

# TERMS AND CONDITIONS

## BACKGROUND

- (A) ARTROOMSFAIR Ltd is the Organiser of ARTROOMS - INTERNATIONAL CONTEMPORARY ART FAIR ("EVENT").
- (B) ARTROOMS – INTERNATIONAL CONTEMPORARY ART FAIR will take place at MELIA WHITE HOUSE HOTEL (Albany Street, London NW1 3UP – United Kingdom) on Friday 11th January 2019, Saturday 12th January 2019, Sunday 13th January 2019.

## DEFINITIONS

"Exhibitor" means the applicant identified on the front hereof; (b) "Artrooms" means the specific expositions or conferences identified on the front hereof; (c) "Event" means Artrooms-International Contemporary Art Fair, its agents, employees and affiliates;

## NOW IT IS HEREBY AGREED AS FOLLOWS

- (A) By signing this Agreement, the Exhibitor is officially accepted into ARTROOMS - INTERNATIONAL CONTEMPORARY ART FAIR by the Organiser and the Exhibitor is committed to a legally binding agreement with the Organiser and agrees to the terms laid out in this contract in regards to ARTROOMS - INTERNATIONAL CONTEMPORARY ART FAIR.

### 1.0 EXHIBITION SPACE

1.1 The Exhibitor agrees not to assign or sublet any space allocated to him (or any part of it) to another party, not to display or advertise goods or services other than those manufactured or carried by him in the normal course of business.

1.2 All exhibitors will be allocated to a designated space (hotel room) and all works displayed must be shown within such space. Spaces are non-transferable.

1.3 HANGING INFORMATION: A maintenance team together with the Organiser will support the Exhibitor in the set up of the exhibition.

1.3.1 The hotel rooms is approximately 24sqm with 4/5 spaces already prepared for hanging and several desks to display artwork. The average size for paintings and photography is approximately 70 x 120 cm, larger work can be displayed in the room but not hanged on walls. The Exhibitor is allowed to use as a display: desks, coffee tables, beds, bedside tables, sofas and all the room furniture. Please, be careful and protect the surfaces. If the Exhibitor needs additional displays for sculptures, he can bring his own plinths.

Heavy or extra size works need to be approved by the Organisers.

1.3.2 Each room has a TV than can be connected to a laptop or USB key. Additional equipment (i.e. projectors, speakers, headphones etc.) can be brought by the Exhibitor at his own expenses.

1.3.3 Drilling and nailing into the room is strictly forbidden.

### 2.0 SET-UP AND TAKE-DOWN

2.1 The Exhibitor agrees to hang their own works, and is responsible for hanging and taking them down securely. Any damages or accidents that happen are the responsibility of the Exhibitor. The Organiser or third parties cannot be held liable.

2.2 Exhibitors set up will take place from 2:00pm of Thursday 10<sup>th</sup> January 2019 until 3:00pm of Friday 11<sup>th</sup> January 2019. The Exhibitors have to be at the venue at the strict time.

2.3 Take down will take place on 13<sup>th</sup> of January 2019 from 6pm to 9pm. Closing time in the last day of the Event on Sunday 13<sup>th</sup> of January 2019 is strictly 6pm.

2.4 After take down, the Exhibitor must leave the room clean (with no litter) and must take all unsold items back including packaging. The Exhibitor must leave the rooms in the same conditions as he has found it at arrival.

### 3.0 STORAGE

3.1 The Organiser has the use of a storage space at the venue available to Exhibitors, where they may keep personal belongings and art packaging at their own risk.

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## 4.0 LIABILITY and INSURANCE

4.1 The Organiser and third parties cannot be held liable for any accidents, damages or theft that might happen to the premises of Meliá White House Hotel, where ARTROOMS will be held.

4.2 The person that is responsible to any damage, accidental or on purpose, to the venue of Meliá White House Hotel or to the exhibition walls or to material provided by the Organiser will be held liable, and will be charged for the damages.

4.3 Care should be taken to avoid any damage to any part of the building. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.

The Exhibitor agrees to hang their own work, and is responsible for hanging and taking down securely.

4.4 In order to take part to the Event at Melia White House Hotel, the Exhibitor will be required to fill in the Check-in form, Credit Card form complete with a photocopy of both sides of credit/debit card and return it with the signed Agreement. No money will be deducted from the Exhibitor Credit Card. The Credit Card details will be used ONLY in case the Exhibitor causes any damages to Melia White House Hotel in accordance with clauses 4.2 and 4.3. or if the Exhibitor benefits from Extras, like food and drinks from the fridge in the rooms or uses the room telephones.

4.5 If the Exhibitor does not want to post details of his credit/debit card, he can hand the fill credit card form and photocopy of both sides of credit/debit card to the Organizer when he arrives for the set up.

4.6 It is compulsory for the Exhibitor to fill in the Credit Card form and to give photocopy of both sides of his credit/debit card either by post or in person. If the Exhibitor does not provide these documents, the room key won't be provided and the Exhibitor won't be able to take part to the Event. As set out in clause 4.4 money will be deducted using the credit/debit card details provided ONLY in the event of damages or benefit of Extras.

4.7 The Organisers cannot be held responsible for any loss, theft or damage to Exhibitors' works or personal possessions. Any claims for personal injury or damage to property by third parties or employees cannot be made to the Organiser or third party.

4.8 The Exhibitor is responsible for being covered by all risk insurance. The Exhibitor is responsible for own insurance (theft and damage) of their artworks, public liability and third party.

4.9 The Exhibitor is responsible for all costs of insurances: travel insurance, insurance of their artworks to and from the showcase venue, and throughout the Event.

## 5.0 SECURITY

5.1 The Exhibitor will be exhibiting in a secure environment; however, both Meliá White House Hotel and the Organiser are unable to accept responsibility for lost or damaged works, and/or personal injury.

5.2 The Organiser has arranged security staff at the Event, but are not liable or responsible in case any theft or any damage may occur.

5.3 Security staff will be on duty throughout the period of tenancy of the Event but shall be under no liability for loss, damage or theft.

## 6.0 COSTS and EXPENSES

6.1 The exhibition space is offered free of charge to the Exhibitor for the duration of the Event.

6.2 The Exhibitor is responsible for any costs for shipping the artworks to the venue and to ship back the unsold works. The Exhibitor is also responsible to insure the artworks when in transit to the venue and back. Neither the Organiser nor Melia White House Hotel can be held responsible for damaged or lost goods in transit.

6.3 The Exhibitor is responsible for his/her own travel costs to the venue and back and for accommodation.

6.4 VERY IMPORTANT Note for Exhibitors shipping artworks from outside Europe:

When artworks are shipped from outside Europe to the United Kingdom, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers must be filled accordingly. Neither the

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Organiser not Melia White House Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.

6.5 The Exhibitor is responsible for any other additional expenses incurred such as framing, hanging material, art supplies, parking, postage costs, and other unforeseen costs for the Exhibitor, throughout the Event, before the Event, whilst in transit, whilst in storage, throughout the duration of the Event, including set-up and take down.

## 7.0 ARTWORKS

7.1 All works must be original.

7.2 All works displayed must be for sale.

7.3 Prints on sale must be editions of no more than 50.

7.4 By submitting artworks the Exhibitor agrees the works are the original works of the exhibiting artist and do not infringe the copyright or other intellectual property rights of any third parties.

7.5 The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

7.6 All works must be presented with a Certificate of Authenticity.

7.7 A full list of all exhibited works must be consigned to the Organiser before the 15<sup>th</sup> of December 2018.

## 8.0 SALES

8.1 During the Event all sales of artworks will be processed EXCLUSIVELY by the Organiser. The Exhibitors cannot accept any direct payments from buyers, including cash payments.

8.2 The Organiser is entitled to keep a commission on the sale of artworks calculated as 30% of the selling price of the sold artworks.

8.3 The Exhibitor is entitled to receive a payment on the sale of artworks during the Event calculated as 70% of the selling price of the sold artworks.

8.3.1 If the payment to the Exhibitor will be made into a non-UK bank account, a fixed amount of £3.00 will be deducted from the due amount to cover the international transaction fee.

8.3.2 Terms of payment: The Organiser will remit the payment due to the Exhibitor (as per clauses 8.3 and 8.3.1) within 30 days after the closure of the Event. In order to have the payment processed, the Exhibitor will provide the Organiser with an invoice with his bank account details.

8.4 The Organiser is VAT registered.

## 9.0 OBLIGATIONS OF EXHIBITOR

9.1 The Exhibitors MUST be present for all the duration of the Event and keep his exhibition room open and supervised during all the opening time of the Event (TBC): from Friday 11th January to Sunday 13th of January 2019.

9.2 The Exhibitor cannot keep his room closed and not be present during the opening times of the Event.

9.3 The Exhibitor, once selected, MUST sign the acceptance letter and confirm his/her participation at the fair.

9.4 Withdraw of the participation and failure to notify it, may result in a maximum fine of £ 500, unless the breach of the Exhibitor's participation results from causes beyond his/her reasonable control, and cannot be held liable for unexpected or uncontrollable events, including weather affecting circumstances.

## 10.0 GENERAL CONDITIONS

10.1 All shipments of artworks to the venue have to strictly be made in accordance with clauses 6.2 and 6.4 and Attachment 1 of this Agreement. The Organiser cannot be held responsible for any payments, delay or stop of the artworks when shipped, in transit and at the customs.

10.2 Smoking is not permitted at the venue.

10.3 The Exhibitor should address any queries about the Event or venue directly to the Organiser. Melia White House Hotel is not the organiser of ARTROOMS2019 and all communication, issues or concerns should

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be corresponded to the Organiser on the day of occurrence. Any issues reported afterwards cannot be taken in consideration.

10.4 The Organiser sets the Terms and Conditions, also the place, the duration, the dates, the opening hours, and the ticket price of the Event and if necessary reserves the right to modify them.

10.5 The Organiser has the right to modify any details and information of the Event, including details on the website. The Organiser cannot be held liable when any modifications and or changes of Event details and of website information (even through the cause of third party) have occurred.

10.6 The building has been partially adapted for wheelchair access. Please notify the Organiser in advance of any special needs and it will endeavour to help.

10.7 The Organiser shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.

10.8 The Organisers will be responsible at all times for the control of the Event area. The Exhibitor is responsible for the supervision of its space.

10.9 The Organiser accepts no liability for any inaccuracies or omissions on the Event and on the Organiser websites and any decisions based on information contained in this website are the sole responsibility of the visitor.

10.10 The Organiser and third parties cannot be held liable if Exhibitor, helper or visitor suffers from distress due to climate and or temperature throughout the Event. Either inside the building and/or outside.

10.11 The Organiser and third parties cannot be held liable for any sudden and/or unexpected disruption at moment of the Event causing lack of visitors, sales, attendance of any kind.

10.12 The Organiser and third parties cannot be held liable for any health/safety issues occurring on the premises of the Event under any circumstances.

10.13 Any unacceptable behaviour, and/or causing havoc or disturbance of any kind to the Organiser, third party, other exhibitors or visitors will be removed from the premises, and will await a penalty fine. The Organiser has the right to call the police and/or security to remove Exhibitors.

## **11.0 HEALTH & SAFETY**

11.1 Exhibitors must not bring anything that will spill out beyond the boundaries of their space, cause a health and safety hazard or be deemed inappropriate at a professional fair.

11.2 All walk spaces and pathways need to be clear. Cordial collaboration between your neighbours is recommended, please show consideration for the other exhibitors. You will be asked to remove anything that contradicts the above.

11.3 The Organiser and Melia White House Hotel will ask you to remove anything from the Event that causes obstruction, and or health and safety issues.

## **12.0 POSTPONEMENT OR ABANDONMENT**

12.1 The Exhibitor shall have no claim against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Event building Melia White House Hotel becoming wholly or partially unavailable for the holding of the Event by reason of happenings of any of the events being beyond the Organisers' control.

## **13.0 INDEMNITY**

13.1 The Exhibitor agrees to indemnify the Organiser against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way.

## **14.0 THIRD PARTY RIGHTS**

14.1 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this agreement and nothing contained in this agreement, expressed or implied, is intended to confer on any person other than the parties to it any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## **15.0 SEVERABILITY**

15.1 If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in force and effect.

## **16.0 NO WAIVER**

16.1 No waiver or any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term

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of the agreement shall not be construed as a waiver of any subsequent breach of a term of the same or a different nature.

## **17.0 DISPUTE RESOLUTION**

17.1 In the event of a dispute arising out of or in connection with these terms or any contract between the Exhibitor and the Organiser, then the Exhibitor agrees to attempt to settle the dispute by engaging in good faith with the Organiser in a process of mediation before commencing arbitration or litigation.

## **18.0 FORCE MAJEURE**

18.1 The Organiser is not liable for any breach of our obligations resulting from causes beyond its reasonable control, and cannot be held liable for unexpected or uncontrollable events, including power cuts, strikes of our own employees, or weather affecting circumstances.

## **19.0 GOVERNING LAW AND JURISDICTION**

19.1 This Agreement shall be governed by the laws of England and Wales and any disputes regarding them shall be determined by the English courts.

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## ATTACHMENT 1

### SHIPMENT INFORMATION:

The Exhibitors can ship artworks to Melia White House Hotel provided they strictly follow the notes as below:

- **DELIVERY ADDRESS:**

EXHIBITOR NAME (This means that you have to address the parcel to your name)

at MELIA WHITE HOUSE HOTEL

ALBANY STREET

LONDON NW1 3UP

UNITED KINGDOM

Ref. ARTROOMS Tel. 0044(0)7947653530

- Number the boxes as follows:

“1 of 1” (if you send just 1 box)

“1 of 2” and “2 of 2” (if you send 2 boxes)

“1 of 3”, “2 of 3” and “3 of 3” (if you send 3 boxes)

and so on if you send more boxes.

- Make sure that your name is written somewhere on the boxes. If your courier is indicated as the shipper, please write SENDER: YOUR NAME somewhere on the box.

Consider that more than hundred boxes will be delivered and we need to clearly identify whose they are without having to open them.

- Artworks can be delivered to Melia White House Hotel from 1:00pm on Monday, the 2<sup>nd</sup> January 2019 and must be delivered in time for the set-up from the 10<sup>th</sup> of January 2019 (TBC).

- **VERY IMPORTANT for Exhibitors shipping artworks from outside Europe:**

When artworks are shipped from outside Europe to the United Kingdom, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers must be filled accordingly. Neither Artroomsfair not Melia White House Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.