

LONDON,
SUMMER
2027

A NEVERLAND ADVENTURE

++ ART TRAIL ++

ARTIST BRIEF



**BUILD IT.
BEAT IT.**



Welcome to A Neverland Adventure: Art Trail

Second to the right, and straight on till morning!

In partnership with Wild in Art, and with a little help from Peter Pan, Great Ormond Street Hospital Charity (GOSH Charity) is setting up a free outdoor walking trail of storybook benches in London, from July 2027 to September 2027.

Each bench celebrates the wonder of Neverland, where childhood takes flight. Alongside our main benches designed by professional artists, smaller sculptures will be created by local schools and community groups.

At the close of the trail, all artists' sculptures will be sold at auction, with the funds raised going towards the new Children's Cancer Centre at Great Ormond Street Hospital (GOSH). It's a place where kids with the rarest and most complex cancers will be given the best care, the best chance and the best childhood possible.



Here's where you come in!

We're looking for artists, designers and creatives in the UK to help bring our storybook benches to life. So, whether you're an established artist or just starting to make your mark in the art world, we'd love for you to get involved.

This brief includes everything you need to know about the trail, the charity and submitting your design.
We can't wait to see it!

Why Neverland?

Imagine a world of pirate ships and mermaid lagoons, of swashbuckling duels and bedtime stories. That's the world created by JM Barrie, the beloved author who donated the rights to his story *Peter Pan* to GOSH in 1929.

And that's the world you'll find on the streets of London in summer 2027. Barrie died in 1937, but his stories and kindness have never faded. Due to his generosity, GOSH continues to receive help from *Peter Pan*, through theatre productions, school performances, musicals and more.

Now, building on this extraordinary legacy, GOSH Charity is introducing a new world of Neverland, filled with exciting stories, immersive experiences and consumer products, designed to captivate children and adults alike.

Proceeds from Neverland will help fund groundbreaking research, cutting-edge medical equipment and child-centred facilities to help save more young lives, and vital support services that help save childhoods too.

When you fly away to Neverland, you're not just entering a world of wonder – you're also helping to give seriously ill children childhoods that are fuller, funner and longer.

Just as Barrie would have wanted.



Why GOSH Charity?

At GOSH Charity, we stop at nothing to support seriously ill children and their families. We do this by funding groundbreaking research, cutting-edge medical equipment, the building and refurbishment of child-centred spaces and essential support services.

In 2023, we launched our biggest fundraising appeal to date, with the aim of raising £300 million to build the new, world-leading Children's Cancer Centre at GOSH.

GOSH already cares for children with the rarest and most complex cancers, and new treatments and cures are giving hope to kids and their families. But these advances have outstripped GOSH's current cancer facilities.

The new Children's Cancer Centre will be a beacon of hope for families facing the toughest of times, with state-of-the-art facilities and an environment where pioneering research can thrive. And because cancer shouldn't get to steal anyone's childhood, it will be more than a hospital building. It will be a school, a playground, a garden and a home-from-home.



But we can't do it without you. At the close of the art trail, your storybook bench will be sold at auction, with all funds raised going towards the Children's Cancer Centre at GOSH.

Together, we can build it. Together, we can help beat childhood cancer.

Meet Yumna



In November 2021, Salma felt a large lump on the side of her daughter's tummy.

Knowing that something was wrong, Salma and her husband Matin took Yumna to the GP, who sent them straight to the hospital. There, doctors told them that she likely had a tumour.

The next day, they were sent to GOSH where doctors diagnosed Yumna with stage 4 high risk neuroblastoma, a rare type of cancer. She had a tumour on her left kidney and in her right eye.

"At that time, I felt numb and went on autopilot, but that's when my husband started to cry," Salma recalls. "I'd never seen him cry, even though we'd been married for a very long time. He cried for the next week, he couldn't stop."

Yumna was started right away on several rounds of chemotherapy, but she soon began to experience side effects, including a seizure.

"That day, the incredible ward sister held me so tight," Salma says. "She took me out of Yumna's room and hugged me."

Slowly, though, Yumna recovered. She was able to go home before returning to GOSH for surgery to remove the tumour on her kidney, which was a success. Yumna then had radiotherapy at another hospital.

Salma remembers the "amazing" support given to her family while Yumna was at GOSH, from nurses to psychologists to the charity-funded Play team. She describes leaving their ward as "bittersweet".

In autumn 2022, Yumna started a seven-month course of immunotherapy at GOSH. She was declared cancer-free in June 2023.

Now, Yumna's back at school and loves to chat, draw, sing, cook and help people. She returns to GOSH every four months for check-ups.

"This is the most amazing hospital with the most amazing staff who see you through the toughest times," Salma says. "We're very grateful that our kid has been given the opportunity to come here."



Why get involved?

Here are just a few of the benefits to designing a bench for A Neverland Adventure:

- You'll feature in GOSH Charity's very first Wild in Art trail
- You'll showcase your work to hundreds of thousands of expected visitors
- You'll have access to networking opportunities with other artists, sponsors and businesses involved in the trail
- You'll feature on our website, mobile app and social media, expanding awareness of your work
- You'll receive a fee of £1,250 + VAT for your time and materials
- You'll help raise funds for the new Children's Cancer Centre at GOSH, a place that will help transform the future of children's cancer care



Timeline

We'll keep it simple. Here are the key trail moments you need to know.

15 SEPTEMBER 2026

Here we go! The call for artists opens.

NOVEMBER 2026

Designs will be shortlisted; we'll let artists know of our decisions.



FEBRUARY 2027

We'll notify artists if they've been selected and to commission benches. At the end of the month, we'll deliver sculptures to those artists.

END OF APRIL 2027

All sculptures must be returned, including those created by schools and community groups.



31 OCTOBER 2026 (11:59 PM)

Get your submission in before the deadline.

JANUARY 2027

We'll host an event where sponsors will choose the designs they like best.



MARCH–APRIL 2027

Let's get creative! This is your time to paint and design.

JULY 2027

Come one, come all – the trail officially opens! Visitors begin to experience the magic of Neverland.

Your creative brief

What does Neverland mean to you?

For your bench, we'd love for you to explore your own interpretation of childhood. At GOSH Charity, childhood is something we work tirelessly to protect. Even in the most difficult circumstances, kids should still get to enjoy being kids.

We're also looking for designs that celebrate adventure and storytelling, are inspired by your own curiosity and resonate with both children and adults.

Other things to consider in your design process:

- The design should be bright and colourful
- The design should be family-friendly
- The bench should work visually from multiple angles and photograph well in outdoor settings
- The artwork should feel welcoming and appropriate for all ages



DON'TS

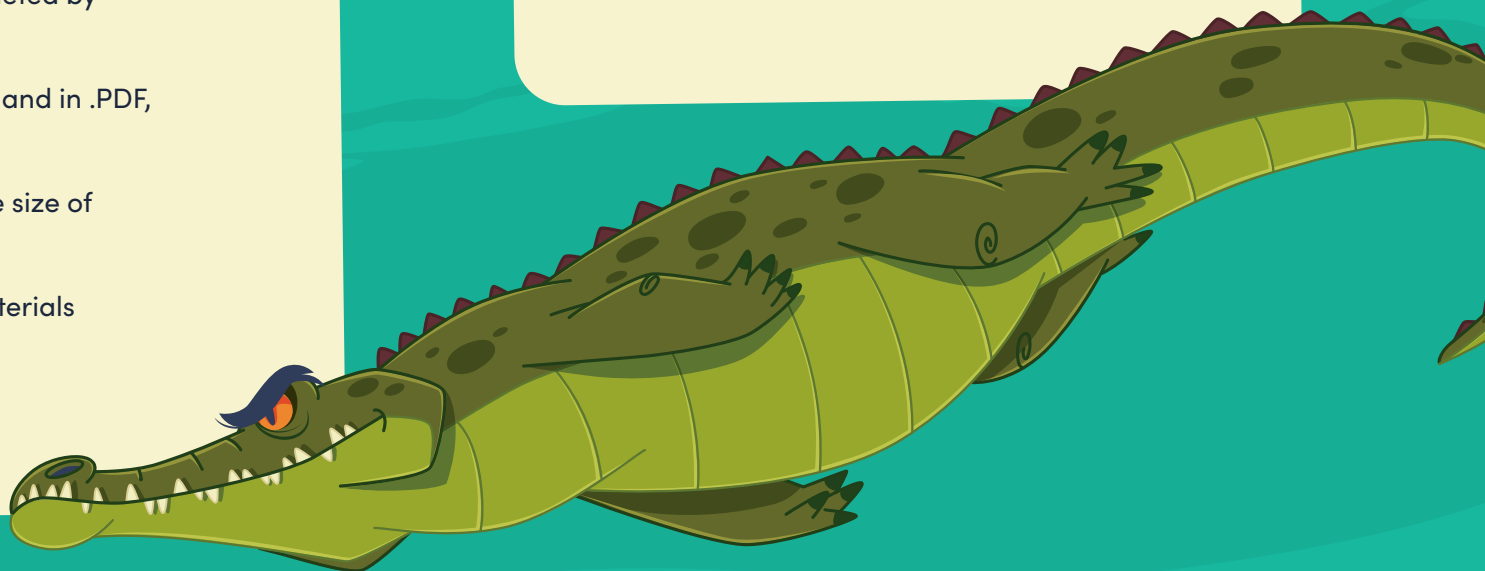
- No infringements on intellectual property rights, which means no use of celebrity images or other licenced characters, logos or brands
- No references to Disney's Peter Pan (or Disney-specific characters, imagery or styling)
- No references to the "Lost Boys", "The Boy Who Never Grew Up", death, darkness or peril
- While the story of Peter Pan involves complex themes, this trail focuses on hope and protecting childhood
- No imagery that could be interpreted as threatening, frightening or melancholic
- No overt medical imagery or hospital references

Your submission

- You may submit up to two designs.
- You'll use our design templates to showcase your ideas. Please include designs for both the front and back of the bench.
- You'll need to agree to our standard artist's terms and conditions for each design.
- Design submissions must be completed by 11.59pm on 31 October 2026.
- Designs must be in high resolution and in .PDF, JPG or PNG format.
- Attachments must not exceed a file size of 5MB.
- GOSH Charity can't return any materials you submit.

CHECKLIST

- ☐ Complete the online form **here**.
- ☐ Email us your storybook bench design templates.
- ☐ Double check that you can paint a bench between March and April 2027.
- ☐ If you have any questions, please email **aneverlandadventure@gosh.org**



The bench

Peter Pan likes to play and explore around our magical storybook benches.

These benches will arrive with the beloved character already painted in his colours. You'll have the freedom to design and paint the bench itself, **but please take care not to touch Peter or the blue shadow painted behind him.**

A FEW MORE DETAILS:

Height (to top of bench): 970mm

Width (including fixing brackets): 1310mm

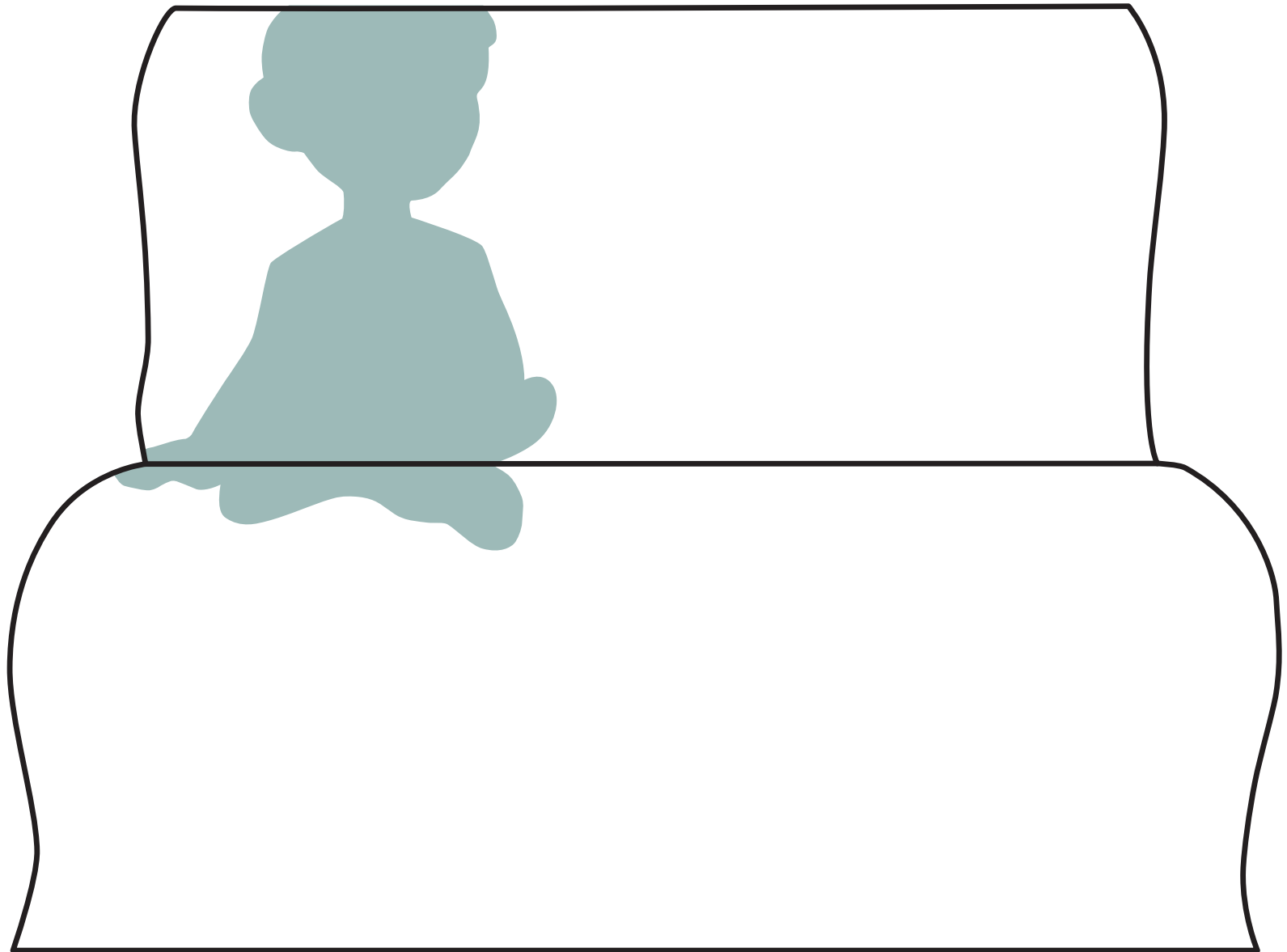
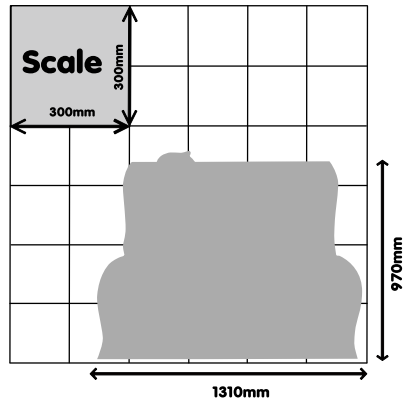
Depth (including fixing brackets): 850mm

The sculpture has been constructed primarily with glass reinforced plastic (GRP) and a gel coating with a white primer layer on top, ready for you to paint.



You'll use the blank templates on the following pages to create and submit your designs.

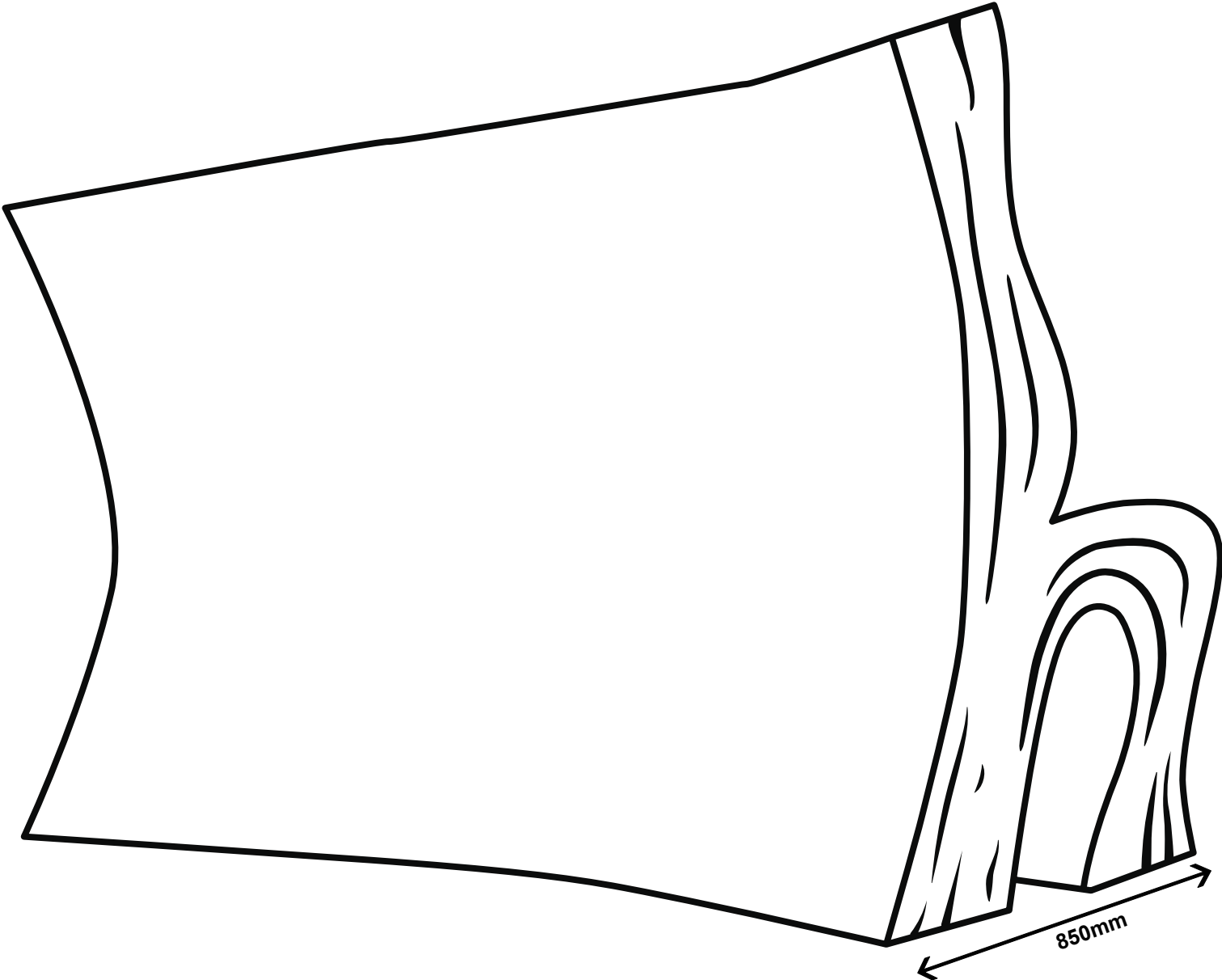
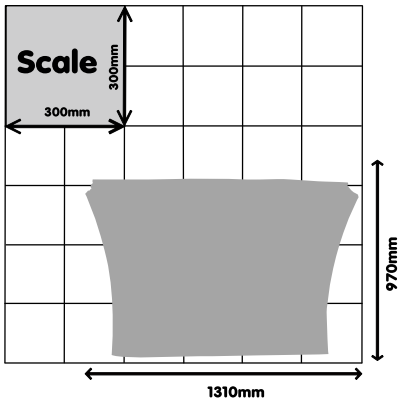
Front template



Artist name:

Design name:

Back template



Artist name:

Design name:

Practical guidance

DESIGN AND MATERIALS

Sculptures are robust and suitable for outdoor display, but when planning your design, you should bear in mind that:

- ✦ They should be appropriate for public display. The audience will be broad and of all ages, and the trail will have an even greater interest for children.
- ✦ Remember that your sculpture will be positioned outside for 10 weeks, exposed to the British weather!
- ✦ Designs that are religious, political, or sexual in nature will not be accepted. In addition, neither corporate logos nor advertising is allowed, and we cannot accept designs which infringe on third party intellectual property i.e. recognisable, published characters, and brand assets, including celebrity likenesses unless the artist has rights to use such designs.
- ✦ When placing on the streets, each sculpture is bolted to a concrete plinth using fixings. Artists must keep the base area of the sculpture clear of any attachments.
- ✦ A Neverland Adventure: Art Trail is an interactive event so please bear in mind your sculpture will be repeatedly touched by members of the public. It is not advisable for artists to attach items to the sculpture unless secured robustly as it is likely that they will be removed in a very short space of time.
- ✦ Artists are responsible for providing their own preferred material. The use of water based acrylic paint is recommended, although artificial resin paint or two component paint can also be used to paint or spray a design. To cover your sculpture with a coat of varnish, it must be finished with a waterproof, non-yellowing varnish, which will be provided.
- ✦ While we welcome all art forms, experience has taught us that collage and/or sticking paper-based products onto the sculpture does not prove as effective as painting or mosaics.
- ✦ Artists will not be responsible for placing their sculpture on the streets or collecting them at the end of the event. We do, however, ask artists to be available during and after the event for any touch-up work that may be required.
- ✦ We'd like to keep all the designs and work on your sculpture confidential at this time. We'll inform you when you can go public.





Terms and conditions

These Terms and Conditions apply to artists submitting designs for consideration for A Neverland Adventure: Art Trail and, where an artist is subsequently selected and accepts a commission, to the carrying out of that commission.

Please read these Terms and Conditions carefully before submitting a design.

By submitting a design, you agree to be bound by **Part A** of these Terms and Conditions.

If GOSH Charity subsequently offers you a commission and you accept that commission, **Part B** will also apply and will form part of the binding agreement between you and GOSH Charity in relation to the commission.

PART A

SUBMISSION OF DESIGNS

1. About the Art Trail

- 1.1 **A Neverland Adventure: Art Trail** (the **Event**) is a public art trail being organised by Great Ormond Street Hospital Children's Charity in partnership with Wild in Art.
- 1.2 Great Ormond Street Hospital Children's Charity is a registered charity in England and Wales (charity number 1160024) and a company limited by guarantee registered in England and Wales (company number 09338724), whose registered office is at 2nd Floor, 40 Bernard Street, London WC1N 1LE (**GOSH Charity**).
- 1.3 Wild in Art Limited is a company limited by shares registered in England and Wales with registered company number 06166501, whose registered office

is at Unit 14, Bingswood Trading Estate, Whaley Bridge, Derbyshire, SK23 7LY (**Wild in Art**).

- 1.4 The Event is expected to take place in London between July and September 2027. Selected artists will be commissioned to apply an approved design to a sculpture supplied for the Event.
- 1.5 Following the Event, commissioned sculptures may be sold at auction or privately to raise funds in support of GOSH Charity's charitable purposes, or retained by GOSH Charity or another third party permitted by GOSH Charity, but shall not otherwise be returned to the artist and the artist shall not receive any commission from any sale of the sculpture.

2. Eligibility

- 2.1 The open call is available to amateur and professional artists, designers and creatives.
- 2.2 You must:
 - (a) be aged 18 or over at the date of submission; and
 - (b) be resident in the United Kingdom.
- 2.3 GOSH Charity may require reasonable evidence that you satisfy the eligibility requirements.

3. Submitting a design

- 3.1 You may submit up to a maximum of 2 (two) design proposals.
- 3.2 Each design must:
 - (a) be submitted in the format required by GOSH Charity as noted in the Artist brief and these Terms and Conditions;
 - (b) include all information requested in the application form; and
 - (c) be received by the deadline noted in the Artist brief.

- 3.3 GOSH Charity is not obliged to consider incomplete or late submissions.
- 3.4 You are responsible for ensuring that the information you provide is complete and accurate.
- 3.5 There is no fee to submit a design, and no payment is due for preparing or making a submission.

4. Design requirements

- 4.1 Your design must:
 - (a) be capable of being accurately realised on the three-dimensional sculpture provided for the Event;
 - (b) be suitable for public display and a family audience;
 - (c) comply with the creative brief contained in the Artist brief;
 - (d) be capable of being made sufficiently robust and durable for outdoor public display; and
 - (e) comply with any technical requirements contained in the Artist brief or otherwise notified by GOSH Charity.
- 4.2 Designs should be bright, colourful, welcoming and appropriate for all ages and should work visually from multiple angles.
- 4.3 Your design must not contain material which is unlawful, defamatory, discriminatory, obscene, threatening, frightening or otherwise inappropriate for a public family event.
- 4.4 Without GOSH Charity's prior written approval, your design must not include:
 - (a) any third-party trade mark, logo, brand, character or other intellectual property;
 - (b) celebrity images or likenesses;

- (c) Disney's Peter Pan characters, imagery or Disney-specific styling or any other Disney characters;
- (d) references to the "Lost Boys" or "The Boy Who Never Grew Up";
- (e) themes or imagery principally concerned with death, darkness or peril;
- (f) imagery which could reasonably be regarded as threatening, frightening or melancholic;
- (g) overt medical or hospital imagery;
- (h) political, religious or sexual material; or
- (i) corporate advertising.

5. Your intellectual property warranties

5.1 You warrant that:

- (a) you are the creator of each design you submit or otherwise have all rights and permissions necessary to submit it and grant the rights set out in these Terms and Conditions;
- (b) your design is original to you except for any material which GOSH Charity has expressly authorised you to use;
- (c) your submission does not infringe the Intellectual Property Rights (which means: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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) of any third party; and

- (d) you have obtained any necessary written permissions for any third-party material incorporated into your submission.

5.2 You must provide evidence of any permission referred to in clause 5.1 if requested by GOSH Charity.

5.3 You must notify GOSH Charity promptly if you become aware of any actual or potential third-party claim concerning your submission.

6. Intellectual property in submitted designs

6.1 Copyright and all other Intellectual Property Rights in any design submitted by you shall remain vested in you.

6.2 By submitting a design, you grant GOSH Charity and Wild in Art a non-exclusive, royalty-free, perpetual and irrevocable licence to reproduce, display and otherwise use the design for the purposes of:

- (a) administering and evaluating the open call;
- (b) presenting the design to any selection panel, sponsor or other person involved in selecting commissioned designs;
- (c) maintaining records of the selection process; and
- (d) publicising the open call and selection process, subject to clause 7.

6.3 If your design is subsequently commissioned, the additional licence granted to GOSH Charity under clause 30 shall apply to that design and the resulting Commissioned Artwork.

6.4 Nothing in this clause permits GOSH Charity or Wild in Art to commercially exploit a design which is not commissioned, other than with your prior written agreement.

7. Publicity and confidentiality during selection

7.1 GOSH Charity may use your name, biography and submitted design for purposes reasonably connected with administering, evaluating and publicising the open call and Event.

7.2 GOSH Charity will determine when selected designs and artists may be publicly announced.

7.3 If GOSH Charity tells you that your selection, design or other information concerning the Event is confidential, you must not publish or disclose that information until GOSH Charity confirms that you may do so.

7.4 In particular, shortlisted or selected artists may be asked not to publish their designs or announce their involvement before GOSH Charity's official announcement.

8. Personal information

8.1 GOSH Charity will process personal information in accordance with applicable data protection law and its **Privacy Policy**.

8.2 Where we have identified the relevant lawful basis, personal information may be shared with Wild in Art, members of the selection panel, Event sponsors and relevant service providers where reasonably necessary.

SELECTION AND COMMISSIONING

9. Selection process

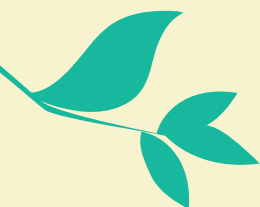
9.1 Applications may be considered by a selection panel appointed by GOSH Charity and may also be presented to Event sponsors as part of the selection process.

9.2 GOSH Charity is not obliged to commission any particular number of artists or designs.

9.3 GOSH Charity's selection decision is final and no correspondence shall be entered into regarding your submission if unsuccessful.

10. Shortlisting does not amount to a commission

10.1 Being shortlisted, presented to a sponsor or otherwise progressing through the selection process does not amount to an offer of a commission.





- 10.2** A commission will only arise when:
- (a) GOSH Charity confirms in writing that it wishes to commission your design and provides the relevant Commission Details; and
 - (b) you accept the commission in writing.

- 10.3** The Commission Details may include:
- (a) the approved design;
 - (b) the Artist Fee;
 - (c) the completion deadline;
 - (d) delivery and collection arrangements;
 - (e) the replacement value of the sculpture (£2,600 incl. delivery + VAT);
 - (f) the relevant GOSH Charity contact; and
 - (g) any specific technical or artistic requirements applying to the commission.

- 10.4** When you accept a commission, the Commission Details together with these Terms and Conditions will form the agreement between you and GOSH Charity.

- 10.5** If there is any conflict between:
- (a) the Commission Details;
 - (b) these Terms and Conditions; and
 - (c) the Artist brief,

they will take precedence in that order.

11. Changes before commissioning

- 11.1** GOSH Charity may ask you to make reasonable modifications to your design before offering a commission, including changes required:
- (a) for technical or safety reasons;
 - (b) to comply with the creative brief;
 - (c) to address intellectual property concerns;
 - (d) following sponsor feedback; or
 - (e) to ensure that the overall Event works effectively.
- 11.2** You are not obliged to accept the proposed modifications. However, where GOSH Charity makes its offer of a commission conditional upon those

modifications, GOSH Charity will not be obliged to commission the design unless you agree to make them.

12. No obligation to commission

- 12.1** Submission or shortlisting does not oblige GOSH Charity to offer you a commission.
- 12.2** Equally, you will not be obliged to accept a commission merely because you submitted a design.
- 12.3** If you accept a commission, you agree that Part B of these Terms and Conditions will apply to that commission and that you will comply with it.

13. Changes to the Event

- 13.1** GOSH Charity may make reasonable changes to the Event, including its timing, location, route, duration, marketing, sponsorship arrangements and installation plans.
- 13.2** GOSH Charity does not guarantee:
- (a) that any particular sculpture will be installed at a particular location;
 - (b) visitor numbers;
 - (c) a particular level of publicity or exposure for an artist; or
 - (d) the identity of sponsors or Event partners.

14. Entire agreement for commissioned artists

- 14.1** These Terms and Conditions together with:
- (a) any Commission Details;
 - (b) your design, if approved for commission; and
 - (c) the technical requirements, creative brief and other requirements of the Artist brief which are expressly stated to apply to commissioned artists, constitute the entire agreement between you and GOSH Charity in relation to the commission.
- 14.2** You acknowledge that you have had the opportunity to review all of these Terms and Conditions before deciding whether to submit your application and prior

to accepting any commission which may be offered by GOSH Charity.

15. Liability and indemnity

- 15.1** By submitting a design and, if you accept a commission, in carrying out that commission, you shall indemnify GOSH Charity against all reasonable losses, liabilities, damages, costs and expenses (including reasonable legal costs and any irrecoverable VAT) actually and directly incurred by GOSH Charity arising from: (a) your material breach of these Terms and Conditions; or (b) a third-party claim arising from your design or Commissioned Artwork to the extent caused by your breach, negligence or infringement of third-party rights. This clause 15.1 is subject to clause 31.3.
- 15.2** Subject to clause 15.3, GOSH Charity shall have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits or any indirect or consequential loss arising under or in connection with these Terms and Conditions or your involvement in the Event.
- 15.3** Nothing in these Terms and Conditions excludes or limits either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

16. Variation

- 16.1** Any variation to the terms applying to an accepted commission must be agreed in writing between you and GOSH Charity.

17. Assignment

- 17.1** You may not assign or transfer your rights or obligations under an accepted commission without GOSH Charity's prior written consent.
- 17.2** GOSH Charity may assign or transfer its rights in connection with the Event to another member of its group or an organisation responsible for delivering the Event.

18. Third-party rights

- 18.1** Except where expressly stated otherwise, a person who is not a party to an accepted commission has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms and Conditions.

19. Severance

- 19.1** If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, that will not affect the remaining provisions.

20. Waiver

- 20.1** A failure or delay by GOSH Charity in exercising a right under these Terms and Conditions does not waive that right.

21. Governing law and jurisdiction

- 21.1** These Terms and Conditions and any dispute or claim arising out of or in connection with them are governed by the laws of England and Wales.
- 21.2** The courts of England and Wales have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with these Terms and Conditions.

PART B

TERMS APPLYING TO COMMISSIONED ARTISTS

This Part B only applies if GOSH Charity offers you a commission and you accept it in accordance with these Terms and Conditions.

22. The commission

- 22.1** Upon acceptance of the commission, you must apply the approved design to the sculpture supplied by or on behalf of GOSH Charity and complete the commissioned artwork in accordance with:
- (a) the approved design;
 - (b) the Commission Details;

- (c) the Artist brief and creative brief;
- (d) these Terms and Conditions; and
- (e) any reasonable written instructions provided by GOSH Charity.

- 22.2** You must not materially alter or depart from the approved design without GOSH Charity's prior written approval.
- 22.3** You will perform the commission as an independent artist exercising your own artistic skill and judgement, subject to the requirements described above.

23. Artist Fee and expenses

- 23.1** Subject to satisfactory completion and acceptance of the commissioned artwork and approval in accordance with clause 29, GOSH Charity will pay you the Artist Fee stated in the Commission Details.
- 23.2** Unless otherwise stated in the Commission Details, the Artist Fee will be £1,250.00 plus VAT, if applicable.
- 23.3** You must submit a valid invoice following completion of the commissioned artwork and any approval process notified by GOSH Charity.
- 23.4** GOSH Charity will pay an undisputed invoice within 30 days of receipt.
- 23.5** Unless GOSH Charity agrees otherwise in writing, the Artist Fee includes all costs and expenses incurred by you in carrying out the commission, including:
- (a) paints and artistic materials;
 - (b) tools and equipment;
 - (c) storage;
 - (d) insurance; and
 - (e) any assistants engaged by you.

- 23.6** GOSH Charity will provide any varnish or other materials which it has specifically agreed to supply.
- 23.7** You are responsible for your own income tax, National Insurance, VAT and other tax liabilities arising from the Artist Fee.

24. Delivery and ownership of the sculpture

- 24.1** GOSH Charity will arrange for the sculpture to be delivered to the ground floor or other agreed accessible delivery point at the address agreed with you.
- 24.2** **The sculpture remains the sole property of GOSH Charity at all times.**
- 24.3** Nothing in these Terms and Conditions transfers ownership of the sculpture to you.
- 24.4** On delivery, you must:
- (a) inspect the sculpture carefully;
 - (b) take clear photographs recording its condition; and
 - (c) notify GOSH Charity in writing within 24 hours of any visible damage or defect.
- 24.5** Unless you notify GOSH Charity under clause 24.4(c), the sculpture will be treated as having been delivered to you in good condition.

25. Responsibility for the sculpture

- 25.1** **Risk in the sculpture passes to you when it is physically delivered into your possession or control.**
- 25.2** **You remain responsible for the sculpture until it is physically collected from you by GOSH Charity's nominated courier or another person expressly authorised by GOSH Charity.**
- 25.3** For the avoidance of doubt, risk does not pass back to GOSH Charity merely because the Commissioned Artwork has been completed or approved, you have notified GOSH Charity that the sculpture is ready for collection, a collection date has been arranged or the sculpture has been packaged for collection.
- 25.4** While the sculpture is in your possession or control, you must take all reasonable precautions to protect it from:
- (a) loss or theft;
 - (b) accidental or malicious damage;
 - (c) fire;





- (d) flood or water damage;
- (e) weather;
- (f) interference by third parties; and
- (g) any other reasonably foreseeable risk.

25.5 You must keep the sculpture:

- (a) in a secure location;
- (b) indoors unless GOSH Charity agrees otherwise in writing;
- (c) appropriately protected from weather, heat, cold, moisture and other environmental conditions;
- (d) protected from accidental impact or interference; and
- (e) inaccessible to the public and other unauthorised persons except where reasonably necessary for carrying out the commission.

25.6 You must not sell, hire, lend, pledge, dispose of or grant any third party any proprietary or security interest over the sculpture.

25.7 You must notify GOSH Charity immediately if the sculpture is lost, stolen or damaged or if an incident occurs which could materially affect its condition.

25.8 From delivery of the sculpture until its physical collection in accordance with clause 25.2, you must maintain insurance with a reputable insurer sufficient to cover the sculpture while it is in your possession or control. The insurance must:

- (a) cover property belonging to a third party which is in your custody or control;
- (b) insure the sculpture for at least the replacement value stated in the Commission Details; and
- (c) include appropriate cover against accidental damage, theft, fire, flood and malicious damage.

25.9 You must provide GOSH Charity, on request, with reasonable evidence of that insurance and evidence that any relevant premium has been paid.

25.10 Where members of the public, assistants or other third parties will attend the premises at which the sculpture

is being worked on or stored, you must maintain appropriate public liability insurance.

25.11 If you employ anyone in connection with the commission, you must maintain employers' liability insurance where required by law.

26. Loss or damage to the sculpture

26.1 You are responsible for loss of or damage to the sculpture occurring while risk rests with you, except to the extent that you can demonstrate that the loss or damage resulted from:

- (a) a defect which existed before delivery; and could not reasonably have been identified when you inspected the sculpture; or
- (b) circumstances which could not reasonably have been prevented by your compliance with clauses 25.4 and 25.5.

26.2 If the sculpture is damaged while risk rests with you, GOSH Charity may require you, at your cost, to:

- (a) repair or restore it to GOSH Charity's reasonable satisfaction; or
- (b) reimburse GOSH Charity for the reasonable cost of arranging repair or restoration.

26.3 If the sculpture is lost, stolen, destroyed or damaged beyond economical repair while risk rests with you, you will be liable to GOSH Charity for:

- (a) the replacement value stated in the Commission Details; and
- (b) reasonable direct costs necessarily incurred by GOSH Charity in obtaining and transporting a replacement sculpture.

27. Materials and workmanship

27.1 You must complete the commissioned artwork to a professional standard appropriate for prolonged public display outdoors.

27.2 You must use materials and techniques which are suitable, safe and sufficiently durable for the proposed use.

27.3 In particular, you must:

- (a) take account of the fact that the sculpture is expected to be displayed outside for approximately ten weeks;
- (b) ensure that additions are securely attached, structurally sound and safe;
- (c) keep the base and fixing areas free from attachments so that the sculpture can be installed safely;
- (d) use paints and materials suitable for the sculpture and its intended outdoor display;
- (e) apply any protective varnish supplied or specified by GOSH Charity in accordance with the instructions provided; and
- (f) provide details of paints, colours and other materials used where reasonably requested.

27.4 You must not make structural alterations to the sculpture without GOSH Charity's prior written approval.

28. Completion and collection

28.1 You must complete the commissioned artwork by the deadline stated in the Commission Details.

28.2 Because the sculpture is required for a time-sensitive public art trail, **time is of the essence** in relation to that completion deadline.

28.3 When the artwork is complete, you must:

- (a) notify GOSH Charity;
- (b) provide photographs or other information reasonably requested for approval; and
- (c) make the sculpture available for collection at the agreed place and time.

28.4 You must retain and use any packaging supplied with the sculpture where GOSH Charity asks you to do so.

28.5 You must provide reasonable assistance to enable safe collection.

28.6 If collection is postponed or rearranged, your responsibilities under clauses 24 to 26 (inclusive) continue until physical collection takes place.

29. Approval and remedial work

29.1 GOSH Charity may inspect and approve the completed commissioned artwork before accepting it.

29.2 GOSH Charity may require reasonable remedial work where it reasonably considers that the artwork:

- (a) materially departs from the approved design;
- (b) does not comply with these Terms and Conditions, the Artist brief or creative brief or Commission Details;
- (c) is incomplete;
- (d) is unsafe or unsuitable for public display;
- (e) contains a material defect in workmanship; or
- (f) otherwise falls materially below the standard reasonably expected of the commission.

29.3 You must undertake reasonable remedial work required under clause 29.2 promptly and within any reasonable deadline specified by GOSH Charity.

29.4 If you do not undertake that remedial work, GOSH Charity may arrange for another person to carry it out and may recover the reasonable additional cost from you or deduct it from any unpaid Artist Fee.

29.5 GOSH Charity may withhold some or all of the unpaid Artist Fee where:

- (a) you do not complete the commission; or
- (b) the artwork materially fails to comply with the commission requirements; and
- (c) you have failed to remedy the relevant failure within a reasonable period specified by GOSH Charity.

30. Intellectual property in commissioned artwork

30.1 Copyright and all other Intellectual Property Rights in:

- (a) the design selected for commission; and
- (b) the artwork applied to the sculpture, together, the **Commissioned Artwork**, shall remain vested you as the artist.

30.2 Copyright and all other Intellectual Property Rights in any preparatory sketches, digital renderings, colour studies, maquettes or other creative materials created specifically for the commission (the **Preparatory Materials**) shall also remain vested in you as the Artist.

30.3 In consideration of the Artist Fee, you grant to GOSH Charity a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, reproduce, display, publish, communicate to the public, photograph, film, record, copy, adapt and otherwise exploit the Commissioned Artwork in any media now known or developed in the future for purposes connected with:

- (a) the Event and any associated, successor or legacy activities;
- (b) GOSH Charity's charitable, fundraising, promotional, educational and archival activities;
- (c) the exhibition, installation, maintenance, marketing, sale or auction of the sculpture;
- (d) publicity, advertising, publications, websites, apps, social media and other digital media; and
- (e) the creation and exploitation of reproductions and merchandise.

30.4 GOSH Charity may grant sublicences of the rights set out in clause 30.3 to Wild in Art and to sponsors, contractors, agencies, printers, manufacturers, auction partners, suppliers and other third parties where reasonably necessary for any of the purposes set out in clause 30.3.

30.5 You grant GOSH Charity and its permitted sublicensees the right to crop, resize, reformat, reproduce and make reasonable adaptations to the Commissioned Artwork where reasonably necessary for the purposes set out in clause 30.3, provided that GOSH Charity shall not knowingly use or alter the Commissioned Artwork in a manner which is materially derogatory to the Artist's reputation.

30.6 To the fullest extent permitted by law, you irrevocably waive, and agree not to assert, your moral rights in the Commissioned Artwork and Preparatory Materials under sections 77 to 89 of the Copyright, Designs and Patents Act 1988 and any equivalent rights anywhere

in the world, to the extent necessary to enable GOSH Charity and its permitted sublicensees to exercise the rights granted under this clause 30.

30.7 You grant GOSH Charity a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to reproduce, display, publish and use the Preparatory Materials for purposes connected with:

- (a) the Event;
- (b) GOSH Charity's charitable and fundraising activities;
- (c) promotion and publicity relating to you, the Commissioned Artwork or the Event;
- (d) educational activities; and
- (e) GOSH Charity's archives and historical records.

30.8 Unless otherwise agreed, GOSH Charity intends, where reasonably practicable, to credit you as the artist when the commissioned sculpture or a substantial reproduction of the Commissioned Artwork is publicly displayed. An inadvertent failure to provide a credit on any particular use shall not amount to a breach of these Terms and Conditions.

30.9 You must, at GOSH Charity's reasonable request, sign any further document and do anything reasonably necessary to give effect to the rights granted under this clause.

30.10 For the avoidance of doubt, ownership of the physical sculpture remains with GOSH Charity notwithstanding that you retain the Intellectual Property Rights in the Commissioned Artwork.

The sale, auction or other transfer of ownership of the physical sculpture shall not transfer any Intellectual Property Rights in the Commissioned Artwork to the purchaser or other recipient. GOSH Charity may notify any purchaser or recipient of this restriction and impose appropriate terms on the sale or transfer to give effect to it.

31. Continuing intellectual property warranties

31.1 The warranties in clause 5 continue to apply to the Commissioned Artwork and the Preparatory Materials.



31.2 You warrant that:

- (a) the Commissioned Artwork and Preparatory Materials are original to you except for any material expressly approved by GOSH Charity;
- (b) you own, or have obtained, all rights and permissions necessary to grant the licences contained in clause 30;
- (c) the Commissioned Artwork and Preparatory Materials do not infringe the Intellectual Property Rights or other rights of any third party; and
- (d) GOSH Charity and its permitted sublicensees may exercise the rights granted under clause 30 without requiring any further permission or payment to you or any third party, except as expressly provided in these Terms and Conditions.

31.3 You will be responsible for reasonable losses, liabilities and costs incurred by GOSH Charity arising directly from a third-party Intellectual Property Rights claim resulting from your breach of clauses 5 or 31.

32. Publicity and confidentiality following commissioning

32.1 Until GOSH Charity confirms that you may do so, you must keep confidential:

- (a) your selection;
- (b) the approved design;
- (c) photographs or videos of work in progress;
- (d) photographs or videos of the completed sculpture; and
- (e) other confidential information concerning the Event.

32.2 You must not announce your selection or publish photographs of the sculpture before the date notified by GOSH Charity.

32.3 Once authorised, you may refer to your participation in the Event and share approved photographs of your work, provided that you do not:

- (a) suggest that you are employed by or represent GOSH Charity;

- (b) suggest endorsement by GOSH Charity of other goods or services; or

- (c) misuse GOSH Charity's name or branding.

32.4 GOSH Charity and its Event partners may use your name, biography, approved photograph and information about you and the Commissioned Artwork for purposes connected with the Event and GOSH Charity's charitable activities.

32.5 The rights granted under this clause are in addition to, and do not limit, the rights granted to GOSH Charity under clause 30.

33. Maintenance and touch-ups

33.1 You may be asked to undertake reasonable minor touch-up work before the Event where this is necessary because of your original materials or workmanship.

33.2 GOSH Charity may also invite you to carry out maintenance or repair work during or after the Event.

33.3 Unless the work falls within clause 33.1, any significant additional maintenance or repair work will be subject to separate agreement between you and GOSH Charity, including as to any additional fee.

34. Independent contractor status

34.1 You are engaged as an independent contractor and not as an employee, worker, partner or agent of GOSH Charity.

34.2 Subject to the approved design, completion deadline and requirements of the commission, you are responsible for determining the manner in which you organise and carry out your artistic work.

34.3 You have no authority to enter into commitments or incur liabilities on behalf of GOSH Charity.

34.4 GOSH Charity is not obliged to offer you further work and you are not obliged to accept any future commission.

34.5 You remain responsible for all taxes and National Insurance arising from the Artist Fee.

35. Assistants and subcontracting

35.1 The commission is awarded to you on the basis of your artistic submission and you remain personally responsible for the Commissioned Artwork.

35.2 You must not transfer or subcontract the substantial artistic creation of the Commissioned Artwork without GOSH Charity's prior written consent.

35.3 You may use reasonable studio assistance where appropriate, but remain responsible for the acts and omissions of anyone you engage as if they were your own.

36. Health, safety and conduct

36.1 You are responsible for working safely and complying with applicable laws in carrying out the commission.

36.2 You must follow appropriate safety instructions relating to paints, varnishes, resins, solvents, tools and other materials.

36.3 You must not do or omit to do anything in connection with the Event which could reasonably be expected to cause serious damage to the reputation of:

- (a) GOSH Charity;
- (b) Great Ormond Street Hospital for Children NHS Foundation Trust;
- (c) Wild in Art; or
- (d) the Event.

37. Cancellation and termination of a commission

37.1 GOSH Charity may terminate a commission immediately by written notice if you:

- (a) materially breach these Terms and Conditions and, where the breach is capable of remedy, fail to remedy it within a reasonable period specified by GOSH Charity;
- (b) fail to make reasonable progress such that GOSH Charity reasonably considers that the sculpture is unlikely to be completed by the deadline;



- (c) materially depart from the approved design without permission;
- (d) create artwork which materially breaches the content requirements;
- (e) infringe or are reasonably suspected of infringing third-party Intellectual Property Rights; or
- (f) engage in conduct connected with the commission which is reasonably likely to cause serious reputational harm to the parties noted in clause 36.3.

37.2 GOSH Charity may also cancel a commission if the Event is cancelled or materially changed, or cannot reasonably proceed, for circumstances outside GOSH Charity's reasonable control.

37.3 On termination or cancellation, you must immediately:

- (a) stop work if requested by GOSH Charity; and
- (b) make the sculpture and all relevant Commissioned Artwork available for collection.

37.4 If GOSH Charity cancels under clause 37.2 for reasons not attributable to you, GOSH Charity will pay a fair proportion of the Artist Fee reflecting work properly completed before cancellation, together with any expenses which GOSH Charity expressly agreed in writing to reimburse separately.

37.5 If GOSH Charity terminates the commission because of your material breach, it may withhold any unpaid Artist Fee to the extent reasonably proportionate to the commission or Commissioned Artwork which has not been satisfactorily provided.

37.6 Termination does not affect any rights or liabilities which have accrued before termination.

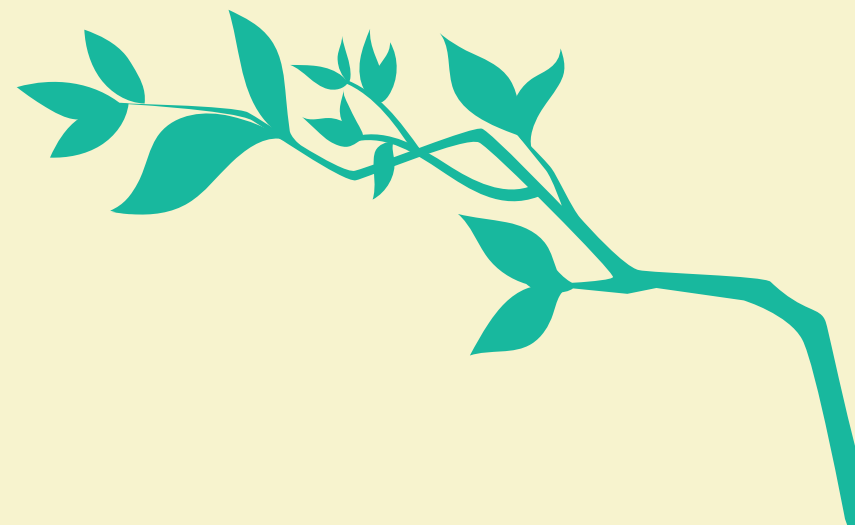
38. Events outside a party's reasonable control

38.1 Neither you nor GOSH Charity will be liable for delay or failure to perform an obligation where that delay or failure results from circumstances genuinely outside that party's reasonable control and which could not reasonably have been avoided.

38.2 The affected party must:

- (a) notify the other as soon as reasonably practicable; and
- (b) take reasonable steps to minimise the consequences.

38.3 Nothing in this clause removes or suspends your obligations to safeguard or insure the sculpture, or your responsibility for loss of or damage to it, while it remains in your possession or control.



The story continues...

Could your ideas take flight? Don't forget to submit your designs by the deadline!

By taking part in A Neverland Adventure: Art Trail, you'll help build the new Children's Cancer Centre at GOSH – a place that will help give kids with cancer the best care, the best chance and the best childhood possible.

A great, big thank you to all artists.



A NEVERLAND ADVENTURE ++ ART TRAIL ++

Email: aneverlandadventure@gosh.org
Website: aneverlandadventure.co.uk



**BUILD IT.
BEAT IT.**

