



CHRISTMAS IN BALLARAT 2025

EXPRESSION OF INTEREST

CHRISTMAS TREE BAUBLES

AUGUST 2025

EVENT OVERVIEW

Christmas in Ballarat is a celebration of the festive season. Delivered throughout November & December, the City of Ballarat transforms the CBD streetscapes with unique and beautiful Christmas decorations.

Alongside stunning decorations, the Christmas in Ballarat campaign will promote a series of unique event activations and retail offerings brightening community spirits throughout the festive period.

THE BRIEF

Artist(s) will design and paint a custom bauble/s that will be hung on the 2025 Ballarat Christmas Tree (Sturt Street).

The final bauble design concept must:

- Be unique to Ballarat
- Adhere to the City of Ballarat Christmas colour palette

Please note, artists are required to design and paint a bauble that is provided by the City of Ballarat. Products used must be UV stable and durable enough to last outdoors for a ten-month period, (two months per year over five years). All baubles will be 500mm in diameter and will be painted in a neutral primer before being handed to the artist. Once painted, to protect the bauble, a clear protective coat will be sprayed over the bauble by a City of Ballarat approved contractor.

EXAMPLES



ARTIST COMMISSIONING & SUBMISSION REQUIREMENTS

In the first stage of this commission, we invite artists to present a range of works from their existing portfolios only. Please do not create draft works in this first instance.

In reference to the selection criteria below, please submit the following information. This information should be submitted as a PDF and will provide a basis for assessment by an internal panel of Council Officers.

1. An artist profile or CV, listing business location and relevant experience.
2. A percentage breakdown of local suppliers that will be used during the delivery of this project (percentage project cost that will remain in the Ballarat economy).
3. A portfolio and description, including examples of similar projects you have completed in the past.
4. A description of your proposed concept detailing how it is unique to Christmas in Ballarat.
5. A copy of your Public Liability Insurance to the value of \$20 Million.

SELECTION CRITERIA

Your expression of interest must respond to the following selection criteria. These criteria will form the basis of assessment:

Selection Criteria	Weighting
Support of Local Businesses	15%
Local Presence <ul style="list-style-type: none">- Locally owned/operated business.- Local presence but not owned locally.- Physical presence within the state of Victoria.	7.5%
Local Economic Benefit <ul style="list-style-type: none">- Provide a percentage of local suppliers you will use in the production	7.5%
Demonstrated Relevant Experience & Evidence of High-Quality Works	90%
Portfolio and description supplied demonstrates a capacity to meet the creative requirements of the project.	25%
Ability to Respond to the Creative Brief	50%
Description of proposed concept/s are unique to Christmas in Ballarat	20%
Insurance	Pass/fail
A copy of Public Liability Insurance to the value of \$20 Million is provided	Pass/fail

ARTIST FEE

The successful artist(s) will be paid \$1,000 ex GST to design and paint the bauble.

TIMELINE

Date	Description
Sunday 7 September 2025	Expression of interest application due
Friday 12 September 2025	Successful artist/s awarded
Mid-September 2025	Contract provided to artist(s)
Mid-September 2025	Artist to provide draft creative concept for bauble design
Mid-September 2025	Bauble provided to successful artist(s)
Monday 20 October 2025	Bauble due date – painted and returned to the City of Ballarat
Late October 2025	Baubles sprayed with clear protective coat by City of Ballarat approved supplier

November 5 – 12 2025	Baubles hung on Christmas Tree
12 November 2025 – 2 January 2026	Baubles on display as part of Christmas in Ballarat 2025
2 – 6 January 2025	Baubles removed from Christmas tree

SUBMISSIONS

Submissions in response to the selection criteria should be sent to events@ballarat.vic.gov.au by no later than 5pm on **Sunday 7 September 2025**.

All submissions received will be assessed by an internal panel of Council Officers and all applicants will be notified of the outcome by **Friday 12 September 2025**.

For further enquiries regarding this process, you are invited to contact:

City of Ballarat Events Unit

P: 5320 5500

E: events@ballarat.vic.gov.au

Schedule A:

PURCHASE ORDER TERMS AND CONDITIONS

The General Conditions of Contract of any formal contract entered into with Council by the Supplier takes precedence over these terms and conditions.

1. Definitions

In this Purchase Order the following terms and abbreviations have these meanings (if not inconsistent with the context):

Council: Ballarat City Council.

Delivery Day: the day on which the Supplier must complete or deliver the Services under this Purchase Order.

Goods: if applicable, the goods to be supplied by the Supplier in accordance with this Purchase Order.

GST: Goods and Services Tax, Value Added Tax, Consumption Tax, or tax of similar effect, whether authorised by A New Tax System (Goods and Services Tax) Act 1999 or otherwise.

Information Privacy Principles: Information Privacy Principles in Schedule 1 to the Privacy and Data Protection Act 2014.

Personal Information: information or an opinion, including information or an opinion forming part of a database, that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Supplier: the party described as such in this Purchase Order.

Services: services to be provided in accordance with this Purchase Order and includes, where applicable, the performance of works and/or supply of goods.

Works: if applicable, the works to be performed by the Supplier in accordance with this Purchase Order.

A reference to '\$' or 'dollars' is a reference to Australian dollars unless otherwise stipulated.

2. General warranties

The Supplier must provide the Services in accordance with this Purchase Order and any reasonable directions issued by Council.

In addition to other clauses in this Purchase Order and implied by law, if the Services involve the supply of Goods, it is a condition of the Council's purchase of the Goods that:

2.1 the Goods will be new, unless agreed otherwise;

2.2 the Goods will be fit for the purpose for which items of the same kind are commonly supplied;

2.3 the Goods are merchantable quality and free from defects; and

2.4 the Supplier is capable of passing title in the Goods free of encumbrances and all other adverse interests at the time they are supplied to the Council.

The Supplier must provide the Services:

- in a diligent manner;
- with a level of care, skill, knowledge and judgement required or in accordance with the highest professional standards and best industry practice;
- in strict accordance with the provisions of this Purchase Order; and
- to the extent that the Services involve the performance of Works, in a workmanlike manner and in accordance with best industry practice and any other standards reasonably required by Council.

In providing the Services, the Supplier must:

- comply with the requirements of any authorities having jurisdiction by law over any matter affecting the Services, and shall pay all fees and obtain all certificates and licenses required to provide the Services;
- comply with all relevant Acts, Regulations, Rules, Codes, Orders, Industry Awards and/or Agreements, By-Laws, Local Laws and other Legislation, particularly in relation to Occupational Health and Safety ('OH&S') and workers compensation legislation; and
- ensure that any employees providing the Services:
 - o hold all qualifications, licences, registrations and permits required by law;
 - o are adequately trained and are competent to carry out their duties and perform their functions relating to the Services; and
 - o possess the qualifications, experience and expertise represented to Council.

3. Defaults or breaches of a Purchase Order

If the Supplier:

- defaults in the performance of any requirement of this Purchase Order or fails to comply with any direction issued by Council in accordance with this Purchase Order; or
- becomes insolvent or bankrupt or goes into liquidation, Council may, without prejudice to any other rights that it may have under this Purchase Order or at common law against the Supplier:
- suspend payment under this Purchase Order until the default is remedied to the reasonable satisfaction of Council; or
- immediately terminate this Purchase Order and any other purchase order between the parties.

4. Delivery of goods and risk

If the Services include the supply of Goods, the Goods are at the Supplier's risk until delivered to the destination at the time specified in this Purchase Order. On delivery, the Supplier shall pass title to the Goods free of encumbrances and all other adverse interests to Council, unless Council rejects the Goods in accordance with this Purchase Order.

5. Insurance

5.1 Public Liability Insurance

The Supplier must, at all times while providing the Services, be the holder of a current public liability policy of insurance ('the Public Liability Policy') in the name of the Supplier providing coverage for an amount per event of at least \$20,000,000.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Council and shall extend to cover Council in respect to claims for personal injury or property damage arising out of the proportionate negligence of the Supplier.

5.2 Professional Indemnity Insurance

Where the Supplier is providing professional services to Council the Supplier must, at all times while providing the Services, be the holder of a current professional indemnity policy of insurance in respect of the activities related to the provision of the Services providing coverage for an amount per event of at least \$10,000,000.

5.3 Provision of evidence

The Supplier must provide Council with certificates of currency in respect of all insurances required by this Purchase Order and also evidence of Workers Compensation Insurance, within two (2) Business Days of a written request by Council.

5.4 Failure to insure

If the Supplier fails to comply with its obligations to insure or to provide evidence of insurance Council may immediately terminate the Purchase Order.

6. Indemnity

The Supplier must indemnify and keep indemnified Council, and its Councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from its performance or purported performance of its obligations under this Purchase Order.

7. Occupational health and safety

The Supplier must itself, and must ensure that any sub-contractors of the Supplier, at all times identify and take all necessary precautions for the health and safety of all persons, including the Supplier's employees and sub-contractors, staff of Council and members of the public, who may be affected by the provision of the Services.

The Supplier must immediately comply with any and all directions by Council relating to occupational health and safety. The Supplier must prepare and use safety plans and risk assessments for the Services and supply these to Council when requested.

8. Completion deadline

The Supplier must complete the Services on or before the Delivery Day. Any extension of the Delivery Day is subject to Council's sole discretion and must be approved in writing by Council.

Council may, in its sole discretion, terminate this Purchase Order if the Services are not provided by

the Delivery Day.

9. Intellectual property

9.1 Material created

Subject to this clause, the property and copyright in all materials produced pursuant to this Purchase Order will vest in Council. The Supplier assigns ownership of all such Intellectual Property rights to Council and must ensure that any person, including employees, agents, and subcontractors, engaged by it in the provision of the Services agrees to assign to Council all the property and copyright in the material produced.

9.2 Pre-existing intellectual property

Nothing in this Purchase Order in any way alters the Supplier's ownership of, or rights to, any pre-existing intellectual property.

9.3 Consent to use

Excluding the Supplier's ownership of any rights, the Supplier must not use, reproduce, or publish, other than for Council, the material produced pursuant to this Purchase Order, without the prior written consent of Council.

9.4 Warranty by Supplier

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services. The Supplier, in providing the Services, must not breach the intellectual property rights of any third party.

9.5 Council indemnified

Without limiting any other provision of this Purchase Order, the Supplier indemnifies and will at all times keep the Council, and its Councillors and staff, indemnified against any action, claim, suit or demand, including an action, claim, suit or demand for or liability to pay compensation or damages and costs or expenses, arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Services.

10. Confidentiality

The Supplier will ensure that its employees, agents and contractors do not disclose, and will maintain proper and secure custody of, any information relating to Council or its affairs which may come to its knowledge during the term covered by this Purchase Order.

11. Information privacy

The Supplier agrees that, in supplying the Services, it will comply with the Information Privacy Principles and the Privacy and Data Protection Act 2014, including, without limitation, that the Supplier will only use Personal Information collected for the purposes of the Services to the extent necessary for the purposes of fulfilling the Supplier's obligations under this Purchase Order.

The Supplier must, upon request, provide evidence to Council of any controls implemented to address information security risks associated with information and communications technology services and the product supply chain.

12. Variation or termination

Council may, at any time and in its sole discretion, by giving written notice to the Supplier, terminate this Purchase Order and the Supplier must on receipt of such notice immediately cease all work and take all appropriate action to mitigate any loss or prevent further costs being incurred. In such event Council will pay the reasonable fees and expenses of the Supplier in accordance with this Purchase Order but not any loss of prospective profits. In no circumstances shall the fees payable exceed the fees that would have been paid had the Services under this Purchase Order been completed.

Council may at any time give written notice to the Supplier proposing a variation to the scope of the Services. The Supplier must, as soon as possible, or in any event within seven days, provide a written proposal as to varied costs that will apply for the provision of the varied Services. Council may accept the varied cost proposal within seven days of receipt from the Supplier but in the absence of such acceptance this Purchase Order will continue as if no proposal under this clause had been made.

13. Rejection of services

Council may reject any of the Services that do not comply in every respect with this Purchase Order. Council is not required to make payment for any rejected Services. If the Services include Goods, the Supplier shall remove all rejected Goods from Council's premises within a reasonable period of time, and at the Supplier's expense and risk.

14. Survival of rights and obligations

The rights and obligations of the parties under clauses 5, 6, 8, 9, 10, and 11 shall survive the termination or expiry of this Purchase Order.

15. Payment of Purchase Order

Subject to this clause, if the Supplier complies with its obligations under this Purchase Order, Council must pay the Purchase Price to the Supplier. Payment will be made within 30 days of the receipt of a valid tax invoice that includes the Australian Business Number of the Supplier.

Council may make deductions from any payments owing under this Purchase Order if permitted by law or this Purchase Order to do so.

The Purchase Price is inclusive of GST. Where Council is required to pay the Supplier any amount under this Purchase Order on account of GST, the amount representing GST will only be payable by Council to the Supplier where the Supplier supplies to Council a tax invoice for GST purposes, in a form approved by Council.

Payment will be made only by electronic funds transfer. The Supplier must nominate and provide details of a bank account for this purpose.

16. Governing law

The law of the State of Victoria governs this Purchase Order and any legal proceedings under this Purchase Order.

17. Joint and several obligations

If the Supplier consists of two or more parties, this Purchase Order binds each of them severally and jointly.

18. Status of the Services

Upon request by Council, the Supplier will promptly provide Council with a written report giving details of the status of the Services, including tasks completed, tasks yet to be completed and estimated completion dates.

19 Sub-Contracting and Assignment

The Supplier must not, except with the written consent of Council, sub-contract or assign the whole or any portion of its rights and obligations under this Purchase Order, and no sub-contractors or assignees will have any rights under this Purchase Order against Council or be entitled to receive any payments under this Purchase Order from Council. Where Council gives its consent to the Supplier in accordance with this sub-clause, the Supplier remains fully responsible for performance under this Purchase Order.

20. Notices

20.1 Method of giving notices

A notice required or permitted to be given by one party to another under this Purchase Order must be in writing, addressed to the other party and:

- delivered to that party's address;
- transmitted by facsimile to that party's facsimile number; or
- sent by email to that party's email address.

20.2 Receipt of notices

A notice given to a party in accordance with this Purchase Order must be treated as having been duly given and received:

- if delivered to a party's address, on the day of delivery;
- if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission; or
- if sent by email, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient.