

# UNLOCKED: What does it mean to be free? Sky Arts commissions for Coventry artists

## **APPLICATIONS FOR FUNDING (18 years and over) Terms and Conditions for Applicants Entering the Project**

1 These terms and conditions (“Terms and Conditions”) relate to an invitation to apply for funding in support of new artistic work (the “Created Work”) produced for the “Unlocked: What does it mean to be free?” project (the “Project”) for Sky UK Limited (“Sky”) and Coventry City of Culture Trust (“Coventry City of Culture”) in association with The Space CIC (the “Producer” or “Us” or “We”) and Shoot Festival, collectively the project partners (“Project Partners”), with funding from Arts Council England.

2 By making an application to apply for funding (“Application”), you (“You” or “Your”) are accepting these Terms and Conditions. The Producer reserves the right to amend these Terms and Conditions in writing at any time and in any way in its sole discretion.

3 The Project is open to all individual artists and artist-led organisations where the lead artist(s) at 1 September 2021 are: (i) resident, studying or working in Coventry, UK or in the wider CV postcode or who have a significant prior connection with the city of Coventry; (ii) are aged 18 or over

4 Employees, officers, directors and agents of the Project Partners or Arts Council England or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, and the immediate family or members of their households are not eligible to receive funds from this Project, or to appear in any related television programmes associated with the Project (“Programmes”).

5 The deadline for the commissioning round will be **5pm GMT on Monday 11 October 2021**. Applications received after that date and time will not be accepted.

6 Each applicant can only make one application via the on-line application process. We reserve the right to reject or disqualify Your Application if:

- Your Application is incomplete;
- You do not meet the Application criteria;
- Your Application contains material that is illegal, unlawful, defamatory, obscene, offensive or is unsuitable in any other way;
- You are not eligible to enter the Project;
- You have submitted more than one application, in which case we will assess the last application you submitted and disqualify any previous ones;
- You cannot be contacted; or
- You do not respond within three working days of being contacted by Us in relation to Your application;

The Producer's decision on these and all other matters is final and binding in all respects, and no correspondence will be entered into. If You have any questions about how to enter or in connection with the application process, please email Us at [commissioning@thespace.org](mailto:commissioning@thespace.org).

Sky and the Producer will undertake a process of due diligence and checks to ensure that the recipient of the funding is able to finish their Created Work on time and on budget and to ensure that, where the Created Work requires additional funding from a third party or is partly self-funded by the applicant, that the Created Work is fully funded. Information discovered, or that may have been disclosed by You will inform the decision as to the selection of the Applications to receive funding.

### **The application process and application criteria**

7 To apply for funding, You must complete and submit the Application form online at <https://bit.ly/coventryunlocked>

8 Applications will be considered by a panel of assessors consisting of representatives from the Project Partners, the membership of which may vary from time to time and will be solely at the discretion of the Project Partners. The assessors will choose the successful applicants based on their best meeting the selection criteria in their absolute discretion.

9 Applicants may not make direct contact with members of the panel, other than to respond to questions initiated by panel members.

10 The Producer will notify successful and non-successful applicants in a timely manner following the proper consideration of all Applications by the panel.

11 As a condition of entry You agree that if Your Application is selected You will be required to enter into a participation agreement between You and the Producer, the details of which will be notified to You at the time you are contacted by the Producer.

## **The funding**

12 It is intended that the Project will make ten awards of funding for newly Created Works, at different levels. In some cases, the funding will be intended to cover the entire cost of the Created Work. In other cases, the funding may be a contribution towards a Created Work, which is also funded or supported by other means. All decisions as to funding of any Created Works will be at the discretion of the Project Partners. It is a condition of receiving funding for the Project that the finished Created Work should be made available for one or more exhibitions of the Created Work as part of the Project (see further details below).

## **Other rules**

13 The Producer may (but does not guarantee to) invite the successful applicants to be part of a festival showcasing a selection of the commissioned works at the end of the Project (“the Festival”). The Festival may be at a single location or multiple locations, over a single day or over a number of dates, all at the Project Partners’ sole discretion. If the Festival is held, the decisions as to which of the Created Works are to be placed in the Festival shall be at the absolute discretion of the Project Partners. If a work You created is in the Festival, the Producer shall inform You of the dates and locations Your Created Work will be displayed. The Producer shall only meet Your expenses to attend any part of the Festival where the Producer has specifically requested Your attendance and where the Producer has pre-agreed such expenses in writing in advance and the Producer may request supporting evidence of such expenses including receipts. For the avoidance of doubt, the Producer does not guarantee or represent any intention to produce The Festival.

14 Neither the Project Partners nor their sub-contractors, subsidiaries and/or agencies accept any responsibility whatsoever for Applications that are lost, delayed, misdirected, damaged in transit or incomplete or cannot be delivered or entered for any technical or any other reason beyond the control of the Project Partners. Proof of delivery of the Application is not proof of receipt.

15 You are responsible for the cost (if any) of preparing and submitting an Application for funding.

16 By making an Application, You agree to the collection, retention and usage of any personal information that you supply in order for Us to process and contact You about Your Application. The information You supply in connection with Your Application (including Your personal details such as your name and city or town of residence):

- i. may be included in a database compiled for the Project and will only be used for the purposes related to the production, exploitation and/or promotion of the Project by the Project Partners or for any other purpose with your consent where You have opted in using the online application form;
- ii. may be used for inclusion and/or read out in any Programmes in connection with the Project ; and
- iii. will not be supplied to third parties other than as is reasonably necessary for purposes related to the production, exploitation and/or promotion of the Project.

17 All personal details will be kept secure and will be handled in accordance with data protection legislation in the UK.

18 If You are selected to receive funds from the Project, You must, when You are first contacted by us, disclose all details of any and all criminal/civil actions currently pending against Yourself and/or served against You and/or any unspent convictions and You shall notify Us immediately in the event that any criminal charges are brought against You or if any information provided in Your Application becomes inaccurate between now and the date of first transmission of any programme in which you or your work are featured. If you have previous unspent criminal convictions, it does not necessarily mean that you will not be invited to take part in the Project, as all circumstances told to Us will be taken to into account. If You are selected to receive funds from the

Project, You hereby agree to authorise the Producer to conduct background checks (including but not limited to Disclosure and Barring Service (DBS)/Disclosure Scotland checks) in order to verify any of the information provided by You.

19 All information supplied (including personal details) in Your Application or otherwise provided must be truthful, accurate, complete and in no way misleading. We reserve the right to disqualify You if You have supplied untruthful, inaccurate, misleading or incomplete personal details and/or information, have failed to abide by the rules of the Project, and/or are in breach of these Terms and Conditions and/or act in some way which We believe will bring any of the Project Partners and/or Arts Council England and/or the Project into disrepute and/or impair the integrity of the Project generally.

20 You will not without the Producer's prior written consent disclose, publicise or discuss with any third party and/or otherwise publish or transmit (on any platform, including all forms of social media) any information or photographs or other details relating to Your Application or the Project, Your appearance or participation in or contribution to any Programmes, the production team or any participants in the Project nor any other information which may come to Your attention (including without limitation in relation to the Producer or Sky or otherwise) save where such information is already public knowledge. You may discuss the project with potential partners or co-funders on the understanding this must be undertaken confidentially. Breach of confidentiality is a serious matter and the Producer reserves the right to disqualify You if You disclose any confidential information.

21 Without prejudice to the terms of the Agreement, the copyright in all artworks created by You during the course of the Project will remain Your property but it is a condition of submitting an Application for the Project that You grant to Us certain rights in the Created Works which may be exploited without liability or account to You as follows:

a. a perpetual non-exclusive royalty-free license to include the Created Work in footage recorded for any Programmes, including promotion and publicity thereto in all media worldwide in perpetuity;

- b. a perpetual non-exclusive royalty-free license to reproduce the Created Work for postcards, prints, posters and other products or publications (digital or hardcopy) in connection with the publicity and promotion of the Project, Festival and/ or Sky;
- d. On request, a royalty free loan of the Created Work for the Festival or any other exhibition(s) in connection with the Project;
- e. The right (but not the obligation) to record footage and images of You and Created Work generally and throughout the Project (“Footage”);
- f. all necessary rights and consents for the full period of copyright (and afterwards so far as possible in perpetuity) to exhibit/make available at the Producer’s sole discretion the Footage for any Programmes in any way and in any media and means (now known or hereafter devised) throughout the world;
- g. a non-exclusive, royalty-free licence to use, reproduce and publish the Footage in electronic format (including on the Producer’s websites) for purposes connected with the Project (but without any the obligation to so do); and
- h. the right to use Your name and photograph for the sole purpose of identifying You as the author of Your Application and/or Your Created Work.

22 The Producer shall be free to assign or license their rights in the Footage without Your prior consent and under no circumstances shall You be entitled to injunct or restrain the transmission or use of the Footage (or any part of it).

23 You irrevocably and unconditionally waive any so-called “moral rights” in the Creative Works and Footage (whether arising under sections 77 to 85 (inclusive) or sections 205(C) to 205(N) (inclusive) of the Copyright, Designs and Patents Act 1988 or otherwise) as You now have or may acquire and You undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the Creative Works and Footage and/or or the Project in any way constitute an infringement of Your moral rights or on the grounds that the Creative Works and Footage have been subjected to a derogatory treatment.

24 You warrant that You own the copyright and all other rights to Your Created Work as its author and/or creator, and that You own and can grant all rights in Your Created Work as required under these Terms and Conditions. You also warrant that the Created Work shall not contain any material that constitutes an infringement of copyright or any other rights of a third party and that the Project Partners' use of the Created Work shall not infringe any third-party rights. You agree to indemnify the Project Partners from and against any claim, loss, liability, damage or cost suffered or incurred by the Project Partners in connection with any claim made by a third party that the Project Partners' use of the Created Work infringes such third party's rights.

25 You cannot exploit Your Created Work in any way which uses or references the Project Partners or any other element of the Project. Entrants are not permitted to make use of any of the Project Partners' trademarks or copyright works (except as permitted by law) now or in the future without prior written consent from each Project Partner (as the case may be).

26 The Project Partners accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of Your Application. The Project Partners further disclaim liability for any injury or damage to You or Your Created Works.

27 The Producer accepts no responsibility for any damage to any Created Works during the period such works are within the Producer's or any third party's possession and in transit to and from the Producer and/ any such third party. You agree that neither the Producer no any third party shall have any liability to You in this regard.

28 If You cannot be contacted within a reasonable time period (up to three working days) from being contacted, or are not able or available to participate in the Project in accordance with the Producer's requirements for any reason, then the Producer reserves the right to award a place in the Project to another entrant.

29 The Producer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Project with or without prior notice due to reasons outside the Producer's control, and the Producer shall have no liability to You or anyone else in this event for any reason whatsoever.

30 Nothing in these Terms and Conditions shall exclude the Producer's liability for death, personal injury, fraud or fraudulent misrepresentation as a result of the Producer's negligence.

31 The Project and these Terms and Conditions will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

32 Producer of the "Unlocked: What does it mean to be free?" Project:  
TheSpace CIC of Birmingham Hippodrome, Thorp Street, Birmingham B5 4TB.