutory body or authority; and
 - v. legislation (including subordinate legislation) includes:
 - A. statutory instruments made under the legislation; and
 - B. consolidations, amendments, re-enactments or replacements of the legislation
 - vi. writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
 - vii. this or any other agreement includes the agreement as varied or replaced and is not affected by any change in the identity of the parties.
- b) The clause headings appearing in this agreement re inserted for convenience of reference and shall not affect the construction of this agreement.
- c) If any words are italicised or otherwise printed differently in this agreement, this has been done for convenience only and does not affect the construction of this agreement.
- d) Whenever more persons than one constitute a party, all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this agreement bind those persons jointly and each of them severally.

- e) This agreement is in all respects to be interpreted in accordance with the laws of the State of New South Wales, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of Courts of that state and any Courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those Courts.
- f) Nothing contained in this Agreement affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.
- g) An exclusive definition, or an example of a particularisation of a provision, does not limit but may extend that definition or provision.
- h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- i) All schedules to this Agreement form part of this Agreement and a reference to an item is a reference to an item in **Schedule 1**.

1.2 Definitions:

In this agreement:

“Agreement” means this document and all schedules to it.

“Artist/Designer” means the person described in Item 4. The term is interchangeable with Contractor

“Artist/Design Services” means the obligations of the Artist/Designer as described in Clause 4.

“Art Work” means the original work created by the Artist/Designer and described in Item 4.

“Commencement Date” means the date of commencement of this Agreement as specified in Schedule 1.

“Completion Date” means the date for completion of the Art Work as specified in Item 7.

“Principal” means the council. The term is interchangeable with “Commissioner”.

“Principal’s Representative” means the person appointed (from time to time) by the Principal to administer this Agreement on its behalf.

“Detailed Design Proposal” means the deliverable approved by Council as the specification for the original Art Work in accordance with the Project Brief and any alterations specified in Schedules 1, 2 and/or 3 or as outlined in item 6.

“Final Fee” means the final fee specified in Item 7.

“Intellectual Property Rights” means all copyright, patents, designs, trade marks and any rights in relation to the Art Works whether actual or pending and includes the rights to register any of those rights.

“Interim Fee” means the interim fee specified in Item 13.

“Maintenance Manual” means the manual to be provided by the Artist/Designer that fully describes the cleaning and maintenance requirements for the Art Work during the expected life of the Art Work.

“Moral Rights” means:

- (a) the right to be attributed as author;
- (b) the right not to have authorship falsely attributed; and
- (c) the right of integrity of authorship, as described in the Copyright Act 1968.

“Work Health and Safety” means all such requirement whether under the Work Health and Safety Act 2011 and regulations in any other Act, regulation or local law which must be complied with in connection with the construction and installation of the Artwork.

“Principal” means Byron Shire Council. The words Principal and Council are interchangeable.

“Project” means the project for the delivery of the Art Work specified in Schedule 1.

“Project Brief” means the instructions submitted to the Artist/Designer as stated in Item 4.

“Retained Amount” means the retained amount during the Warranty Period as specified in Item 7.

“Unforeseen Circumstances” mean any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention.

“Warranty Period” means the period specified in Item 11.

2. TERM

2.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with its terms, continues until the Artist/Design Services have been fully performed or until the Completion Date, whichever is the later.

3. PRINCIPAL’S REPRESENTATIVE

3.1 The Artist/Designer must -

- (a) liaise with and report to the Principal’s Representative; and
- (b) attend meetings and briefings with the Principal’s Representative and other staff of Council as reasonably required.

3.2 Reports by the Artist/Designer to the Principal’s Representative must be in writing, unless otherwise permitted by the Principal’s Representative.

4. ARTIST/DESIGN SERVICES

4.1 The Artist/Designer must complete the Art Work in accordance with the Detailed Design Proposal in **Schedule 2** by the Completion Date.

4.2 The Artist/Designer must ensure that the Art Work is of a quality and a standard appropriate to the nature of the Art Work in the context of the Project.

4.3 The Artist/Designer must deliver to the Principal’s Representative a Maintenance Manual acceptable to Council prior to the Completion Date and prior to payment of the Final Fee as specified in **Schedule 5**.

4.4 Without limiting clause 4.2 the Artist/Designer must:

- (a) inform itself of Council's stated requirements as referred to in the Project Brief in respect of the Art Work and the Detailed Design Proposal;
- (b) consult regularly with the Principal's Representative throughout the performance of the Agreement;
- (c) act professionally at all times and exercise professional skill, care and diligence in completing the Art Work; and
- (d) use high quality tools, materials and workmanship to ensure that the Art Work meets the standards and specifications (if any) specified in **Schedule 3**.

5. SECURITY AND ACCESS

5.1 The Artist/Designer must allow the Principal's Representative reasonable access to the premises where the Art Work is being commissioned.

5.2 Council must allow the Artist/Designer reasonable access to the site where the Art Work is to be situated.

5.3 As dealt with in more detail in clause 14. It is intended that the Artist/Designer be responsible for all Workplace Health and Safety and security during the installation of the Art Work.

6. CHANGES AND APPROVALS

6.1 Council may (while respecting the independence and integrity of the Artist/Designer) demand such changes to the Art Work as it considers necessary to fulfill the requirements of the Detailed Design Proposal.

6.2 Council may advise of any changes required at any time during the course of producing the Art Work or within 21 days of Completion.

The Artist/Designer must promptly incorporate any change requests and, since such will only have become necessary due to the works up to that time not fulfilling the requirements of the Detailed Design Proposal, any such changes are to be at the Artist/Designers expense.

7. PAYMENT

7.1 The Council will pay the Artist/Designer for the Artist/Design Services in accordance with the payment terms specified in **Schedule 4**.

7.2 If Council is satisfied that the Artist/Design Services is proceeding in accordance with the Detailed Design Proposal the Artist/Designer must receive the interim fee on the date specified in **Schedule 4**. On payment of the interim fee Council is the Owner of the Art Work.

7.3 The Artist/Designer is entitled to payment of the Final Fee upon the date specified in Schedule 4, subject to prior written acceptance by Council that:

- (a) the Art Work accords with the Detailed Design Proposal; and
- (b) the Artist/Designer has performed, to the satisfaction of Council, all other obligations specified in the Detailed Design Proposal and this Agreement; and

(c) without limiting the above, that the Artist/Designer has provided the Maintenance Manual as required by clause 4.3.

7.4 The Retained Amount may be held until completion of the Warranty Period and unless used by Council to fulfill the obligations of the Artist/Designer during the Warranty Period, shall be paid to the Artist/Designer.

7.5 The Artist/Designer is not entitled to any additional fees for any changes required pursuant to clause 6.

7.6 The Artist/Designer is not entitled to any payment otherwise than as provided in this clause.

8. GST

Notwithstanding any other provisions in this Contract:

8.1 Expressions used in these Conditions that are defined in the A New Tax System (Goods & Services Tax) Act 1999 (Cth) or if not defined in that Act then in the Trade Practices Act 1974 (Cth) have the same meaning in these Conditions to the extent that the context allows;

8.2 Supply of works between the Contractor (also called the Artist/Designer”) and the Principal (also called “Council”) under the terms of the Contract is a Taxable Supply. Any amounts, rates and considerations applicable to or resulting from the Contract are a taxable supply and are deemed to be subject to payment of GST;

8.3 The Contractor must adjust the Fee for a supply under this Contract having regard to the direct and indirect impact on the New Tax System changes in accordance with Part B of the Trade Practices Act (Cth) and any guidelines made under that Act, whether or not that Act and the guidelines would otherwise apply to the Contractor;

8.4 Recipient Created Tax Invoices:

1. The Contractor and the Principal agree that the Principal may issue recipient created tax invoices ('RCTIs') pursuant to section 29-70 of A New Tax System (Goods and Services Tax) Act 1999 ('GST Act') and in accordance with GST ruling 2000/10;
2. The Council may issue tax invoices in respect of the supplies made in accordance with the contract by the Contractor to the Principal. The Principal will retain the original of any tax invoice issued pursuant to this clause, and issue a copy to the Contractor. The Contractor may not issue tax invoices in respect of the supplies made by the Contractor to the Principal;
3. The Contractor warrants and acknowledges that it is registered under the GST Act for GST at the time of entering into this Contract;
4. The Contractor warrants and acknowledges that it will notify the Principal immediately if the Contractor ceases to be registered for the GST and quote the contract number for the subject supplies in the notification;
5. If the Contractor ceases to be registered for the GST the Contractor will be deemed to be in fundamental breach of the Contract to which the supplies relate unless, at the Principal's sole discretion, the Principal and the Contractor enter into alternative arrangements satisfactory to the Principal for the issue of a tax invoice by the

Contractor, or the Principal withholds an amount pursuant to section 12-190 of Schedule 1 of the Taxation Administration Act 1953;

6. The Contractor acknowledges that the Principal is registered under the GST Act for GST at the time of entering into this Contract and the Australian Business Number of the Principal is 84 858 548 460;
7. The Principal acknowledges that it will notify the Contractor if the Principal ceases to be registered or if the Principal ceases to satisfy any of the requirements of the determination by the Commissioner of Taxation which forms Schedule 1 to GST Ruling 2000/10;
8. The Principal must not issue a document that would otherwise be an RCTI, on or after the date when the Principal or the Contractor has failed to comply with any of the requirements of the determination by the Commissioner of Taxation which forms Schedule 1 to GST Ruling 2000/10;
9. The Contractor must supply all such information as may be reasonably required by the Principal to allow the Council to prepare RCTIs under this Contract;
10. The Contractor will do all such things as may be necessary on its part from time to time, to enable the Principal to issue RCTIs;

8.5 Each party must give the other an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply by that party under this Contract, within 7 days after the date that party becomes aware of the adjustment event;

8.6 The Contractor's obligations under this clause in respect of GST do not necessitate a variation under the General Conditions of Contract or give rise to any adjustments of the Contract Sum or reimbursement under the General Conditions.

9. INTELLECTUAL PROPERTY AND TITLE

9.1 Subject to clause 9.2, all Intellectual Property Rights in the Art Work and any material and drafts created as part of producing the Art Work (including the Detailed Design Proposal) will remain with the Artist/Designer

9.2 The Artist/Designer must not, for the duration of the Intellectual Property Rights in the Art Work, make, cause or permit to be made an identical reproduction of the Art Work without Council's consent and any licence or assignment granted by the Artist/Designer in respect of the Intellectual Property Rights in the Art Work must be subject to the prohibition in this clause 9.2.

9.3 The Artist/Designer grants to Council an irrevocable, royalty-free licence to exercise the Intellectual Property Rights in the Art Work and any materials and drafts created as part of producing the Art Work (including the Detailed Design Proposal) for the following purposes ("the Permitted Purposes").

- (a) marketing and promotion of the Art Work, the Project or the activities of Council by photographic, cinematographic or other two-dimensional representations and multimedia and digital forms of the Art Work, but in no other forms;
- (b) display in a non-profit catalogue of Art Works; and/or
- (c) reporting the news, criticism and review.

- 9.4 Without limiting the rights granted under clause 9.3, the Permitted Purposes include application or reproduction in advertisements, brochures, catalogues, leaflets, flyers, non-profit postcards, and any print or electronic medium but do not include any application or reproduction of the Art Work, or any part of it, for merchandising or any other commercial purposes (e.g. such as on postcards, t-shirts, any other substantially similar three-dimensional reproduction of the Art Work or any other souvenirs sold commercially).

10. MORAL RIGHTS

- 10.1 Upon completion of the Art Work and at all times whilst the Art Work is being exhibited to the public, Council will ensure that the Artist/Designer is identified as the creator of the Art Work in a way that is reasonable in the circumstances.
- 10.2 Without limiting Council's rights in clause 9.3, Council will, as far as practicable and reasonable in the circumstances, ensure that the Art Work or any reproduction of it for the purposes of clause 9.3 is not subject to any material alteration, distortion or mutilation that is prejudicial to the Art Work or the reputation of the Artist/Designer.
- 10.3 Where the Artist/Designer considers that his/her Work or reputation has been, or will be, prejudiced by a material alteration, distortion or mutilation of the completed Art Work, the Artist's/Designer's sole remedy is to require Council withdraw the Artist's/Designer's attribution from any public display of the Art Work.
- 10.4 Council will take all reasonable steps to maintain the completed Art Work in good order and repair and in accordance with the instructions given in the Maintenance Manual. Where practicable, the Artist/Designer will be given the first opportunity to complete any repairs to the Art Work, subject to clause 11.5 and to the negotiation of a fee satisfactory to Council.
- 10.5 The Artist/Designer may, in consultation with Council, name the Art Work.

11. WARRANTIES

- 11.1 The Artist/Designer warrants that the provision of the Artist/Design Services and the Art Work will not infringe the Intellectual Property Rights of any third party.
- 11.2 The Artist/Designer warrants that it holds all necessary rights enabling it to grant the licence referred to in clause 9.3 including any necessary written assignments and permissions from any third party who may have some claim to, or Intellectual Property Rights or Moral Rights.
- 11.3 The Artist/Designer must respect the cultural and spiritual significance of Indigenous people and refrain from incorporating elements derived from Indigenous cultural heritage into the Art Work without the informed consent of the traditional custodians.
- 11.4 The Artist/Designer warrants the quality and durability of the Art Work for the 12-month Warranty Period (or such other period as may be specified in the Maintenance Manual) having regard to the nature of the Art Work.
- 11.5 Notwithstanding clause 10.4, where maintenance or repairs to the completed Art Work are necessary as a result of faulty materials or workmanship, the Artist/Designer must carry out all necessary repairs without fee up to the completion of the 12-month warranty period.

12. CONFIDENTIALITY AND DISCLOSURE

- 12.1 Except as required under this Agreement or with Council's written consent, the Artist/Designer will keep confidential and will not disclose to any other person any information or material which have been provided by or on behalf of Council for the purposes of performing the Artist/Design Services.

- 12.2 Council will not disclose to any other person, except as required by this Agreement or by law, any of the Artist's/Designer's information which the Artist/Designer specifies in writing is confidential.

13. WHEN PROPERTY PASSES & INSURANCE

- 13.1 The Artist/Designer acknowledges that property in the Art Work shall not pass to Council until payment of the Interim Fee in accordance with clause 7.2.
- 13.2 The Principal (elsewhere in the Agreement referred to as "Council") has arranged for itself and the Artist/Designer (in this clause also called the "Contractor") and all Sub-Contractors a Contract Works Material Damage and Public Liability Insurance policy ("the Policy") covering the works to be carried out at the construction site and materials, etc, for incorporation into the works whilst in course of inland transit (but excluding any sea transit) to the site from anywhere within Australia while in temporary storage off-site.

This Policy does not apply to Contractors Plant, Machinery, Tools, Equipment, Temporary Buildings, Motor Vehicles or personal effects of employees.

The Policy will be maintained by the Principal at its own cost and expense. The Principal will make available to the Contractor evidence as to the currency of the Policy, prior to commencement of work by the Contractor and/or at any time thereafter if requested.

The Principal is entitled from time to time to arrange or agree to such alterations to the amount thereof or cover provided therein or any of the terms and conditions thereof as it thinks fit.

The Contractor must observe and perform the appropriate procedures and requirements, specified or implied, in relation to any claim made by the Contractor under the Policy. The Contractor is responsible for ensuring that all claims or potential claims under the Policy are reported as required by the claims section of the Policy.

The Contractor is responsible for the amount of the excesses specified in the Policy and agrees to indemnify the Principal against all losses claims and demands up to the amount of such excesses.

All monies received in settlement of any claim under the Policy in respect of damage to the works is payable to the Principal.

The Contractor acknowledges it has prior to executing this contract, satisfied itself re the provisions of the Policy.

14. WORKPLACE HEALTH AND SAFETY ACT 2011

14.1 For the purpose of this clause the words "Principal Contractor", "construction workplace", "serious bodily injury", "work caused illness", "work injury" and "dangerous event" have the meanings assigned to them by the Workplace Health and Safety Act 2011 and the Workplace Health and Safety Regulation 2011 (collectively known as "the Act").

14.2 If the Art Work is constructed at a construction workplace, then from the Commencement Date:

Council is (if the threshold criteria permitting such under the Act exist) deemed to have appointed the Artist/Designer to be the Principal Contractor pursuant to Section 13 of the Act;

- a) the Artist/Designer is deemed to have accepted the appointment;
- b) the Artist/Designer must, in respect of the Art Works commissioned under this Agreement be responsible for the performance of the functions of the Principal Contractor within the meaning of the Act.

The appointment of the Artist/Designer as Principal Contractor continues until revoked by Council or by Council terminating this Agreement.

14.3 The Artist/Designer agrees to indemnify and keep indemnified Council against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act.

14.4 The Artist/Designer must notify the Principal's Representative of every work caused illness, work injury, serious bodily injury and dangerous event that occurs in any construction workplace as soon as possible but not later than 12 hours after such occurrence.

14.5 If at any time the Artist/Designer discovers at the construction workplace the presence of any material which may be or may contain asbestos or any other hazardous material or substance, the Artist/Designer must immediately inform the Principal's Representative of the existence of the material or substance.

14.6 In circumstances where the Principal Contractor does not apply under the Act the Artist/Designer is still responsible for the control of all workplaces in accordance with the Act. The workplaces referred to are not limited to a construction workplace and also refer to the place where the installation of the Art Work is to be carried out. The Artist/Designer must adopt all safe work practices at such workplaces in accordance with the Act.

15. WARRANTY LIABILITY PERIOD

15.1 The Artist/Designer must maintain the Art Work for the Warranty Period and rectify at its expense all omissions, defective workmanship or materials and all damage, loss or injury to the Art Works occasioned by faulty workmanship or materials.

15.2 If the Artist/Designer does not make good such omission, defect, damage, loss or injury, Council may have such omission, defect, damage, loss or injury remedied by other persons and the costs so incurred are to be a debt due to Council and may be deducted from any monies retained by Council.

16. CLEANING OF SITE WHERE ART WORK SITUATED

The Artist /Designer must ensure the site where the Art Works are situated are clean and tidy and regularly remove from the site any surplus material arising from the installation of the Art Works.

17. TERMINATION

- 17.1 The Artist/Designer may, subject to clause 17.2, terminate this Agreement upon the failure of the Principal to comply with clause 7.
- 17.2 The Artist/Designer must advise Council in writing that a default has occurred under clause 7 and allow Council 30 days to make payment and in the event that payment is not received within 30 days, the Artist/Designer may exercise the right conferred by clause 17.1, without prejudice to any other rights and remedies he/she may have.
- 17.3 Council may, subject to clause 17.4, terminate this Agreement should the Artist/Designer fail to comply with, or carry out his/her obligations under, Clauses 4, 5.2, 6.2, 9.2, 11, 12.1, 13.2, 14, 18.1 and/or 19; and,
- 17.4 Council shall advise the Artist/Designer in writing of the nature of the default and allow the Artist/Designer 30 days to rectify the default. In the event that the default is not rectified within 30 days, Council may exercise the right conferred by clause 17.3, without prejudice to any other rights and remedies it may have.
- 17.5 Upon termination of this Agreement pursuant to clause 17.3, all money which has been paid to the date of termination, to the Artist/Designer, will be in full and final satisfaction of all claims by the Artist/Designer under this Agreement.
- 17.6 Notwithstanding clause 17.5, Council reserves the right to recover monies paid at the date of termination from the Artist/Designer for failure to perform under this Agreement.
- 17.7 Clauses 9, 10, 11, 12, 13.2, 14.4 and 15 survive termination of this Agreement.

18. SUB-CONTRACTING

- 18.1 The Artist/Designer will not assign its rights and obligations under this contract nor sub-contract the whole or any part of his/her obligations other than to an assignee or sub-contractor approved in writing by Council.
- 18.2 If Council approves the assignment or sub-contracting of any part of the Art Works, it is entitled to impose such conditions as it may in its absolute discretion require including:
- a) the Artist/Designer must supervise any assignee/sub-contractor;
 - b) the Artist/Designer remains responsible to the delivery of the Art Work;
 - c) the Artist/Designer must notify council of the identity of the particulars and past experience of any proposed assignee/sub-contractor.

19. CONFLICT OF INTEREST

- 19.1 The Artist/Designer warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than Council) the Artist/Designer will immediately give notice of the conflict of interest, or the risk of it, to Council.

- 19.2 The Artist/Designer must take all reasonable measures to ensure that its employees, agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with the Artist/Designer's performance of this Agreement fairly and independently. The Artist/Designer will immediately give notice of any conflict of interest relating to the activities or interests of any of its employees, agents or subcontractors to Council.
- 19.3 If Council is given notice of a conflict of interest pursuant to clause 19.1 or 19.2, Council may proceed in accordance with clause 17 to terminate this Agreement.

20. UNAVOIDABLE DELAY

- 20.1 A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this Agreement) if that default,
- (a) is caused by Unforeseen Circumstances; and
 - (b) continues for less than three (3) days.
- 20.2 Without limitation, where the Unforeseen Circumstances continue for a period of more than fourteen (14) days, or such other period as Council, in its sole discretion, considers reasonable in the circumstances, Council may terminate the Agreement.

21. DISPUTES

- 21.1 The parties agree to submit any disputes which arise out of this Agreement to mediation either by a mediator agreed between the parties or, failing agreement within seven (7) days, in accordance with the rules of the Arts Law Centre Mediation Service, a program of the Arts Law Centre of Australia.
- 21.2 The parties agree to comply with clause 21.1 prior to having recourse to litigation unless there is a need to seek urgent injunctive relief.

22. WAIVER

- 22.1 A party's rights under this Agreement shall only be waived where the waiver is in writing and signed by both parties.
- 22.2 A waiver by a party will not prejudice any of its rights in respect of any-subsequent breach of this Agreement by the other party.

23. VARIATION

- 23.1 This Agreement may only be varied or extended by agreement in writing and signed by both parties.

24. ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire Agreement between the parties in relation to its terms and subject matter.

25. NOTICES

25.1 Notice must be in writing and may be delivered by pre-paid post, by hand or by facsimile transmission to the parties at:

- (a) In the case of the Artist/Designer, at the address or facsimile number specified in Item 3;
- (b) In the case of Council to the Principal's Representative specified in Item 8.

25.2 Notices will be deemed to be given:

- (a) Two days after posting by pre-paid post;
- (b) Immediately upon proof of delivery by hand;
- (c) Immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's facsimile transmitter. If that transmission notice indicates transmission on a Saturday or Sunday or after 5pm on any week day, the notice is deemed to be given on the next week day.

SCHEDULE 1

ITEM 1 - PROJECT

ITEM 2 – DATE OF AGREEMENT

ITEM 3 - DETAILS OF ARTIST/DESIGNER

Name

Address

Email

ITEM 4 - ART WORK

ITEM 5 - COMMENCEMENT DATE

ITEM 6 - RETAINED AMOUNT

ITEM 7 - COMPLETION DATE

ITEM 8 - PRINCIPAL'S REPRESENTATIVE

Name

Address

Email

ITEM 9 - DETAILED DESIGN PROPOSAL

Attached as Schedule 2

ITEM 10 - FINAL FEE

ITEM 11 - INTERIM FEE

ITEM 12 - PROJECT BRIEF

Attached as Schedule 3

ITEM 13 - WARRANTY PERIOD

12 months from the Completion Date.

SCHEDULE 2

DETAILED DESIGN PROPOSAL

SCHEDULE 3

SPECIFIC STANDARDS AND SPECIFICATIONS FOR ART WORK

SCHEDULE 4

CLAUSE 7 - PAYMENT TERMS

Stage	Start Date (mm/yy)	Finish Date (mm/yy)	Activities to be undertaken	Milestone	\$Amount (GST Inc)

Note: This schedule includes all project contingencies; the artist/designer shall not be entitled to any additional payment – refer to the terms defined in Clause 7 of this contract.

SCHEDULE 5

FORMAT AND SPECIFICATIONS OF MAINTENANCE MANUAL

Executed as a Contract:

SIGNED for and on behalf of Byron Shire)
Council under the hand of <<Appropriate)
Delegate>> and created by Resolution)
<<resolution number>> of Byron Shire)
Council on <<resolution date>> in the)
presence of :)
)

.....
Name

.....
Date

.....
Witness

.....
Date

XXXX
[ABN: **xxxxx**]:

.....

(the Contractor)

.....
(Witness)

.....
(Date)

Appendix 6 Public Art Maintenance Manual example

Please refer to Section 14 of the Public Art Guidelines and Criteria to ensure all aspects of maintenance are considered.

Maintenance Manual

<<Name of Artwork>>

<<Location of Artwork>>

<<Completion Date>>

Artist Details

<<Artist Name>>

<<Artist Address>>

ABN: <<Artist ABN>>

Ph: <<Artist Phone No.>>

Email: <<Artist e-mail>>

Artwork Details

Description

<<physical description of artwork>>

Artist Statement

<<For use on attribution plaque and any related publicity statements>>

Materials

<<Detailed description of materials used in artwork>>

Fabricators and suppliers

<<Names and contact details of all sub-contractors and suppliers used in the fabrication of the artwork>>

Maintenance Schedule

Routine maintenance

For example: regular cleaning, light replacements and inspection details

<<Details of cleaning methods and recommended cleaning agents should be provided. Details of replacement bulbs and other consumables should be provided.>>

Note: referring to original manufacturer for instructions is NOT acceptable

<<Details of any treatments, protection or coatings required or applied and the frequency of re-application and the recommended products.>>

Graffiti removal and repair to accidental or deliberate damage

<<Details of cleaning methods and recommended cleaning agents should be provided. Contact details of suggested repairers should be provided>>

Longevity of Artwork

<<Artist's estimation of the life of the artwork should be provided.>

Appendix 7 Public Art Certificate of Practical Completion

<<project manager>>

Mullumbimby Office
(02) 6626 xxxx

<<artist name and address>>

Dear <<artist name>>

CERTIFICATE OF PRACTICAL COMPLETION

CONTRACT NO <<contract or file number>>

It is considered that the works under the above contract have reached the stage of Practical Completion as at <<date of completion>>

Arrangements are in hand for the release of your final fee payment.

Yours faithfully

<<Project Manager>>

Memorandum



To: Insurance Manager
Asset Accountant

From: <<Project Manager>>

Subject: Contract No <<contract no. or file no.>>

Date:

Doc No: <<file no.>>

Please be advised that the above contract has reached the stage of Practical Completion on <<completion date>> and is now Council's responsibility.

The approximate value of this contract is <<total fee>> GST exclusive.

The contract supervisor is <<project manager>> and they can be contacted on <<ext. no.>>.

The asset custodian is <<asset custodian>> and they can be contacted on <<ext. no.>>.

<<project manager>>
Ext <<ext. no.>>
Enc <<copy of project brief>>
<< copy of Certificate of practical completion letter>>

Appendix 8 Public Art Certificate of Final Completion

<<project manager>>
Mullumbimby Office
(02) 6626 xxxx

<<artist name and address>>

Dear <<artist name>>

CERTIFICATE OF FINAL COMPLETION

CONTRACT NO <<contract or file number>>

It is considered that the works under the above contract have reached the stage of Final Completion as at <<date of end of warranty period>>

Yours faithfully

<<Project Manager>>

Memorandum



To: Insurance Manager
Asset Accountant

From: <<Project Manager>>

Subject: Contract No <<contract no. or file no.>>

Date:

File No: <<file no.>>

Please be advised that the above contract has reached the stage of Final Completion on <<date of end o warranty period>> and is now Council's responsibility.

The approximate value of this contract is <<total fee>> GST exclusive.

The contract supervisor is <<project manager>> and they can be contacted on <<ext. no.>>.

The asset custodian is <<asset custodian>> and they can be contacted on <<ext. no.>>.

<<project manager>>
Ext <<ext. no.>>
Enc <<copy of project brief>>
<< copy of Certificate of final completion letter>>

Appendix 9 Public Art Asset Application pro forma



Please refer to Sections 6 and 7 of the Public Art Guidelines and Criteria.

Title of Artwork:	
Name of Artist:	
Type of Artwork Proposed:	
Artwork Materials and Construction Details:	
Date of creation (date of artwork)	
Dimensions	
Proposed Location of Artwork:	
Proposed Signage for Artwork:	
Do you have public liability insurance?	
Procurement Method (check box as applicable):	<input type="checkbox"/> Commission <input type="checkbox"/> Direct purchase <input type="checkbox"/> Donation <input type="checkbox"/> Loan – proposed period of loan: _____
Date of Procurement:	
Estimated Life of Artwork:	
Value of Artwork (estimate if unknown):	

Attach copies of the following (check box as applicable):

- Artist's CV
- Artistic statement
- Photos/drawings providing visual samples of proposed work (photo's should be attached as

jpegs no less than
300dpi)

- Risk Assessment (template available)
- Maintenance manual (template available)

**This form, with attachments, should be sent to the Public Art Asset Officer.
Your application will be considered at the next available PAAP meeting.**

Appendix 10 Public Art Risk Assessment

Risk Assessment and Hazard Control Summary of Public Art

Risk Category & Hazard	Risk Rating	Possible Cause	Control Measure	Residual Risk Rating
WH&S				
Slippery or loose surfaces/sharp edges on artwork.				
Potential for injury or illness to public.				
Manual handling required during installation.				
Traffic Hazards.				
Engineer report required?				
Concrete pads or barriers required?				
Public Liability				
Stable foundation.				
Need for lighting/illumination.				
Need for enclosure.				
Is infrastructure sound?				
Ongoing safety checks required to ensure stability?				

Environmental hazard check including earthquake, winds and flood required?				
Environment				
Impact on environment/earth collapse or erosion.				
Potential impact on flora and fauna, air, soil, waterways or drains, noise.				
Financial				
Financial impacts – immediate and ongoing.				
Governance, Contractual & Legal				
Political, Reputation & Image				
Other				

Risk Rating Matrix

		Insignificant	Minor	Moderate	Major	Catastrophic	
Governance, Contractual and Legal		Isolated non-compliance or breach; minimal failure of internal controls managed by normal operations; negligible financial impact.	Contained non-compliance or breach with short term significance, some impact on normal operations and minor financial impact.	Serious breach involving statutory authority or investigation; significant failure of internal controls; prosecution possible with significant financial impact.	Major breach with fines and litigation; critical failure of internal controls; long term significance and major financial impact.	Extensive fines and litigation with possible class action; threat to viability of organisation, program or service.	
Public Liability or OH&S		Injuries or ailments not requiring medical treatment; minimal loss to organisation.	Minor injury or First Aid Treatment Case; medium loss to organisation.	Serious injury causing hospitalisation or multiple medical treatment cases; high loss to organisation.	Life threatening injury or multiple serious injuries causing hospitalisation; very high loss to organisation.	Death or multiple life threatening injuries; worst case loss to organisation.	
OH&S		Injuries or ailments not requiring medical treatment	Minor injury or First Aid Treatment Case	Serious injury causing hospitalisation or multiple medical treatment cases	Life threatening injury or multiple serious injuries causing hospitalisation	Death or multiple life threatening injuries	
Environment		Minimal environmental impact; isolated release only	Minor environmental impact; on-site release immediately controlled.	Significant environmental impact; on-site release contained with assistance.	Major environmental impact; release spreading off-site; contained with external assistance.	Fatalities occur; extensive release off-site; requires long term remediation.	
Financial		1% of Budget or <\$5K	2.5% of Budget or <\$50K	> 5% of Budget or <\$500K	> 10% of Budget or <\$5M	>25% of Budget or >\$5M	
Political, Reputation & Image		Isolated, internal or minimal adverse attention or complaint. No impact on funding or political support.	Heightened local community concern or criticism. Possible minor impact on funding and political support at local level.	Significant public criticism with or without media attention. Significant impact on funding and/or political support at local level.	Serious public or media outcry, broad media attention. Major impact on funding and/or political support at local and state level.	Extensive public outcry; potential national media attention. Complete removal of funding source and/or political support.	
Matrix		1	2	3	4	5	
Almost Certain	Is expected to occur in most circumstances	5	Medium	High	High	Extreme	Extreme
Likely	Will probably occur	4	Medium	Medium	High	High	Extreme
Possible	Might occur at some time in the future	3	Low	Medium	Medium	High	Extreme
Unlikely	Could occur but doubtful	2	Low	Medium	Medium	High	High *
Rare	May occur in exceptional circumstances	1	Low	Low	Medium	Medium	High *

Appendix 11 Decommissioning Artwork pro forma

Please refer to Section 10 of the Public Art Guidelines and Criteria.

1. Project Description

Title of Artwork:	
Name of Artist:	
Type of Artwork:	
Artwork Materials and Construction Details:	
Location of Artwork:	
Signage for Artwork:	
Date of Procurement:	
Estimated Life of Artwork:	
Value of Artwork (estimate if unknown):	

2. Condition of Artwork

(tick and comment on relevant points below)

It can no longer be considered to be the original work of art	
It is beyond restoration or the cost of restoration is excessive in relation to the value of the artwork	
The cost of ongoing maintenance is excessive	
The work has deteriorated and represents an unacceptable level of risk or danger to the public	

Changes to the environment impact on the integrity of the work, affecting the artist's original intent or moral rights	
The work of art has design faults, either on a material or workmanship basis	
The artistic merit of the work falls below the general level of the collection of public artworks	
The public art work lowers the level of quality or representation of its specific area	
Council wishes to replace the work with a more significant work by the same artist	
Consultation with the artist - Consideration will be given to the artist's rights in relation to the future of the work, including options for repairs to the work	
Determine options for relocation or disposal of the public art work, including an appraisal of the value of the piece	

3. Risk Assessment

Governance Contractual and Legal:	
Public Liability or OH&S:	
OH&S:	
Environment:	
Financial:	
Political, Reputation & Image:	

4. Operational Considerations

Operational Impacts:	
Operational Costs:	

Attach copies of the following (check box as applicable):

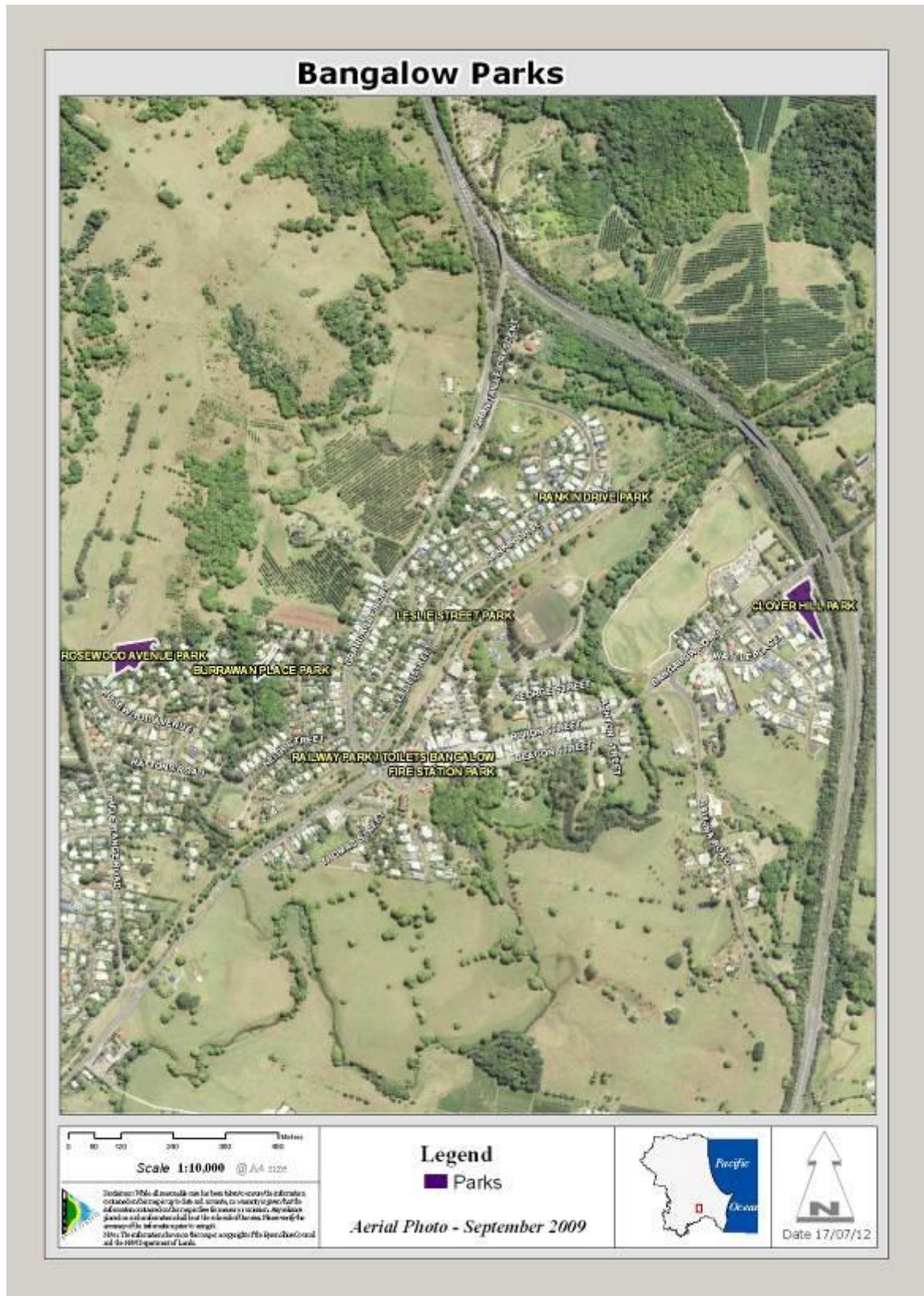
- Photos/drawings providing visual samples of proposed work
- Risk Assessment (template available)
- Maintenance manual (template available)

This form, with attachments, should be sent to the Public Art Asset Officer

**The Public Art Assessment Panel (PAAP) meets on a regular basis.
Your application will be considered at the next available PAAP meeting.**

Appendix 12 Maps showing parks in Byron Shire

Note: Not all parks indicated are Council owned or managed lands, nor suitable for Public Art.



Brunswick Heads Parks



Legend

- Parks

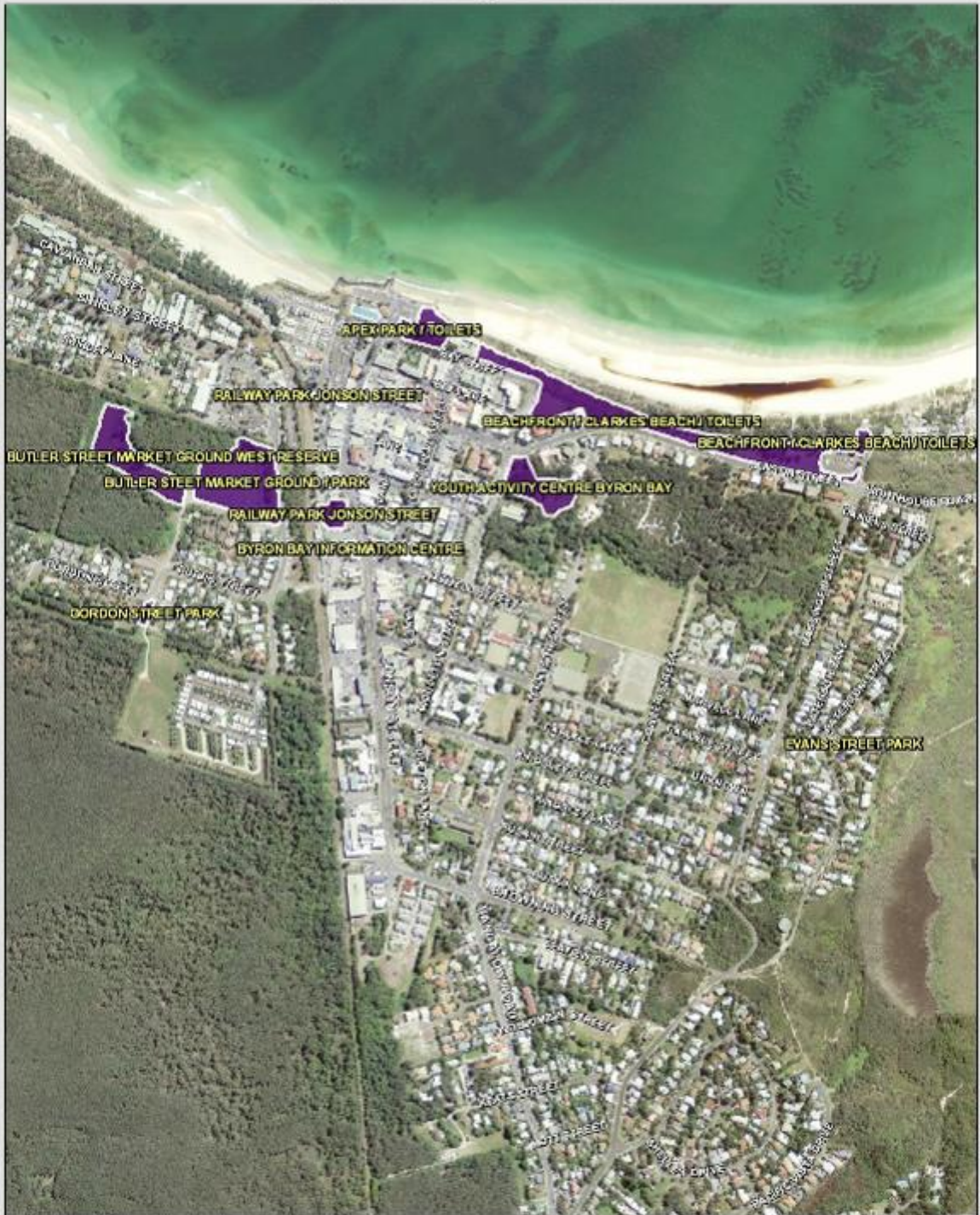
Aerial Photo - September 2009

Pacific Ocean

2

Date 17/07/12

Byron Bay Parks



0 50 100 200 300 400 Metres

Scale 1:10,000

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Legend

Parks

Aerial Photo - September 2009

Pacific Ocean

Date 17/07/12

Federal Parks



0 20 60 120 180 240 METERS

Scale 1:5,000  AV

Disclaimer: This information and other data contained herein are for general information only. It is not intended to be used as a basis for any legal or other action. The information contained herein is provided as a service to the public and is not intended to be used as a basis for any legal or other action. The information contained herein is provided as a service to the public and is not intended to be used as a basis for any legal or other action.

Legend

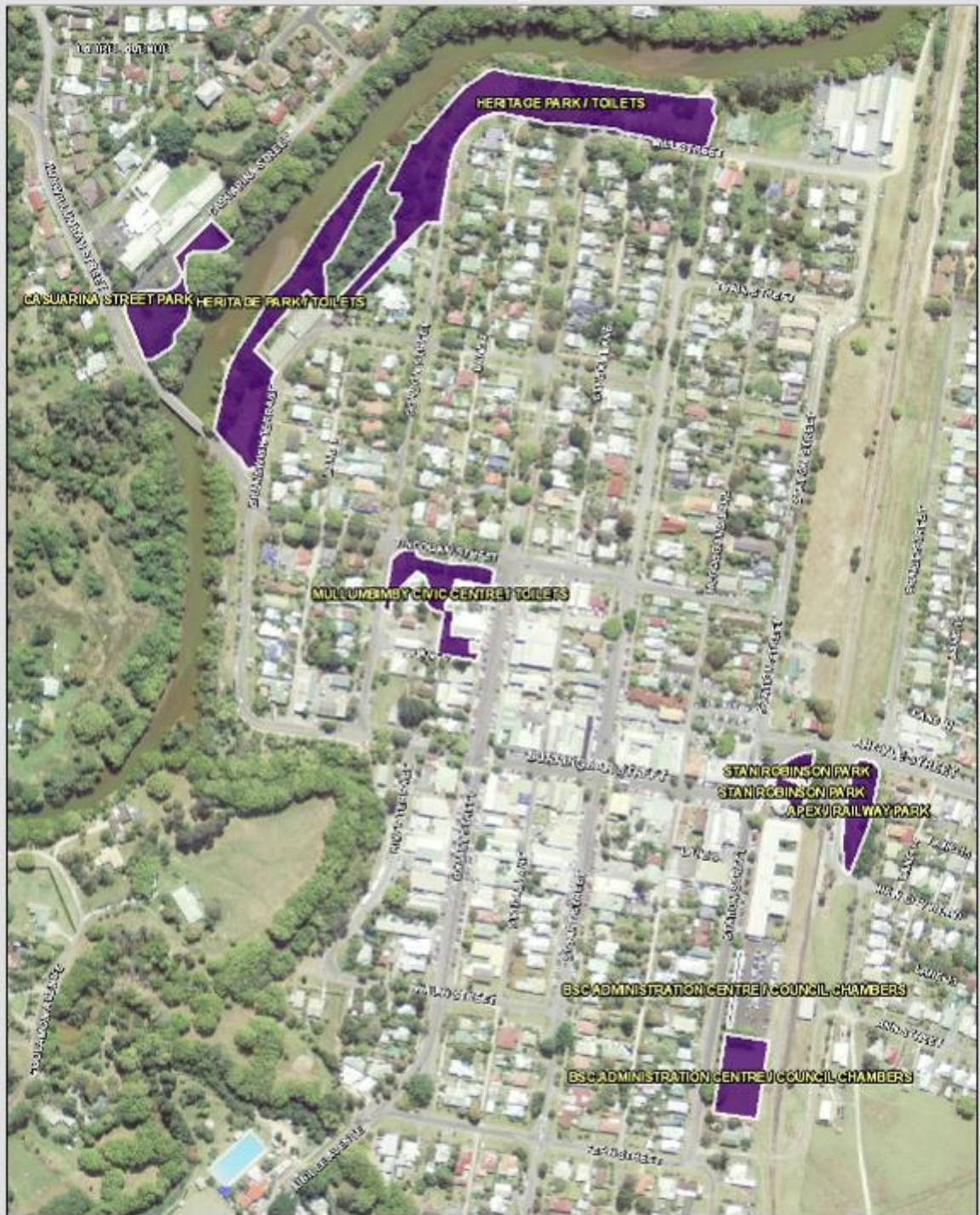
 Parks

Aerial Photo - September 2009




Date 17/07/12

Mullumbimby Parks



Legend
 Parks

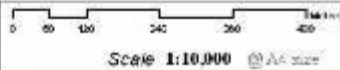
Aerial Photo - September 2009

Pacific
Ocean

2

Date 17/07/12

Ocean Shores Parks



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Legend
 Parks

Aerial Photo - September 2009



Date 17/07/12

South Golden Beach Parks



0 80 160 240 320 400 Meters

Scale 1:10,000 AV size

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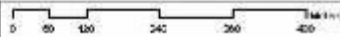
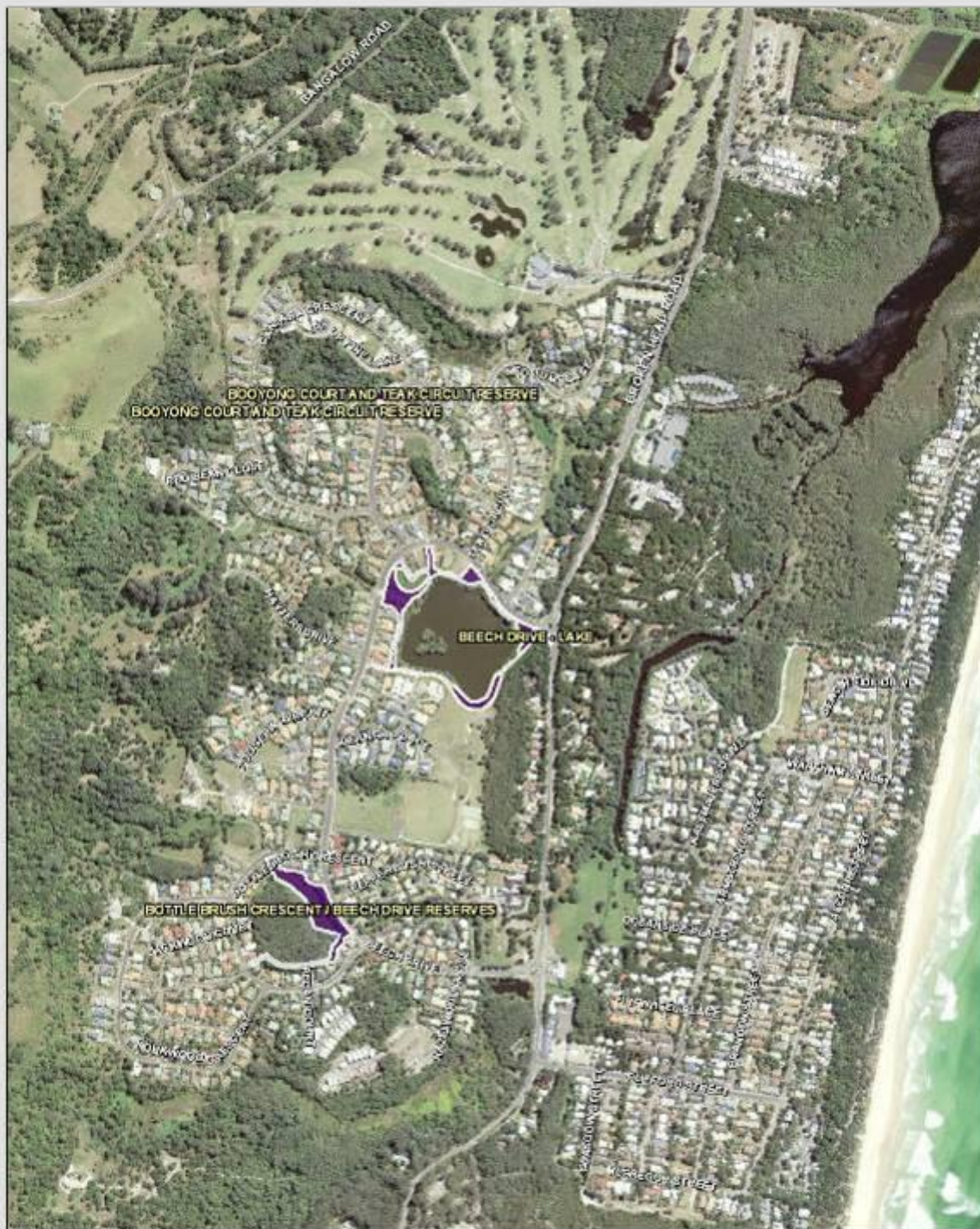
Legend

Parks

Aerial Photo - September 2009

Date 17/07/12

Suffolk Park Parks



Scale 1:10,000



Disclaimer: This information is provided as a guide only. It is not intended to be used as a basis for any legal or financial decision. The information contained in this map is for general information only. The user should verify the accuracy of the information before using it for any purpose. The user should also verify the accuracy of the information before using it for any purpose.

Legend

Parks

Aerial Photo - September 2009



Date 17/07/12

Appendix 13 Checklist for assessment of Public Art loans or donations



Public Art Assessment Panel

Checklist to assess Public Art Applications that are loaned or donated to Council

This

checklist has been developed to help guide the Public Art Assessment Panel assess applications. It provides the key criteria for assessment from the Public Art Guidelines and Criteria (numbered references below refer to this document), but should not be used as the definitive tool for assessment. The Public Art Assessment Panel should also consider information from the *Public Art Assessment Panel Terms of Reference*, the Byron Shire Council *Public Art Policy* (10/011) and the *Public Art Guidelines and Criteria*.

Name of Artwork:

Criteria	Comments
Does the application comply with the Public Art Policy principles and objectives.	
Public Art Asset Application received, completed with attachments: <ul style="list-style-type: none"> • Artist's CV • Artistic statement • Photos/ drawings/ visual samples 	
Is the artwork procured, loaned or donated to Council? <i>If the artwork is donated, a staff assessment of installation costs and ongoing maintenance costs will be required. (7.4 re Deductible Gift Recipient gifts, 15 re installation considerations)</i>	
Is a Risk Assessment required? If so, is a Risk Assessment form completed and supplied? Is the risk assessment appropriate to proceed? (11) <i>This criterion will be informed by information provided by the artist about artwork materials and construction details, and the proposed location of the artwork.</i>	

Appendix 13 (continued)

<p>Is a Maintenance Manual required? If so, is a Maintenance Manual completed and supplied? Is the information provided appropriate to proceed? (14) <i>This criterion will be informed by information provided by the artist about artwork materials and construction details, and the proposed location of the artwork.</i></p>	
<p>Estimated life of the artwork</p>	
<p>Is the proposed location of the artwork suitable? What other considerations or conditions will relate to the proposed location? (13)</p>	
<p>Is the proposed signage for the artwork appropriate? (7.2)</p>	
<p>Is the artwork proposal of special significance to a group within the community, such as Aboriginal, education, youth, accessible arts. Does a key stakeholder not on the PAAP need to be consulted?</p>	
<p>What are the timeframe implications – does the PAAP have suggestions about timing of installation of the artwork? <i>Please consider a public exhibition period as per 7.5 (p9).</i></p>	
<p>Are there any budget implications (apart from maintenance) which the PAAP needs to provide comment? (7.3)</p>	
<p>Any other considerations not covered by the above points?</p>	

Recommendation: