

## GOVERNING TERMS AND CONDITIONS FOR EXHIBITORS ("Terms and Conditions")

In these **Terms and Conditions**, all references to the '**Organiser**' are references to the Crafts Council, of 44a Pentonville Road, London N1 9BY.

All references to the '**Event**' or '**Fair**' are to Collect, the Leading International Fair for Contemporary Craft and Design, which will take place from 28 February – 2 March (Preview days 26 and 27 Feb) 2025.

Presented by the Crafts Council, the Event shall take place at Somerset House, Strand, London, WC2R 1LA or a similar venue (the '**Venue**').

All references to the '**Exhibitor**' or '**Exhibitors**' are references to all persons who have applied successfully to exhibit at the Event.

'**Advisory Panel**' refers to the panel of individuals and industry professionals who are invited by the Organiser to assess applications and select successful participants for Collect Open 2025.

Participation by the **Exhibitor** in the **Event** is subject to the **Terms and Conditions** set out below. Exhibitors and represented artists are bound by these terms. The **Organiser** reserves right to, at any time, issue other rules and regulations of participation to supplement these **Terms and Conditions**.

### 1. Acceptance

Acceptance of the Exhibitor's application is effective when the Organiser receives the completed application of that Exhibitor and the Organiser accepts the application in writing. Exhibitors must adhere to feedback from Advisory Panel on development of proposal where received. The Organiser reserves the absolute right to decline or reject any proposed Exhibitor whose products or services are not satisfactory to the Organisers, in its sole discretion.

### 2. Governing Terms and Conditions

Participation by the Exhibitor in the Event is **subject to the Terms and Conditions** set out below. Exhibitors and represented artists are bound by these terms. The Organiser reserves the right to, at any time, issue other rules and regulations of participation to supplement these Terms and Conditions. The Terms and Conditions together with the **Application** and the **Exhibitor Manual** form the entire **Agreement** between the Exhibitor and the Organiser.

Any Exhibitor that does not comply with this **Agreement** is liable to be removed from the Venue. The Organiser reserves the right to amend the Agreement without notice.

### 3. Selection process

- i. Participation is in all cases subject to written acceptance by the Organiser through the Advisory Panel appointed by the Organiser.
- ii. The Advisory Panel will be entitled to select Exhibitors at its absolute discretion and no reasons will be given for the Selection Panel's decision. The Selection Panel's decision is final and will not be subject to appeal.
- iii. The Advisory Panel may impose conditions for acceptance to the Event
- iv. The Organiser reserves the right to withdraw its offer of space from any Exhibitor owing monies to the Organiser on any account, or if in the opinion of the Organiser the inclusion of the Exhibitor would adversely affect the reputation or standing of the Event or if the Exhibitor has contravened (or threatened to contravene) these Terms and Conditions.
- v. The Advisory Panel may select a reserve list of applicants wishing to exhibit at the Event. Should an Exhibitor fail to pay any fees by the due date, the Organiser may re-allocate that space and the right to participate in the Event to an applicant on the reserve list.

#### 4. Eligibility

Collect presents high quality craft by established artists and new talent that is recognised as having the potential to be a significant new voice.

All Exhibitors must comply with the following criteria which is used as the basis of the selection process during the Advisory selection panel:

- i. Quality, exclusivity and reputation of artists submitted for representation
  - i. Quality will be determined by:
    1. Artistic expression, originality and intellectual content
    2. Excellence in making, process and skill
    3. Presence within significant private collections
    4. Presence within public/ museum collections
    5. Solo or major group shows
    6. Recognition through significant prizes or major commissions
  - ii. Exclusivity will be determined by:
    1. Uniqueness/ rarity (understood as works which are produced as a 'one off')
    2. Editions (in most cases, numbered, signed, limited editions. Batch produced works are not permitted)
  - iii. Reputation will be determined by:
    1. Artists that are being introduced to the market being recognised or forecast as being a strong emerging artist within this field
    2. Quality of curation and display/presentation
    3. The narrative/ influences of an individual's work
    4. The aesthetic combination of the group and proposed work
    5. Strong curation and theming by the applicant

#### 5. Works to be exhibited at the Event

- i. Collect is a fair for "contemporary objects" which the Organiser defines as works that have been primarily made by hand, utilising craft processes.
- ii. Artists and objects listed in the application must fall under one of the disciplines of ceramics, glass, furniture, wood, metal, jewellery, silversmithing, textiles, stone working, book art, leather and lettering. Those working using other craft processes or materials can be eligible at the discretion of the Advisory Panel and will be reviewed on a case by case basis.
- iii. Applications will not be accepted for artists presenting painting, drawing, graphic design, print making (on paper) or photography. Associated works in these media may be accepted at the discretion of the Organiser.
- iv. Art works submitted to be exhibited at the Event must adhere to the above specification to be considered for inclusion. The artist should be making work specifically for the Event as a unique piece and it should be shown in the UK for the first time.
- v. Work that is part of a numbered, limited edition is permissible but any work that is produced as a batch or in significant quantities will be rejected.
- vi. Artists must exercise personal control over the making process and the finished piece. Where an artist operates a workshop with employees, artists must show (on demand) that the art works produced within the workshop is under their immediate supervision where others are making all or part of the art works.
- vii. The Organiser reserves the right to, at its absolute discretion, reduce the number of exhibited art works if in the Organiser's opinion the proposed quantity or quality of art works is inconsistent with the general presentation of the Event.
- viii. All displays are subject to a vetting process before the fair opens. A Collect representative will visit your space on the morning of 26 February to cross reference and review the contents on display against the approved Exhibitor application both for accuracy and suitability in terms of the Selection Criteria. Exhibitors will receive notice if the contents have been approved or if any items need to be removed or discussed further with the vetting committee. Any requests to remove objects must be carried out before the opening of the fair by the Organiser at the expense of the Exhibitor, and excluded in all promotions and listings across the Event's communications channels.
- ix. In relation to sold objects being removed: exhibitors are expected to keep the display as comprehensive as possible throughout the Event. All displays must be open and professionally attended at all times throughout the period of the Event.
- x. Exhibitors must not display any goods of a flammable, noxious or obscene nature, or those that include a naked flame, and the Organiser will remove any such unsuitable material from the Event.
- xi. Exhibitors must not display any goods containing water or organic matter that could decompose.
- xii. The Organiser requires that all Exhibitors are conscientious with regards to the provenance and sourcing of materials used in the works they display on their stand and observe legal regulations and sustainable practice. Any materials that violate the CITES Regulations (Convention on International Trade in Endangered Species) are strictly prohibited and will be removed from the fair immediately. The Organiser reserves the right to expel an exhibitor displaying objects that violate such laws.

- xiii. Exhibitors must maintain a full/complete stand display throughout the fair. All artworks should be retained on the Exhibitors stand until the close of fair on Sunday 3 March 2024. Where an artwork must be removed or the sale cannot take place, the Exhibitor must replace the artwork with another.

## 6. Price of work and Sale of work

- i. The average price range of work sold at the fair is £5,000 -£10,000 with the highest priced items selling for in excess of £50,000. We expect exhibitors to take this into account when selecting work for their display. The minimum price of an object at Collect is £500. The majority of objects are expected to be priced at over £1,000.
- ii. It is the responsibility of the Exhibitor to ensure all professional standards are adhered to regarding all sale or commission of work from their display; this includes detailing all relevant tax that is to be paid by purchasing client.

## 7. Display restrictions

- i. Due to the Grade 1 listed status of the venue, exhibitors must adhere to and be respectful of restrictions in place for displaying of works as outlined in the Exhibitor Manual
- ii. Exhibitors are strictly limited to the fixing restrictions for direct attachment of objects or displays to the Venue walls. These will be outlined in the Exhibitor Manual which will be issued with your stand plan in Autumn 2024. Any damages are the liability of the Exhibitor and charges will be levied. Fixing must not take place until your floor manager has granted you approval to commence your installation.
- iii. All items must be displayed inside the allocated footprint of the Stand area unless additional space has been pre-agreed by the Organiser and paid for. The Organiser may remove any part of the display outside the limits of an Exhibitor's allocated space.
- iv. Full consideration must be taken for health and safety requirements for visitor aisle widths and entry points to a room or space and must be accessible for wheelchair users (1m walkway through the space minimum)
- v. The following additional charges will be levied for items displayed outside the allocated Stand area:
  - a. Items placed outside the stand area that have not been pre-agreed and paid for will incur a penalty charge of £500+VAT per square metre occupied
- vi. Items placed outside the stand area that have not been pre-agreed are liable to be removed if they pose a Health and Safety threat.
- vii. The Organiser may also restrict the display or demonstration of any mechanical or other equipment should it be a nuisance to other Exhibitors or the visiting public.
- viii. The use of video or audio equipment to play or record audio or visual material must be authorised in writing by the Organiser before installation. Should the playing of music and video be required and agreed with the Organiser in advance, PRS and PPL licences must be obtained at the Exhibitor's expense, for any music that is not composed, written or published by the exhibitor. Copies of these certificates must be provided prior to the commencement of the Event.

## 8. Space allocation

All Stand space for the Event will be allocated at the discretion of the Organiser. Due to the unusual layout of the Venue and its Grade 1 listed status, the Organiser cannot guarantee the precise location of an Exhibitor's stand nor the exact number of metres, dimensions or walling indicated/requested in advance of the selection process.

- i. Exhibitors will be notified in writing of their stand size and location.
- ii. Exhibitors have seven days to respond to this allocated location in writing with any serious concerns.
- iii. Exhibitors may not sub-let or share space within the area allocated to them unless sharing a space has been approved by the Advisory Panel.
- iv. The Organiser reserves the right to move stands and reallocate space previously notified to Exhibitors.
- v. The Organiser reserves the right to alter the allocation of common space and to relocate the aisles, entrances and exits at any time.
- vi. The Exhibitor shall not be entitled to object to the Organiser, the Venue or anyone authorised by the Organiser to enter any part of the Venue or the Stand at any time to execute works, repairs and alterations and for other purposes.
- vii. The Exhibitor must comply with all statutory Health and Safety regulations and any Venue terms and conditions during set-up and dismantling of the stand and for the duration of the Event as set out in the exhibition manual.

## 9. Installation and Display material

- i. Contractors for exhibition services appointed by the Organiser will offer to supply display material to Exhibitors. Any other display material deriving from a source other than such contractors or the Organiser should be of a similar style and standard to that supplied by the contractors appointed by the Organiser and details of such material must be submitted for

approval by the Organiser by the date set for orders to be submitted on the online Exhibitor Portal.

- ii. Any display that is of a significantly different nature to a standard display provided by contractors appointed by the Organiser or is not deemed of a professional standard must be submitted for approval by the Organiser in advance of the fair
- iii. Any property supplied to Exhibitors by contractors appointed by the Organiser will be supplied subject to the terms of business of such contractors and must be returned in the same condition as delivered.
- iv. Any loss or damage to such property will be the Exhibitor's responsibility, and the Exhibitor agrees to indemnify and hold harmless the Organiser and the contractors in relation to any damage to the materials supplied by any contractor appointed by the Organiser.
- v. Costs and procedures relating to the selected contractors for exhibition services will be included in the Exhibitor Manual that will be available in autumn 2024. Exhibitors shall settle directly with these contractors and must comply with their terms and conditions of business. Painting/construction work is not permitted within the Venue unless prior arrangements are made with the appointed contractor.
- vi. Exhibitors must abide by all other conditions and instructions contained in the Exhibitor Manual. No part of an Exhibitor's display may be attached to the Venue unless by strict adherence of the guidelines outlined in the Exhibitor Manual. Exhibitors will be liable for any damage they cause to the fabric contents or fixtures and fittings of or at the Venue over and above the aforementioned guidelines and the Exhibitor agrees to indemnify and hold harmless the Organiser and the Venue in relation to any damage caused. Exhibitors will be charged the penalty amounting to the charges levied to the Organiser by the Venue for 'Making Good' any damage.
- vii. Exhibitors may not move or install any lighting or electrical appliance without written approval of the Organiser. Any lighting or electrical appliance, not supplied by the electrical contractor, must be approved by the Organiser before installation.
- viii. Each Exhibitor will be appointed a delivery time slot for their work and display material, the Exhibitor will be able to request their preferred time slot via the online form. The time slot allocated is not flexible and any Exhibitor or transport representative of that Exhibitor attempting to deliver outside of this delivery slot will be refused admission to the event until their allotted time.
- ix. If an Exhibitor exceeds their delivery timeslot, they will be charged a fee for an additional timeslot
- x. All crates and packaging must be removed before the Event opening. 2x cubic metres of offsite storage space for packing materials is provided to each Collect Open Exhibitor free of charge. Any storage beyond this quantity required will be charged for. Full details on offsite storage, including fees, will be available in the Exhibitor Manual.
- xi. The Exhibitor must comply with all statutory Health and Safety regulations and any Venue terms and conditions during set-up and dismantling of the display and for the duration of the Event.
- xii. Failure to occupy the space by 8am on 26 February 2025 will result in the automatic forfeit of the allocated space and it will be repurposed for an alternative use. If a space is forfeited then no part of the fee will be refunded to the Exhibitor.

## 10. Access passes

- i. The Exhibitor must provide a list of names of those requiring access passes for the installation and opening period of the Event as outlined in the Exhibitor Manual.
- ii. These passes must not be shared or exchanged under any circumstances. Any evidence of this will result in immediate ejection from the Event by the Organiser.

## 11. Liability and Insurance

- i. The Organiser cannot accept any liability to an Exhibitor for any losses or damage sustained by the Exhibitor arising indirectly from participation, or non-participation, or for any indirect or consequential loss of profits or opportunity, wasted management time or loss of data.
- ii. The Exhibitor is responsible for complying with the sale of goods and other legislation regarding sales to visitors and the offering of credit and will indemnify the Organiser against failure to comply with the same.
- iii. To the fullest extent permitted by the applicable law, the Organiser and Venue excludes:
  1. all liability for loss, injury or damage to persons or property before, during or after the Event; and
  2. any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Exhibitor or any loss of profits, anticipated profits,
  3. savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss. Notwithstanding anything to the contrary in this Agreement, Exhibitor's liability for any third party intellectual property infringement claims is not limited.
  4. Nothing in this Agreement shall limit or exclude the liability or remedy of either Party for:
  5. death or personal injury caused by its negligence, or that of its employees, agents or subcontractors; or

6. fraud, fraudulent misrepresentation or anything that may be reduced or limited by applicable laws.
- iv. Subject to clauses, Organiser's total liability to the Exhibitor shall not exceed the lower the total sums paid by Exhibitor to Organiser for the stand space.
- v. It is a requirement that each Exhibitor must have in place adequate insurance cover in order to participate in the fair. Exhibitors are expected to ensure they are covered for all risks for the duration of the Event. The Organiser encourages Exhibitors to be particularly vigilant throughout set up and breakdown, and to consider securing smaller objects of high value.
- vi. Each Exhibitor must also affect and maintain adequate public liability insurance covering injury to persons or property caused by the Stand contents, furnishings and exhibits – minimum £10M cover.
- vii. If you plan to employ a photographer to take images of your work at the fair, you must inform the Organiser in writing ahead of the fair, the Organiser will agree with you a suitable time slot for the photographer to attend, which will not be during opening times, during install or de-install periods. No photographer is permitted to enter the fair without sufficient public liability insurance of a minimum £10M cover as this is set by the venue, Somerset House. If the Exhibitor wishes to hire a photographer, proof of adequate public liability insurance must be supplied to the Organiser in advance or their entry to the Event or they will not be permitted.

## 12. Force Majeure

- i. In the event of cancellation, postponement, extension or limitation of the Event or use of the Venue or any part thereof or of any of the services provided herein or a change in the location or dates of the Event which result directly or indirectly from war, fire, national emergency, national pandemic, labour dispute, strike, lockout, civil disturbances, acts of terrorism, inevitable accident, the non-availability of the Venue, or any other cause not within the reasonable control of the Organiser ("Force Majeure Event") the Organiser shall be under no liability to the Exhibitor in respect of any costs expenses or losses whatsoever which may be suffered or incurred by the Exhibitor.
- ii. In the event of the non-availability of the Venue the Organiser reserves the right to relocate the Event to any other London venue by giving the Exhibitors advance notice.

## 13. Security

- i. The Organiser will arrange a security guard service for the Event, commencing from the first day of installation until the last day of dismantling, but the security guards will not be responsible for the security of individual stands and exhibited work.
- ii. The Exhibitor acknowledges that security risks cannot be eliminated by the security services provided by the Organiser.
- iii. Stands must always be staffed by the Exhibitor or a representative of the Exhibitor during Event opening times.
- iv. All exhibitors are required to and must demonstrate evidence that they have adequate insurance in place to take part in the Event. See section 11.

## 14. VAT and Customs Clearance

- i. All Non-UK exhibitors will have their stand fees charged at 0% VAT.
- ii. All Exhibitors whether part of or from outside the European Union are solely responsible for organising the proper import and export of property for sale at the Event.
- iii. Exhibitors are responsible for their own shipping arrangements and ensuring the correct paperwork is in place for taking part in the Event. Tax and customs advice must be sought from the UK Government website [www.gov.uk](http://www.gov.uk) or from the Exhibitor's shipper.
- iv. Exhibitors are responsible for the handling of applicable VAT on purchases directly from their stand and for processing any applicable claim on export.
- v. Exhibitors are solely responsible for compliance with prevailing UK VAT regulations. Each Exhibitor has individual VAT circumstances based on location of their business and nature of their business. All VAT questions must be referred to the Exhibitor's accountant/financial advisor.
- vi. Exhibitors are solely responsible for adhering to and being fully informed of the UK's anti-money laundering regulations.

## 15. Fees and Payments

The Exhibitor shall pay the Organiser the fees specified below. The Exhibitor must confirm their acceptance in writing, and pay upon invoice the deposit by the deadline stated. All UK-based Exhibitors are required to pay VAT on their fees to the Organiser.

Exhibitor fee (inc. consultation & operations)	£2,935 (+VAT)
Catalogue fee	£335 (+VAT)
<b>Net Total (exc. VAT)</b>	<b>£3,270 (+VAT)</b>
<b>Grand Total (inc. VAT @ 20%)</b>	<b>£3,924</b>

### Payment schedule

	Cost	Deadline
Application submission	£45 (inc. VAT)	Upon submission of application
Deposit payment (non-refundable)	20% of total fees	15 September 2024
Interim payment	30% of total fees	31 October 2024
Final payment	50% of total fees	30 December 2024

Payment of all fees must be received in full by **30 December 2024**. If payment is not made by the due dates the Organiser reserves the right to re-allocate spaces to applicants from a reserve list.

The Organiser may approve an individual payment plan with an Exhibitor to correlate with grant payments at their discretion.

## 16. Cancellation

If an Exhibitor wishes to withdraw from the Event notice must be given in writing for the attention of Sarah Dormer via email to the following addresses: [s\\_dormer@craftscouncil.org.uk](mailto:s_dormer@craftscouncil.org.uk) and [collect@craftscouncil.org.uk](mailto:collect@craftscouncil.org.uk) Exhibitors withdrawing their participation in the Event after being accepted for inclusion will be liable for:

Deadline	Cost
If notice of cancellation is received in writing on or after <b>16 September 2024</b>	20% of total fees
If notice of cancellation is received in writing on or after <b>01 November 2024</b>	50% of total fees
If notice of cancellation is received in writing on or after <b>01 January 2025</b>	100% of total fees

## 17. Promotion and promotional materials

- i. All Exhibitors should give full co-operation to the appointed publicity contractor or employees of the Crafts Council in attempting to achieve coverage and promotion for the Event. Communications Guidelines will be distributed to Exhibitors by the Organiser.
- ii. In accordance with GDPR (General Data Protection Regulation 2018), the Exhibitor agrees that under the ruling of legitimate business interest, the Organiser may supply the contact details provided by the Exhibitor for taking part in the Event to third party contractors and partners engaged in the delivery of the event. This is inclusive but not exhaustive of the Venue, contractors, consultants, Crafts Council staff, Crafts Council digital channels including website and social media, PR agency, design agency. For more information, please refer to the Crafts Council's privacy policy which can be found at: <https://www.craftscouncil.org.uk/privacy-policy>
- iii. The Exhibitor agrees to state the full name of the Organiser [the Crafts Council], the full name of the fair [Collect: the Leading International Fair for Contemporary Craft and Design], the fair website [[www.collectfair.org.uk](http://www.collectfair.org.uk)] and Instagram address @collectartfair in all Promotional Materials in print and online and the fair hashtag [#Collect2025] when promoting the fair on social media.
- iv. Whilst the Organiser takes every effort to ensure that Exhibitor's contact details are correct in the promotional material for the Event, the Organiser cannot accept responsibility for any errors printed therein or for any inaccurate information supplied by the Exhibitor.
- v. In the section below 'Materials' means any digital image files and all other promotional material of whatever nature supplied by the Exhibitor to the Organiser for promotional purposes.
- vi. The Exhibitor agrees:
  1. To grant to the Organiser a perpetual royalty-free, non-revocable, non-exclusive licence (together with the right to sub-licence) in respect of any Materials supplied by the Exhibitor (or its agents) to the Organiser and/or its appointed publicity contractor(s) and/or publisher for the purposes of promoting and publicising the above named Exhibitor, the artists whose work is exhibited, the Event and any other fairs, events and activities in which the Organiser is involved, both nationally and internationally.

2. To provide all requested Materials to the Organiser by the deadlines outlined in the Exhibitor Portal
  3. To grant permission to the Organiser and/or its appointed publicity contractors and/or publishers to create its own Images by taking photographs (in such form as the Organiser determines) of the Exhibitor's stand at the Event for the same purposes as are mentioned in 17i
- vii. The above licences include:
1. Permission to copy and hold any Materials in any medium including but not limited to the use of the Materials on the internet.
  2. The inclusion of the Materials on the Organiser's electronic database(s) which may be available to the public.
  3. The right to alter and/or crop any images to incorporate them into the overall design of publicity or other material.
  4. That in respect of images taken by a third party or Materials written by a third party the copyright is beneficially and solely owned by the Exhibitor and does not and will not infringe the on any other copyright of any third party. Alternatively, the Exhibitor has full right authority and licence from the copyright owner(s) to grant the licence set out in this section.
  5. To observe the Communications Guidelines as provided by the Organiser in the marketing tool kit when using the Collect logo or identity, or any other associated marketing materials supplied by the Organiser for use when promoting the Exhibitor's participation in the event.
  6. Where the Organiser has commissioned styled photographic assets to promote the fair, the use of these assets is exclusively to promote Collect and must not be used by the Exhibitor without express written permission of the Organiser.
  7. The Exhibitor understands that the Organiser agrees to refer to the Exhibitor any enquiries which it may receive from third parties for the grant of sub licences in respect of the Materials for a fee.
  8. The Organisers reserve all rights to block any publicity that may be viewed as damaging or detrimental to the reputation or identity of the Event. If this publicity is not withdrawn by the Exhibitor, then legal action will be taken to enforce its withdrawal.

## **18. Applicable Law**

These Terms and Conditions and all other material referred to herein are governed under the laws of England and Wales.

## **19. Changes**

The Organiser reserves the right to amend these Terms and Conditions without notice.