

# ARTIST BRIEF

## RFQ250007 - BASKETBALL HALF-COURT, PATH, BACKBOARD AND POLE ARTWORK



### 1. Invitation for Submissions

City of Palmerston is seeking submissions from suitably qualified artists or creative teams to:

- Create, supply and install a conceptual design to the basketball half-court, pathway boundary, backboard and pole
- Painting the approved design onto the basketball half-court, pathway boundary, backboard and pole.
- Incorporate and maintain existing basketball line markings.

# OVERVIEW

## 2. Key Dates

ITEM	DESCRIPTION	PARTICULARS	
1	Anticipated Start Date:	Artworks to Commence Monday 12 May 2025	
2	Anticipated Completion Date:	Artworks Completed Tuesday 3 June 2025	
3	Anticipated Dates of Key Deliverables:	<b>RFQ Opens</b>	Wednesday 19 February 2025
		Project Briefing Meeting - onsite	Tuesday 4 March 2025 10:30 am – 11:30 am (not compulsory)
		<b>RFQ Closes</b>	Wednesday 19 March 5:00pm ACST
		Panel Assessment	Tuesday 25 March 2025
		Successful and Unsuccessful Notifications	Week Commencing Monday 14 April
		CoP project management meeting, proof of insurances and contract signed with successful artist	Thursday 17 April 2025
4	Budget Invoicing Schedule:	< \$30,000.00 50% paid on signing of Contract 50% paid on completion of artwork and acquittal.	

## 3. CONTACT OFFICER

Primary Contact: Lee-Ann Joy, Place and Culture Lead  
[arts@palmerston.nt.gov.au](mailto:arts@palmerston.nt.gov.au)  
Phone: 08 8935 9922

## 4. ABOUT

City of Palmerston seeks Artist Submissions from local artists and organisations to provide a conceptual design to paint onto the basketball half-court, path, backboard and pole at Marlow Lagoon Recreation Area, Marlow Lagoon, Northern Territory.

The City of Palmerston is located at the top end of the Northern Territory. Situated about 20km south-east of Darwin, it is bounded by Litchfield Council in the north, east and south, by the East Arm in the west, and Unincorporated Northern Territory in the north-west. The City of Palmerston has an estimated population of 39,587 in 2021. High growth is expected to continue with Palmerston predicted to be the fastest growing region in the Territory between 2016 and 2036 with an annual growth rate of 2.4%. The population is predicted to reach 44,108 by 2026 and 57,772 by 2036.

Aligning with the City of Palmerston's Community Plan and Creative Industries Plan, we want to promote professional growth, creative exploration, innovation and foster community engagement. Through these efforts, we aspire to enrich the cultural landscape, inspire positive social change through the transformative power of art, and support the local economy by creating art experiences that attract our residents and visitors. We encourage innovative and conceptual designs that reflect the vibrancy of Marlow Lagoon Recreation Area in its surrounding colours, nature, vistas, and amenities.



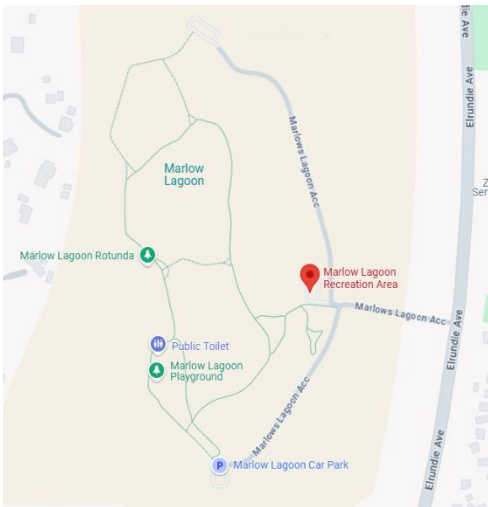
Figure 1: Basketball Half Court and Path



## 5. SITE

Location: Marlow Lagoon Recreation Area, 36 Elrundie Avenue, Marlow Lagoon, NT 0830

Marlow Lagoon is a Recreation Area located in the City of Palmerston, approximately 24 km from Darwin CBD. The recreation area is a beautiful site of trees, walking paths, lagoon vistas, a children's play space, a rotunda, public toilets, a dedicated dog park, a netball practice area and a basketball court.



Images: City of Palmerston

## 6. BASKETBALL HALF-COURT

The basketball half-court and surrounding path is located west of Marlow Lagoon playground and can be accessed by two carparks on Marlow Lagoon roadways, which enter from Elrundie Avenue.

The half-court size measures approximately 19 x 14 metres = 266 sqm. The surrounding boundary comprises of nineteen concrete squares at approximately 2.5 x 2.5 metres = 6 sqm each.

For a Plan DWG, please refer to Appendix 3 – Plan DWG – Basketball Court – Marlow Lagoon

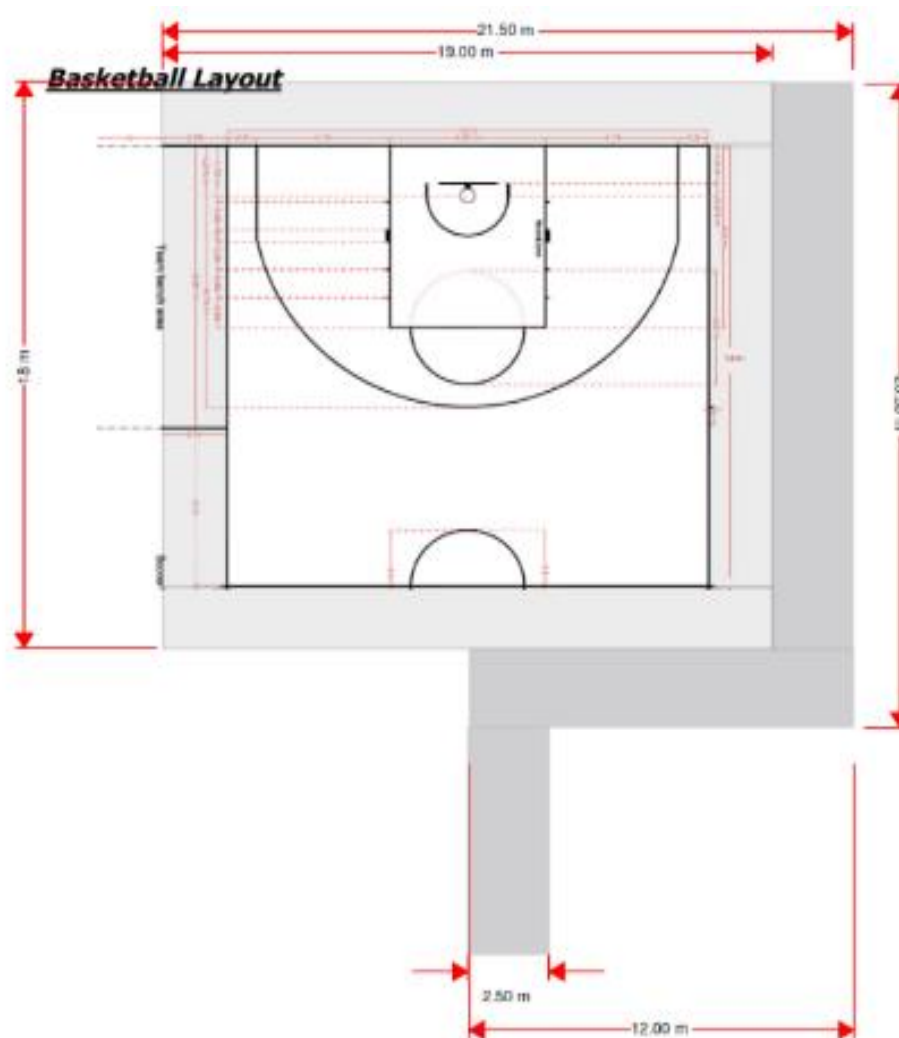


Figure 2: Basketball Half-Court – plan view – not to scale



## INSPIRATIONS

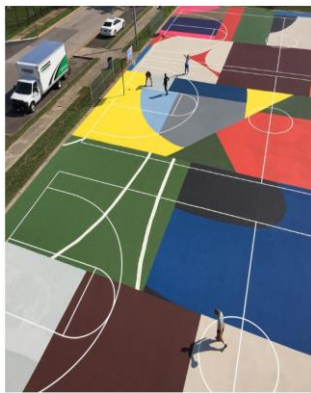


Figure 3 (top left): Basketball Court Art by Katrien Vanderlinden. Aalst basketball court, Belgium. Image: DEZEEN <https://www.dezeen.com/2017/10/03/hypocourt-katrien-vanderlinden-basketball-court-artwork-aalst-belgium/>

Figure 4: Half size court design by Inka Ilori, image: Canary Wharf <https://www.architecturaldigest.com/gallery/best-designed-basketball-courts-world>

Figure 5 (middle left): Designed by Willian Lachance. Image: Instagram/artcollectif

Figure 6: Wangkatjungka basketball court. Image: Instagram- gayaadhuwi

Figure 7: Design by Project Blackbord. Image: Nicola Ciccarelli <https://www.architecturaldigest.com/gallery/best-designed-basketball-courts-world>

Figure 8: Aboriginal Flag, Dareton Public School. Image: Facebook, NSW department of Education

Figure 9: (bottom right) Design by artist Adi Nachum. Image: Amir Yakoby <https://www.architecturaldigest.com/gallery/best-designed-basketball-courts-world>

## 7. SUBMISSION REQUIREMENTS

The submission should include:

- Completed *Return Artist Brief*
- Signed *Declaration*

Failure to complete a Return Artist Brief and provide relevant documentation may result in the submission being considered non-conforming and not assessed.

## 8. Provide a Return Artist Brief

Please provide a *Return Artist Brief* addressing the following:

### A. Artist, Key Personnel and Reference details

Please list and provide details of the following:

Artist and Key Personnel details:

- Artist name and all key personnel
- Business name and address,
- ABN (+ ACN if applicable)
- Contact person
- Mobile number and email address

Referees x2

- Reference name
- Reference business name
- Reference relationship
- Reference mobile number and email address

Note: Council will treat the REFEREE persons set out above as the Artists referees and may contact any or all of the nominated personnel. Any information provided by the referees will be treated as having been given as commercial in confidence.

### B. Technical Capabilities

- Provide CVs for key personnel to demonstrate their qualifications, skills and experience of the individuals who intend to engage in providing the art outcome.
- Provide pictorial evidence of previous work relating to this submission
- Provide URL's and any social media tags deemed relevant to this submission

### C. Project Methodology, Understanding and Ability to Meet Timeframes

#### 1. Concept

- All designs must contextualise the greater Palmerston region
- Explain your conceptual idea. It can be based on research, theory, site context, history, or anything; but we must understand how you formed your idea and how it translated into your design.
- Present a design that covers the entire dimensions of the half court and pathway
- Retain all line markings on the basketball-half court
- All designs must be to scale. Any submissions not to scale may be declined.

## 2. Materials

Palmerston is subject to a harsh climate, so the materials you choose is important to the quality of the project outcome.

Submit a short overview of why you have chosen your surface prep, paint and finish and how it will benefit your design to provide longevity in the harsh conditions of sun, rain and humidity.

### Paint

- Brand, product name, colour and code (note: if mixing paint, we require the RGB or CYMK (for the future maintenance of works)
- Manufacturers data sheet and application specifications

### Surface Preparation and Finish/Seal

- Brand, product name and code.
- Manufacturers data sheet and specifications for application.

## 3. Site Equipment

- Provide a list of what site equipment you will bring, including items for cordoning of work area

## 4. Environmental Protection and Sustainability

- How does your team or creative organisation support environmental sustainability and how does it apply to your project?

## 5. Timeline

- Provide a proposed project schedule showing a timeline for producing your artwork. This will assist us in understanding your work schedule, who is on-site, and what resources Council will be required provide on any of the days.

## D. Local Content

Provide a response to the following question:

How does your art practice contribute to or support the Palmerston or broader NT economy and how? For example:

- do you reside in Palmerston?
- does your art practice/business employ local Palmerston residents?
- will you use local suppliers for your materials?
- will you relocate to Palmerston for the duration of the art project?

## E. Price and Value for Palmerston

Use the format provided below and submit a budget that itemises the following:

1. Concept Design and Artist Fee
2. Materials – list each item
3. Equipment – name and list each item, including if rates are for hiring
4. Hourly rates – for each personal on-site

Note: please work within the National Association for the Visual Arts (NAVA) guidelines for public artists. (<https://code.visualarts.net.au/payment-rates/fees/public-art-fees#artist-fees>)



Artists may be required to provide tax invoices at the end of the Commission and before final payment is made.

QTY.	ITEM	COMMENTS/INFORMATION		AMOUNT (EX GST)
			Total	

## 9. COPYRIGHT & MORAL RIGHTS

As the artwork has been commissioned for a commercial purpose, copyright ownership resides with City of Palmerston, this includes the unlimited, royalty-free, non-exclusive right to use, reproduce and distribute images or recordings of the Artwork for promotional, documentary, and educational purposes, provided they are not for profit. The Artist confirms the Artwork is their own and not derivative of another Artist's work. The Artist has moral rights notwithstanding the copyright of the Artwork including being attributed to the creator of the Artwork.

## 10. CONFLICT OF INTEREST

If the Respondent has a conflict of interest (or any potential for a conflict of interest) concerning this submission, details of that conflict or potential conflict, please provide details on a separate page and attach to the Return Artist Brief.

## 11. PROOF OF INSURANCES

Prior to works commencing, the successful applicant will be required to provide written evidence of the following insurances:

- Public Liability Insurance for not less than \$20M per occurrence
- Professional Indemnity Insurance for not less than \$1M per occurrence (if applicable).
- Workers Compensation Insurance as required by law.

## 12. NON-CONFORMANCE STATEMENT

The Artist must signify whether its Commission Offer for the Art Project is a Conforming Offer or a Non-Conforming Offer by striking out below that which is not applicable.

This Commission Offer is a   \*\*Conforming Offer\*\*       \*\*Non-Conforming Offer\*\*.

Where the Artist is unwilling to accept certain Requirements and/or Conditions of Commission, the non-acceptance or partial acceptance must be clearly and expressly stated below. It is not sufficient that the statement appears only as part of an attachment to the Commission Offer or be included in a general statement of the Artists usual operating conditions.

Council is prepared to contemplate minor variations or departures from the Return Artist Brief Requirements and Conditions of Commission. However, Artists should note that significant or substantive variations or departures from the documents will not be viewed favourably unless the Artist is able to demonstrate to the satisfaction of Council the necessity for such variations or departures.

NON-CONFORMANCE	RELEVANT CLAUSE/REFERENCE	PROPOSAL/VALUE

### 13. APPENDIX ISSUE

Please list all addenda, additional information and correspondence (if any) that the Respondent received from Council prior to the Quotation closing time and date.

1	COMMISSION CONDITIONS
2	CONDITIONS OF CONTRACT
3	PLAN DWG – BASKETBALL COURT – MARLOW LAGOON

### 14. SELECTION CRITERIA

Artists will be selected based on the following:

- Return Artist Brief addressing:
  - a. Local Content, including but not limited to employment, up-skilling and local industry participation
  - b. Price and Value for Palmerston
  - c. Project Methodology, understanding scope and site context
  - d. Technical Capabilities, capabilities of key personnel and aesthetic outcomes
  - e. Environmental Protection and Sustainability

### 15. SUBMISSION FORMAT

Email in PDF format not exceeding 5GB to:

[arts@palmerston.nt.gov.au](mailto:arts@palmerston.nt.gov.au) before 5 pm ACST, on Wednesday 19 March 2025.



## 16. DECLARATION

Having examined the Council's Artist Brief, the Commission Conditions, and the Conditions of Contract together with any schedules and all other documents and information relating to this Contract for the performance of the Services and submitting our Commission Offer, we offer to carry out the Services in accordance with the terms and conditions of the Contract documents for the price stated in the Commission Offer.

This document together with Council's written acceptance thereof shall constitute a legally binding Contract. If Council requires a formal agreement to be signed, then we will sign and return such an agreement within 21 days of our receipt of such a document.

We understand that you are not bound to accept the lowest or any Commission Offer you may receive, and you will not pay any expenses incurred by us in preparing and submitting this Commission Offer.

Signed by or on behalf of the Artist

Signature:

Name:

Title/Position:

Date:




# APPENDIX 1: COMMISSION CONDITIONS

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Please read and understand:

1. Interpretation and Definitions
  - 1.1. Terms defined in Conditions of Contract, which are used in these Conditions, have that defined meaning.
  - 1.2. Closing Date means the commission offer close date specified on the Overview page, Key Dates – item 3.
  - 1.3. Commission Offer means your Return Artist Brief and Declaration.
2. Enquires
  - 2.1. If you have any questions about this Commission offer, you must lodge a written enquiry through the Contact Officer no less than three (3) business days before the Closing Date.
  - 2.2. If Council responds to an enquiry, it will do so in writing and may provide the same information to any other persons who have indicated an interest in making an Offer.
3. No Collusion
  - 3.1. Under no circumstances should you disclose the contents of your Commission Offer with any other party that is submitting a Commission Offer.
  - 3.2. If you disclose or discuss your Commission Offer with any other potential Respondent, your Commission Offer may be disqualified at Council's discretion.
4. Quotation Offer Submission
  - 4.1. You must complete the Commission Offer and submit the Commission Offer and supporting material with the Contact Officer by the Closing Date in the manner specified in the Artist Brief - Submission Format.
  - 4.2. If there is insufficient room in any part of the Commission Offer, you should attach the relevant documents or information to the Return Artist Brief.
  - 4.3. The Commission Offer (once completed and uploaded/lodged pursuant to these Commission Conditions) constitutes an offer by you which may be accepted by Council. If Council accepts your offer, then the parties are immediately bound.
  - 4.4. If your Commission Offer is accepted by Council, you may be required to sign a Formal Instrument of Agreement incorporating the Conditions of Contract, the key dates and those parts of your Commission Offer which constitute the agreement between the parties.
  - 4.5. Your Commission Offer shall be open for acceptance by Council for four (4) weeks after the Closing Date.
  - 4.6. Council is not obliged to accept any Commission Offer.
5. Additional Information
  - 5.1. Council may require that you submit additional information concerning your Commission Offer, which may include further financial information, or information to verify the contents of your Commission Offer.

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- 5.2. If you do not submit such additional information within the time Council requires, Council may refuse to consider your Commission Offer.
6. Evaluation
- 6.1. Council will take into account the criteria in the Return Artist Brief in evaluating the Commission Offer.
- 6.2. In evaluating and selecting a Commission offer, Council will abide by its Procurement Policy and the Local Government Act (NT) and associated regulations and general instructions.
7. Acceptance
- 7.1. If your Commission Offer is accepted by Council, you will be notified in writing, and Council will forward a Purchase Order or Letter of Acceptance to you.
- 7.2. When you receive Council's letter of acceptance or Purchase Order, the parties will be bound to all the *Conditions of Contract* and the terms of your accepted Commission Offer.
8. Costs
- 8.1. Council will not refund any costs incurred by you in making a Commission Offer. Even if Council terminates this Commission Offer at any time, Council will not be responsible for any costs that you have incurred.
9. Lawful Directions
- 9.1. If any competent authority, whether before the commencement of this contract or during its term, issues any notice or direction (however described) (Direction) which has the force of law and which affects, or may affect, the performance of the obligations under this contract, the Artist must comply with that Direction.
- 9.2. Council may, so often as it reasonably determines to be necessary, require that the Artist provide a statutory declaration made by an authorised officer of the Artist, in a form approved by Council, confirming the Artists compliance with the Direction and providing appropriate evidence of that compliance.


## APPENDIX 2: CONDITIONS OF CONTRACT


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Please read and understand:

1. Term  
This Contract begins on the date the Artist receives the Purchase Order or Letter of Acceptance issued in accordance with clause 7 of Appendix 1 Commission Conditions.
2. Services  
The Artist will perform the Services specified in clause 1 of the Artist Brief and provide the Deliverables A to E by the dates specified in the Artist Brief.
3. Payment
  - 3.1. The Artist shall issue valid tax invoices at the time specified in the Artist Brief.
  - 3.2. Provided that Council is satisfied that the services identified in each tax invoice are in accordance with the Deliverables required to be provided by the Artist, the Council will pay each tax invoice within 30 days of receipt.
4. Quality of Services
  - 4.1. The Artist must perform the Services to a standard expected of a reasonably competent provider of such services and within the times specified in the Artist Brief.
5. Confidentiality
  - 5.1. When receiving Confidential Information, the Receiving Party must:
    - 5.1.1. keep all Confidential Information of the Disclosing Party confidential, unless strictly required otherwise by law;
    - 5.1.2. limit access to those of its personnel reasonably requiring the Confidential Information on a strictly need to know basis;
    - 5.1.3. not use any Confidential Information in any way other than for the Services or as otherwise contemplated by this Contract without the prior written permission of the Disclosing Party; and
    - 5.1.4. ensure that all personnel to whom Confidential Information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise, to keep the Confidential Information confidential and not to use the Confidential Information except in relation to the subject matter of this Contract.
  - 5.2. Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:
    - 5.2.1. available to the public at or after the date of its disclosure to the Receiving Party otherwise than through the default of the Receiving Party; or
    - 5.2.2. properly in the possession of the Receiving Party otherwise than by prior confidential disclosure from the Disclosing Party; or
    - 5.2.3. demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.



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- 5.3. Subject to clause 5.4 Council agrees to treat as confidential all information of or relating to the Artist that is provided to it, whether under this Contract or the Tender Documentation, by or on behalf of the Artist.
- 5.4. The Artist hereby acknowledges and consents to:
- (a) the Council publishing, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the Council's Procurement Policy;
  - (b) the Council making available all information to other government authorities and/or the Northern Territory Ombudsman requested by other government authorities and/or the Northern Territory Ombudsman in relation to the Artist and/or this Contract; and
  - (c) the Council making available all information in relation to the Artist or this Contract as may be required to comply with its obligations under the Information Act 2002 (Northern Territory).
- 5.5. At the termination or expiration of this Contract and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and must not keep any copies in any form.
6. Intellectual Property
- 6.1. Each Party:
- 6.1.1. agrees that it will not have any claim, ownership or interest in the other Party's Background Intellectual Property;
  - 6.1.2. grants the other Party a non-exclusive, royalty-free licence for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Services; and
  - 6.1.3. agrees that if Background Intellectual Property which has been made available pursuant to sub-clause 6.1.2 is required for the commercialisation of the Services, it must be made available on commercial terms to be negotiated in good faith by the Parties. If the Parties cannot reach agreement on commercial terms, the matter must be dealt with in accordance with clause 10.
- 6.2. Subject to clause 6.1, the rights to all Deliverables, including the Intellectual Property created, discovered or coming into existence as a result of or arising out of the Deliverables will be the property of and vested in the Council.
- 6.3. Ownership or other rights in the Deliverables will not pass to the Council if payment is not made in accordance with clause 3 of this Contract.
7. Risk, Liability and Insurance
- 7.1. The Artist indemnifies the Council and its staff, and will keep the Council and its staff indemnified, against all loss, damage, cost or expense suffered or incurred by the Council or its staff by reason of any breach of this Contract by the Artist or in any way connected with the performance or purported performance of the Services.
- 7.2. Throughout the term of this contract, the Artist must maintain the policies of insurance covering public liability and professional indemnity for amounts not less than those specified in the Artist Brief, Proof of Insurances.

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- 7.3. The policies of insurance required by clause 7.2 must contain a principal's indemnity extension in relation to the Services, and must be maintained until all of the Services have been performed. The Artist must, on request from the Council, promptly produce evidence of currency on all the policies required by clause 7.3.
8. Termination
- 8.1. This Contract may be terminated at any time with the consent of both Parties.
- 8.2. The Artist may terminate this Contract if the Council is in default of the terms and conditions of this Contract and fails to remedy the default within fourteen (14) Business Days after receiving Notice requiring the remedy of the default.
- 8.3. Council may terminate this Contract without cause, giving notice in writing to the Artist. In that event the Contract shall be terminated forthwith and the Artist must provide to Council all work undertaken by the Artist pursuant to the Artist to that date, and the Artist shall be entitled to payment pro rata for that completed work.
- 8.4. Termination of this Contract for whatever cause shall be without prejudice to any rights or obligations that have accrued or are owing prior to such termination, including but not limited to payments of money.
9. GST
- 9.1. For the purposes of this clause the value of taxable supply made by each Party under this Contract is as follows:
- 9.1.1. unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one Party to the other under this Contract has been calculated without regard to, and is exclusive of, GST;
- 9.1.2. the consideration referred to in paragraph (9.1) shall be increased by the amount of any GST;
- 9.1.3. the Party receiving any payment for a taxable supply under this Contract shall provide to the Party making a payment for a taxable supply a tax invoice in respect of that payment; and
- 9.1.4. the Party receiving any payment under this Contract for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the Party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.
10. Dispute Resolution
- 10.1. A Party claiming that a dispute has arisen under this Contract (Dispute) must notify the other Party giving written details of the Dispute. The Parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each Party who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute.
- 10.2. Any Dispute which cannot be settled under clause 10 within 21 days of the Dispute being notified under that clause or by such later date (if any) as may be agreed in writing by the Parties must be referred for determination by a person appointed for that purpose by the Parties and failing agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Northern Territory Division).

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- 10.3. Any determination made under the above clause is binding on the Parties and the Commercial Arbitration Act 2011 (Northern Territory) applies to the determination except to the extent otherwise agreed by the Parties.
- 10.4. Nothing in this clause 10 will prevent a Party from seeking interlocutory relief.
11. Relationship  
The Parties are independent contracting parties, and nothing in this Contract shall make any Party the agent, partner or legal representative of the other Party for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other Party on any account whatsoever.
12. Governing Law  
The laws that are applicable in Northern Territory, Australia govern this Contract and each Party submits to the jurisdiction of the courts of that state and the courts of appeal therefrom.
13. Compliance  
The Artist must comply with all legislation applicable to the Services and their delivery including but not limited to Work Health and Safety and Anti-Discrimination legislation as well as any relevant Council policies.
14. General
- 14.1. Entire agreement  
This Contract and any annexures constitute the entire agreement of the Parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.
- 14.2. Amendment  
This Contract may only be amended in writing signed by the parties.
- 14.3. Assignment  
A Party may not assign its rights or obligations arising under this Contract without the prior written consent of the other Party, which consent may be given or not given at the discretion of the Party whose consent is requested and subject to such conditions (if any) as that Party may determine.
- 14.4. Waiver  
A waiver by either Party of a breach of any provision of this Contract does not constitute a waiver of any succeeding breach of the same or any other provision.
- 14.5. Severance  
If any provision or part provision of this Contract is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Contract shall remain in full force and effect.
15. Definitions and Interpretation
- 15.1. In this Contract, unless the context requires otherwise:  
*Background Intellectual Property* means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Contract, which the Party determines, in its sole discretion, to make available for the carrying out of the Services.



*Confidential Information* includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.

*Artist* means the person described in the Purchase Order issued by Council in accordance with clause 7 of Appendix 1 Commission Conditions.

*Contract Particulars* means the particulars set out in clause 2 of the Artist Brief - Key Dates.

*Council* means City of Palmerston.

*Deliverables* means the reports and other materials embodying data, results and other information produced in and for the Services as described in the Artist Brief.

*Disclosing Party* means the Party that is disclosing Confidential Information.

*Intellectual Property* means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

*Notice* means any notice, demand, consent or other communication whatsoever given or made under this Contract and must be in writing.


*Parties* means the parties to this Contract and their respective successors and permitted assigns, and *Party* means any one of them.

*Receiving Party* means the Party that is receiving Confidential Information.

*Services* means the services specified in clause 1 of the Artist Brief - the Invitation for Submission.

15.2. The following rules apply unless the context requires otherwise:

- 15.2.1. the singular includes the plural and conversely;
- 15.2.2. a gender includes all genders;
- 15.2.3. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 15.2.4. a reference to a person, corporation, trust, sponsorship, unincorporated body or other entity includes any of them;
- 15.2.5. a reference to a clause is a reference to a clause of this Contract;
- 15.2.6. a reference to A\$, \$A, dollar or \$ is to Australian currency;
- 15.2.7. a reference to time is to Darwin, Australia time;
- 15.2.8. a reference to a document or instrument is to the document or instrument as amended, replaced or otherwise varied, except to the extent prohibited by this Contract or that other document or instrument;
- 15.2.9. a reference to legislation or to a provision of legislation includes a modification or re- enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

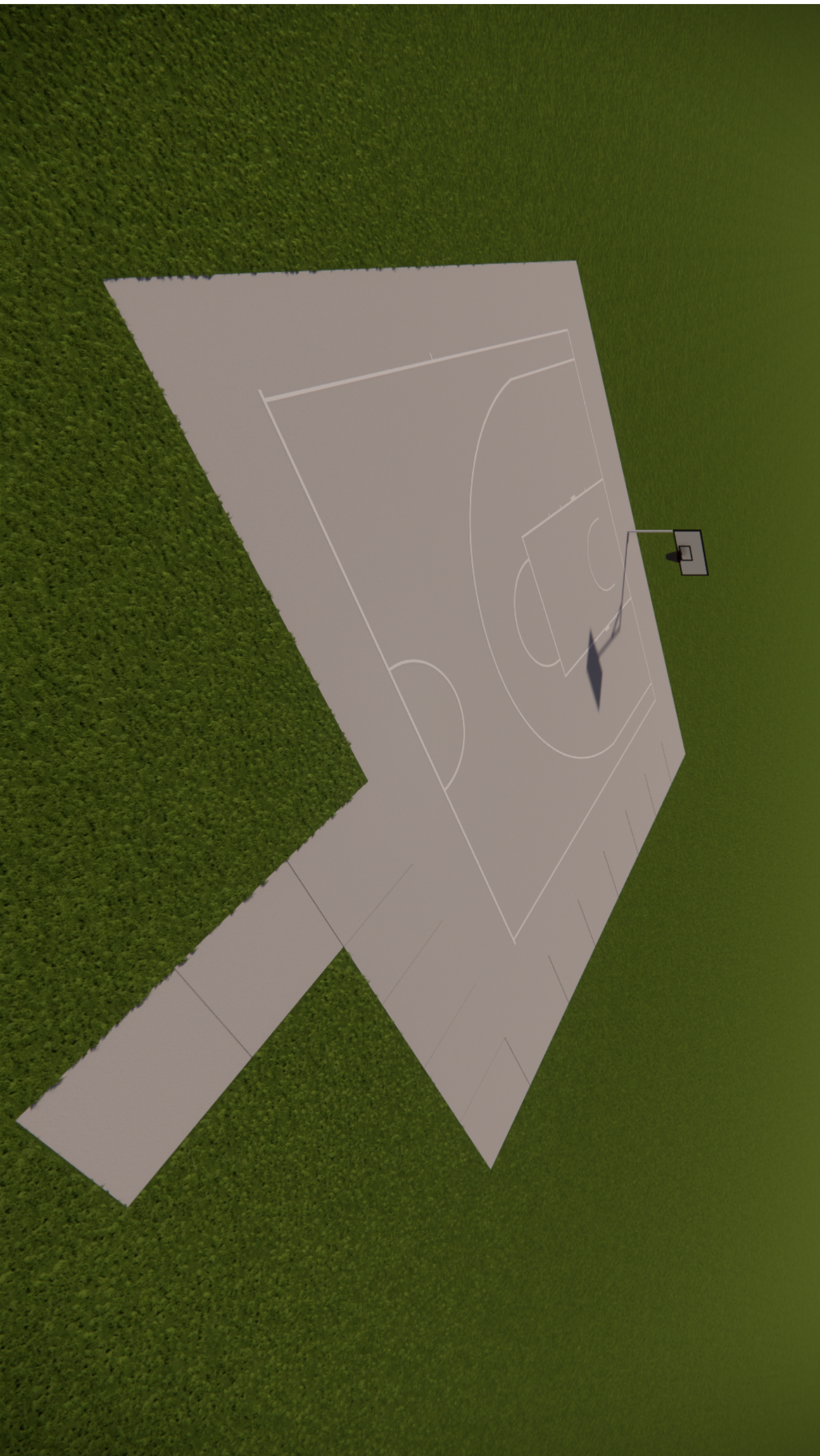
- 
- 15.2.10. a reference to “writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
  - 15.2.11. a reference to “GST”, “input tax credit”, “supply”, “tax invoice” and “taxable supply” have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 15.3. Headings are for convenience only and do not affect interpretation.
16. Lawful Directions
- 16.1. If any competent authority, whether before the commencement of this contract or during its term, issues any notice or direction (however described) (Direction) which has the force of law and which affects, or may affect, the performance of the obligations under this contract, the Artist must comply with that Direction.
  - 16.2. Council may, so often as it reasonably determines to be necessary, require that the Artist provide a statutory declaration made by an authorised officer of the Artist, in a form approved by Council, confirming the Artist’s compliance with the Direction and providing appropriate evidence of that compliance.



# BASKETBALL HALF COURT

## MARLOW LAGOON

DRAWING LIST			
SHEET NUMBER	SHEET NAME	REVISION	DATE
A050	TITLE PAGE		
A100	PLAN OF HALF COURT		



THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMATION THAT ALL DIMENSIONS AND SPECIFICATIONS SHOWN ON THIS DRAWING ARE TO BE COMPLIED WITH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE COMMENCEMENT OF THE WORK AND ORDERING OF MATERIALS. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF THE WORK.

REV	DESCRIPTION	DATE

83 KESTREL CIRCUIT, WILLAGI  
NT 0820  
CONTACT@DARWIN-DRAFTING.COM.AU  
WWW.DARWIN-DRAFTING.COM.AU  
ABN 12 613 210 669



### PROJECT

BASKETBALL HALF COURT

DRAWING TITLE



TITLE PAGE

STREET ADDRESS

MARLOW LAGOON RECREATION AREA

DRAWN BY CHECKED BY DATE

MG N/A 16/02/2025

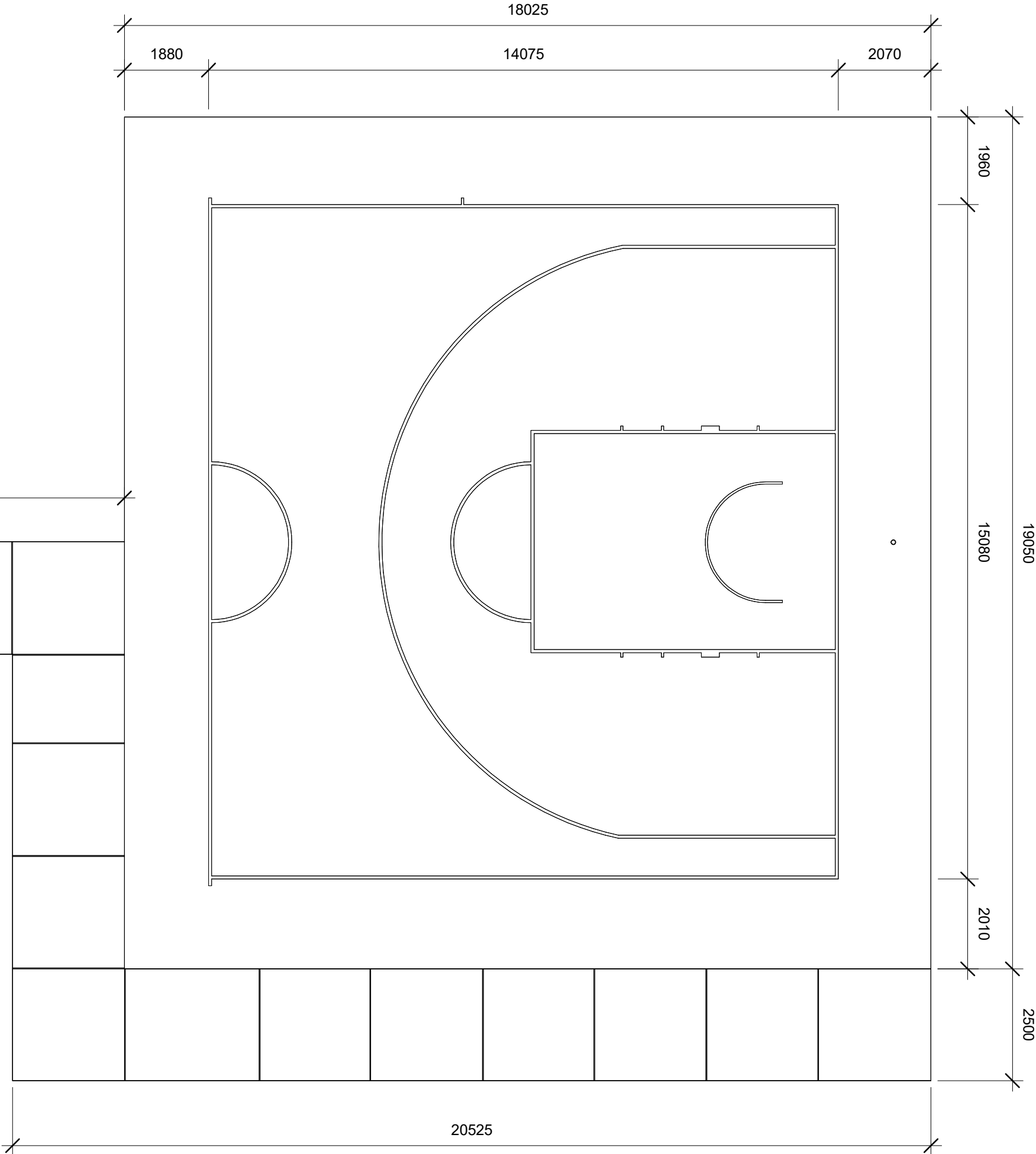
SCALE (@ A3)

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A050



THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMATION THAT ALL DIMENSIONS AND REQUIREMENTS ARE CORRECT AND TO ORDER MATERIALS PRIOR TO COMMENCEMENT OF THE WORK AND ORDERING OF MATERIALS. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF THE WORK.	
REV	DESCRIPTION
DATE	



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PROJECT

BASKETBALL HALF COURT

DRAWING TITLE

PLAN OF HALF COURT

STREET ADDRESS

MARLOW LAGOON RECREATION AREA

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SCALE (@ A3)

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