



MAC yapang First Class 24

Terms and Conditions

PRIOR TO ENTRY

Please ensure you have read, understood, and agree to the Terms and Conditions.

Please have high resolution images available of your artwork in an accepted file format. There is a maximum file limit of 25 megabytes per application. However, it is strongly recommended you try to keep files under 5 megabytes. For iPad and iPhone users, ensure your file has been converted from HEIC to an accepted file type or take your image without the 'live' function.

For moving image artworks, be ready to upload some high resolution still images and send your artwork by WeTransfer to firstclass@lakemac.nsw.gov.au with your full name in the title. Please ensure your video is in an accepted file format and is exhibition ready including any on screen credits.

Please refer to this [handy guide](#) for assistance on photographing your artwork and file formats.

For additional support with the online process please email firstclass@lakemac.nsw.gov.au

TERMS AND CONDITIONS OF FIRST CLASS 24

Eligibility

First Class 24 is open to 2024 HSC Visual Arts students from Lake Macquarie and surrounding areas.

Works nominated for ArtExpress preselection ARE ELIGIBLE for First Class 24 however, if the work is accepted for the ArtExpress exhibition tour, MAC yapang must be notified IMMEDIATELY.

Artwork

Works may reflect a range of media including but not limited to, painting, drawing, printmaking, photomedia, moving image and sculpture.

Entry procedure

Applications open in SmartyGrants Mon 9 September 2024 (EST).

Applications are due by 3pm, Thursday 7 November 2024 (EST) in SmartyGrants. LATE ENTRIES WILL NOT BE CONSIDERED.

Entry into First Class 24 requires completion of all components within the online application form, including providing quality images accurately reproducing the work, and acceptance of the Agreement section. If contact information is incomplete the applicant may be deemed ineligible.

Completing the online application form does not guarantee final selection.

Selection procedure

Works are chosen for exhibition based on a range of factors including curatorial narratives, technical execution, and available exhibition space. The curators' decision of selection is final.

The selection of exhibiting artists will be announced via the MAC yapang website on Friday 22 November 2024. Only the curators' selection of artists will be invited to deliver work for the exhibition.

The curators may decide to exhibit only selected elements of a body of work, based on a range of factors including curatorial narratives, technical execution, and available exhibition space.

MAC yapang reserves the right not to exhibit the work if, in the opinion of the curators, the images submitted are not an adequate representation of the actual work received.

Delivery and collection of work

Works selected for exhibition will be loaned from the artist to MAC yapang and must remain on show for the full duration of the exhibition - Saturday 15 February – Sunday 6 April 2025.

Work must be delivered ready to install. MAC yapang WILL ACCEPT unframed work however, hanging fixtures should be attached by the artist prior to delivery.

Artists are responsible for arranging delivery and collection of their work to MAC yapang. Adequate precautions must be taken in packing of work as no responsibility will be taken for damaged or lost work in transit. If the work is sold whilst on display, MAC yapang will arrange collection with the purchaser.

DELIVERY AND COLLECTON OF WORK IS BY APPOINTMENT ONLY.

If you are selected to exhibit, please ring (02) 4921 0382 to book a delivery and collection time.

Delivery hours are 9.00 am and 3.00 pm Tuesday 21 – Thursday 23 January 2025. Work will not be accepted outside these hours without prior arrangement.

Collection hours are 9.00 am and 4.00 pm Tuesday 8 – Thursday 10 April 2025. Work will not be accepted outside these hours without prior arrangement.

If work has not been collected within 6 months after the cessation of the exhibition, MAC yapang may, after having made all reasonable efforts to locate the artist and return the work:

- place the work in storage with any warehouse company at the account and risk of the artist;
- retain possession and charge storage fees at the rates quoted by any such warehouse company;
- carry insurance of the work at the artist's cost;
- If the work has not been collected within 1 year after the cessation of the exhibition, the MAC yapang may, after having made all reasonable efforts to locate the artist and return the work, dispose of the work.

Insurance and indemnity

MAC yapang will insure the work against loss, damage, theft, and destruction whilst it is at the venue. The insurance will be for a sum not less than the agreed value of the work as listed on the application.

If the work has been damaged and is repairable, MAC yapang will pay the artist the reasonable costs of repair to the work or, if the artist consents to MAC yapang making the repair, repair the work to the artist's satisfaction.

If the work is lost, stolen or irreparably damaged, MAC yapang will promptly notify the artist in writing and pay the artist the agreed value of the work.

Sale of work

In the event of sales enquiry, the artist will be contacted by MAC yapang on behalf of the interested party. Sales made through MAC yapang will incur a 25% commission fee.

Installation and duty of care of work

MAC yapang acknowledges that the work loaned always remains the property of the artist. MAC yapang will:

- will handle the work with special care at all times to prevent alteration, damage or deterioration to the work that is not a characteristic of the work;
- use best endeavours to ensure the work is displayed in a manner that is fair, accessible to the public and does not infringe the artist's right of integrity of authorship in the work;
- ensure that installation and repacking is carried out by suitably qualified personnel;
- follow any packing instructions provided by the artist;
- retain all original packing materials and use them for repacking the work at the close of the exhibition. Any damaged packaging will be discarded and replaced as necessary, ensuring that all components are relabelled;
- ensure the safe protection of the work at all times including storage and installation of the work in places equipped with adequate fire detection, protection and security monitoring systems.

Maintenance and repairs

MAC yapang accepts responsibility for maintaining the work. If the work becomes deteriorated or damaged and is repairable, the artist will be consulted and given the opportunity to carry out the necessary repairs. MAC yapang will pay the artist the reasonable costs of repair to the work or, if the artist consents to MAC yapang making the repair, repair the work to the artist's satisfaction.

MAC yapang:

- is entitled to affix hanging devices (including but not limited to, D-rings and pins), remount, reframe, provide a backing board, substitute plexiglass for glass and vice versa to the work;
- must return the work to the artist in the original frame or mount unless other arrangements are made between the artist and MAC yapang in writing.

If the work is constructed of non-durable materials, or if change or decay is in any way the essence of the work, MAC yapang will not be obliged to attempt to prevent any deterioration or make good any damage to the work which is attributable to that fact.

Catalogue and interview

Information collected in the application form including artist name and artwork details may be used in a catalogue and/or education resource supporting the exhibition.

MAC yapang will have full responsibility for the selection of any exhibition catalogue and/or education resource's writer/s, editorship of its text and reproductions, and its design.

MAC yapang will provide the artist with a free sample of the catalogue and/or education resource.

Invited artists will have the option of participating in a video interview which will be made available to the public. The artist gives permission for their statement and/or interview to be edited.

Copyright and moral rights

The artist:

- provides a perpetual licence for their work to be reproduced, in part, or whole, in promotional material, critical review; any catalogue and/or education resource, and in a non-commercial archive, non-lending reference and database of the exhibition;
- acknowledges that, while the work is on display, and despite best efforts, it will be impracticable for MAC yapang to prevent visitors taking photographs of the work (including on their smartphones). The artist will not hold MAC yapang liable for such photography or a visitor's subsequent use of such photographs;
- acknowledges that whilst MAC yapang will publish the work on web-based media in accordance with this agreement, MAC yapang cannot and does not warrant that the users of web-based media will respect the artist's copyright or moral rights.

MAC yapang will appropriately identify the artist as the creator of the work in all publicity of the exhibition, catalogues and any authorised reproductions.

Privacy and archive

Information provided in the application form will be used solely for the purposes of exhibition preparation, display, and promotion, unless the artist elects to receive further marketing material.

MAC yapang will properly maintain its archive, and not use or intentionally permit others to use, the archive for any purpose not specified in the application form without the artist's prior written consent.

MAC yapang will return archive material to the artist if the archive is disassembled or MAC yapang ceases to be solvent.

Disputes

If a dispute or disagreement arises between MAC yapang and the artist in connection with these Terms and Conditions, either party must notify the other party in writing about the dispute, and each party must refrain from starting any litigation or arbitration in relation to the dispute until the parties have complied with this clause.

The parties should meet within 14 calendar days after receipt of the notice of dispute and hold good faith discussions to attempt to resolve the dispute.

If the Dispute is not resolved within 28 calendar days after receipt of the notice of dispute, the parties agree to submit the dispute to mediation.

If the parties are not able to agree to a mediator or mediation process within 35 calendar days after receipt of the notice of dispute, the parties must submit the dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time.

If the parties are unable to resolve the Dispute within 7 calendar days of commencing mediation or such later time as may be agreed during the mediation, either party may refer the matter to arbitration or commence litigation.

The parties must continue to perform their respective obligations under these Terms and Conditions despite the existence of a dispute.

General provisions

MAC yapang and the artist acknowledge that the artist is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.

A notice required to be given under these Terms and Conditions may be delivered by hand, sent by pre-paid post or emailed or to MAC yapang's address/email as stated in the Terms and Conditions, or the address/email the artist has provided on their application form. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

These Terms and Conditions are the entire agreement between the parties regarding its subject matter. Any previous understanding, Terms and Conditions, representation or warranty relating to this subject matter is replaced by this one and has no further effect.

Nothing in these Terms and Conditions transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

These Terms and Conditions may only be modified by a written amendment signed by the parties.

Invalidity of any clause of these Terms and Conditions will not affect the validity of any other clause except to the extent made necessary by the invalidity.

These Terms and Conditions are governed by the law in force in New South Wales. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.