



## Expressions of Interest: Illustrators for National Park Designs

Bannau Brycheiniog (Brecon Beacons) National Park Authority invites expressions of interest from talented illustrators, artists or designers to create five bespoke designs celebrating the unique aspects of our National Park. These illustrations will be used across a variety of platforms, including merchandise, to promote the natural beauty and cultural significance of the area.

### Project Scope

We are seeking five distinct illustrations, which may include:

- The iconic peaks of Bannau Brycheiniog
- Wildlife in its natural habitat (e.g. Curlew)
- The Park's celebrated dark skies
- Any other key features representing the Park's rich biodiversity, landscapes, and heritage

Three of the five designs should be completed by early May 2025 with all designs completed by June 2025. Full terms and conditions are outlined below.

### Budget

A budget of up to £3,000 is available for this project, inclusive of all fees, materials, and expenses.

### Submission Requirements

Please provide:

1. A brief overview of your relevant experience.
2. Examples of your previous work (links or attachments).
3. An outline of your approach to this project.
4. Your estimated timeline and costs.
5. Any initial ideas you may have

### Deadline

Expressions of interest must be submitted by 12pm on Tuesday 25<sup>th</sup> March.

### Contact

To express your interest or for further information, please contact Bronwyn Lally – [Bronwyn.lally@beacons-npa.gov.uk](mailto:Bronwyn.lally@beacons-npa.gov.uk).

We look forward to hearing from you and celebrating the beauty of Bannau Brycheiniog together!

## Terms and Conditions

# AGREEMENT FOR ARTWORK

THIS AGREEMENT dated [ ] 2025 is made between;

- (1) [ ] whose address is [ ] (the Artist); and
- (2) **Brecon Beacons National Park Authority** whose address for service is Plas y Ffynnon, Cambrian Way, Brecon LD3 7HP (the Park).

THE PARTIES AGREE THAT;

### The Artworks

1. The Park commissions the Artist to produce the Artwork described in Appendix 1.
2. The Artist shall produce the Artwork to meeting both the Description and the Specification and by the Delivery Date in Appendix 1.
3. The Artist shall deliver the Artwork to the Park by the Delivery Date for acceptance by the Park.

### Acceptance

4. If the Park does not accept the Artwork within 14 days of the Delivery Date, then this agreement shall immediately terminate without further obligation by the Park and the Artist to each other (including without obligation to make any payments).
5. If Park accepts the Artwork, then the Artist shall in consideration of the payment below, immediately:
  - a. transfers and assigns ownership of the Artwork to the Park and shall deliver the Artwork to the address of the Park within 7 days of acceptance; and
  - b. transfers and assigns to the Park absolutely all rights, title and interest in the intellectual property rights that arise in or to arise in the Artwork. Intellectual property rights includes patents, rights to and in inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and accrued rights to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and

- c. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the intellectual property rights whether occurring before, on, or after the date of this agreement.
6. On acceptance, the Artist shall deliver to the Park all media and material associated with the commissioning of the Artwork (whether electronic or otherwise) in a format requested by the Park.

### Payment

7. On acceptance of the Artwork by the Park and in consideration for the transfer of ownership and rights in paragraph 5 above, the Park will pay to the Artist by electronic transfer to a UK bank account a sum of money equal to the Cost of the Artworks specified in Appendix 1 together with any VAT (if payable).
8. Where the Cost of the Artworks is expressed and payable on the basis of rate equivalent to time then a full breakdown of time spent on the Artwork shall be provided to the Park for agreement prior to any acceptance in clause 3.
9. The Park shall pay the monies within 30 days of receipt of an invoice from the Artist. If VAT is chargeable then a valid VAT invoice will be submitted by the Artist.

### Rights

10. Upon acceptance of the Artwork by the Park, the Artist shall not use or exploit any rights in the Artwork themselves or licence or allow any third party to use or exploit any rights in the Artwork.
11. The Artist agrees to indemnify the Park in full in respect of any loss or damage suffered by the Park as a result of the Artist not being the exclusive holder of the intellectual property rights in the Artwork to which this agreement relates.
12. The Artist agrees that all rights in the Artwork will be transferred to the Park on acceptance and the Park may use and exploit shall rights as it see fits including altering, changing, re-colouring, cropping, or otherwise the Artwork and such rights shall be all formats and for any use.
13. The Artist shall not create any other artwork that is the same or similar to the Artwork and infringes on any of the rights in this agreement, any intellectual property rights held by the Park or causes confusion to the general public that the further artwork is associated with the Park.

### Change

14. Any changes to this agreement shall only be effective if agreed between the parties in writing.
15. Such notice must be sent to the address for the party shown at the beginning of this agreement.
16. This agreement and any dispute or claim shall be governed by English and Welsh law and shall be subject to the exclusive jurisdiction of English and Welsh courts.