



**collect** | THE LEADING  
INTERNATIONAL FAIR  
FOR CONTEMPORARY  
CRAFT AND DESIGN

## Collect Fair Exhibitor Guidelines and Criteria

### EXHIBITOR CRITERIA and 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 01 March to 03 March (Previews 28 and 29 February) 2024.

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 the applications to Collect 2024 and advise on which galleries and organisations should be included in the final selection.

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.

The Terms and Conditions together with the Application and the online Exhibitors’ Manual form the entire agreement between the Exhibitor and the Organiser.

Any Exhibitor that does not comply with Agreement (including the Exhibitor Guidelines in Schedule 1) is liable to be removed from the Event and the Venue.

The Organiser reserves the right to amend the Agreement without notice.



## EXHIBITOR GUIDELINES AND CRITERIA

All bookings by an Exhibitor to exhibit at the Event are subject to the Exhibitor's compliance with the following Exhibitor Criteria.

### A 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.

The Organiser is committed to anti-racism and equity and seeks to continue to increase the diversity of representation at the Event. Exhibitors are encouraged to seek representation from Black artists and artists of African or Caribbean heritage as part of their application as these have been historically under-represented at Collect.

All Exhibitors must comply with the following criteria which are used as the basis of the selection process with the Advisory Panel.

A.1. Evidence of international reputation of exhibitor (gallery, dealer, registered group etc.)

A.2. Prospective exhibitors must pass basic credit and identification checks prior to selection.

A.3. Quality, exclusivity and reputation of artists submitted for representation

A.3.1. Quality will be determined by

A.3.1.1. Artistic expression and intellectual content

A.3.1.2. Individuality and originality of ideas and development

A.3.1.3. Excellence in making, process and skill

A.3.1.4. Presence within significant private collections

A.3.1.5. Presence within public/ museum collections

A.3.1.6. Solo or major group shows

A.3.1.7. Recognition through significant prizes or major commissions

A.3.2. Exclusivity will be determined by:

A.3.2.1. Uniqueness/ rarity (understood as works which are produced as a 'one off')

A.3.2.2. Editions, in most cases, numbered, signed, limited editions. (Batch produced works are not permitted)

A.3.2.3. Artist is not representing part of a wider commercial brand or business

A.3.3. Reputation will be determined by:

A.3.3.1. The majority of artists being of international reputation

A.3.3.2. Artists that are being introduced to the market being recognised or forecast as being a strong emerging talent within this field

A.3.4. Quality of curation and display/presentation will be determined by:

A.3.4.1. The narrative/ influences of an individual's work

A.3.4.2. The aesthetic combination of the group and proposed work

A.3.4.3. Strong curation and theming by the applicant

A.4. Inclusion of new artists and/or new works by previously shown artists (see clause D.8)

### B Application and Selection process

B.1. Participation is in all cases subject to written acceptance by The Organiser through the Advisory Panel appointed by the Organiser.

B.2. Those eligible to apply are galleries, dealers or registered groups who propose an artist, or list of artists and objects, which they wish to represent at the Event.



B.3. The materials submitted on the online application platform by the applicant must be representative of the works that will be presented for display at the event and will be used as the basis for the selection process during the gallery advisory panel. The Organiser reserves the right to request a comprehensive object list, including pricing information from all successful applicants, closer to the event (see clause 1.3 and 4.6).

B.4. The Advisory Panel will be entitled to select Exhibitors at its absolute discretion and no reasons will be given for the Advisory Panel's decision. The Advisory Panel's decision is final and will not be subject to appeal.

B.5. The Advisory Panel may impose conditions for acceptance to the Event, including conditions regarding the inclusion or exclusion of any artist listed on the application if they consider the artist's work does not meet the Advisory Panel's requirements.

B.6 At the point of application, it is imperative that all submitted and uploaded images of artist's work for selection, are fully labelled and follow the application guidelines. Failure to do this will have a detrimental impact on selection and subsequent potential use for PR or promotional purposes if selection is successful. The organiser cannot be responsible for incorrect, omitted or poor labelling of said images.

B.7. The Organiser reserves the right to withdraw its offer of space from any Exhibitor owing monies to the Organiser on any account 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.

B.8. 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 Advisory Panel /The Organiser may re-allocate that space and the right to participate in the Event to an applicant on the reserve list.

B.9. Subject to availability and Crafts Council approval, for rooms over 28m<sup>2</sup> in size, up to two galleries (only) can apply for a shared room/space at Collect for 2024. Two separate gallery applications must be entered stating clearly which other gallery is applying for the shared space. A concise combined curatorial statement must be provided at application stage. The Crafts Council reserves the right to allocate each applicant and independent space if a shared space is not available or is deemed not suitable.

## C Acceptance

C.1. Acceptance of the Exhibitor's application is effective when the Organiser receives the completed online application from that Exhibitor and, following the Advisory Panel meeting, the Organiser accepts the application in writing. On acceptance, a legally binding Fair Space Contract will be created for the Exhibitor to sign confirming their participation in the event.

C.2. The Organiser reserves the absolute right to decline or reject any proposed Exhibitor whose products or services do not meet the Advisory Panel's or the Eligibility requirements, in its sole discretion.

## D Works to be exhibited at the Event

D.1. Exhibitors that are accepted for inclusion at Collect will present a list of artists that showcase works of collectable contemporary craft and design. It is expected that artists and their work demonstrate a deep knowledge of and skill with materials as well as creative and artistic discipline. This may be based on a contemporary interpretation of a traditional craft as well as those that are operating at the cutting-edge of material experimentation and/or combination of materials.

D.2. Accepted Exhibitors will include those showing artists that adhere to traditional connotations of contemporary craft and design (most frequently interpreted as those using a traditional craft material) but can include those that are challenging perceptions and interpretations of the value of materials within their practice through conceptually-led pieces. Artists' work within an Application is expected to be categorised within the following terminology: art jewellery, ceramic, fibre, furniture, glass, lacquer, gold/silversmithing, stone, textile, leather, paper, wood and other materials (see clause D.3). Artists using digital



technologies within their work are expected to demonstrate that hand skill and craft knowledge is the lead component in both the concept and finished object.

D.3. This categorisation is intended to be an overview of function and/or predominant material however this list is not to be considered exhaustive and indeed material diversity and new materials and material combination is encouraged within the fair. For the avoidance of doubt, the inclusion or exclusion of any artist within an application rests entirely on the combined advice of the Advisory Panel.

D.4. Applications will not be accepted for artists presenting painting, drawing, graphic design, print making (on paper) or photography. Exceptions to this rule can only be granted by the Advisory Panel if felt that the work is of curatorial relevance to the final display- any works in this category must be submitted with a curatorial rationale for review.

D.5. 'Contemporary' in this context is defined as work that has been made on or after 01 January 2019. It is expected that 80% of work displayed on each stand will meet this description, with at least one third of this 80% having been made in the 12 months directly preceding the event.

D.6. Art works submitted to be exhibited in the Event must adhere to the above specification in order to be considered for inclusion. In addition, it is expected that the majority of artists submitted for consideration by the Advisory Panel will be making work specifically for the Event as a unique piece or that the work is being shown in the UK for the first time.

D.7. Work that is part of a small numbered, limited edition is permissible but any work that is produced in significant quantities will be rejected.

D.8. The presence of new and emerging talent is an essential aspect of keeping Collect relevant and contemporary. Showing new artists who have not shown at Collect before helps to maintain the freshness of the event and gives a platform to new talent. It is therefore expected that approximately 15% of any exhibitor's stand complies with this rule: the artist must either never have appeared at Collect before or not been shown at Collect for the last three fairs.

D.9. Artists listed in an application must exercise personal control over the making process and the finished piece. Where an artist operates a workshop with employees, or any circumstances where others are making all or part of the art works, the artist must show (on request) that the art works produced within the workshop are under their immediate supervision.

D.10. 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. (also see clause 1.1 and 1.2)

D.11. All stands, and exhibitor booths online at Artsy.net, are subject to a vetting process before the fair opens at the discretion of the Organiser. The Vetting Process reviews the contents of the stand against the approved Exhibitor application / object list if requested (see clause B) as well as the object price list (see clause E). Exhibitors will be notified if any items are to be removed. Any requests to remove objects must be carried out before the opening of the fair.

D.12. In relation to sold objects being removed from the stand; no empty spaces or plinths will be acceptable on an exhibitors' stand during the fair if work is sold. The Exhibitor must ensure the removal of sold piece/s occurs at the end of a day and new work to replace it is in place ready for the fair opening the following morning.

D.13. Progress of sales of artworks on Artsy.net are to be kept up to date and refreshed throughout the Event.

D.14. All stands must always be open and professionally attended throughout the period of the Event.

D.15 Secondary market

D.15.1 Artist deceased; As referred to in Clause 4.2 and 4.3, it is the expectation of the Organiser that artists are represented by only ONE EXHIBITOR AT THE FAIR. If an artist is being shown by more than one Exhibitor, permission needs to be sought from the Organiser. The



Exhibitors understand that the work to be displayed by each Exhibitor by this artist must be SIGNIFICANTLY DIFFERENT.

D.15.2 Living Artist; In line with Clause 4.2 and 4.3 the artist in question must agree in advance with each Exhibitor to show any secondary market/ historical work at the Event

In summary, 80% of the works on the stand must have been made on or after 1st January 2019. At least a third of this work must have been made in the year before the fair, i.e. on or after 01 January 2023. In addition, we require a significant number of works displayed to be by artists who are exhibiting at the fair for the first time. The remaining quota of 20% allows the potential to present older/ historical works, if wished but is not compulsory. The curatorial rationale for inclusion of such works must be clearly outlined as part of application and can only be accepted on this basis.

#### E Price and Sale of Work

E.1. It is the responsibility of the Exhibitor to ensure all objects on their stand are visibly attributed to an artist via captions or other signage. Exhibitors must also ensure pricing of objects is either on the caption or easily available on their stand for the Vetting Process and client enquiry.

E.2. The average price range of work sold at the fair is £5,000 -£15,000 with the highest priced items selling for amounts 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 Exhibitor is not permitted to display individual works for sale priced at less than £500. The majority of objects are expected to be priced at over £1000.

E.3. It is the responsibility of the Exhibitor to ensure all professional standards are adhered to regarding the sale or commission of work from their stand; this includes detailing all relevant tax that is to be paid by a purchasing client along with delivery/collection arrangements.

E4. Vetting may continue throughout the Event to maintain the Fair's strict criteria and integrity.

#### F Stand Installation and Display material

F.1. 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 in the Exhibitor Manual.

F.2. 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.

F.4. 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.

F.5. Costs and procedures relating to the selected contractors for exhibition services will be included in the Exhibitor Manual that will be available in Autumn 2023. Exhibitors shall settle directly with these contractors and must comply with their terms and conditions of business.

F.6. Alteration by the Exhibitor to the stand panels is not permitted. Painting/ construction work on stands is not permitted within the Venue unless prior arrangements are made with the appointed, Venue approved, stand contractor.

F.7. Due to the Grade 1 listing status of the Venue, Exhibitors must abide by all other conditions and instructions contained in the Exhibitor Manual. No part of an Exhibitor's stand or 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 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 Technicians for 'Making Good' any damage.

F.8. 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 PAT (Portable Appliance Testing) tested and approved by the contractor appointed by the Organiser before installation.

## G Exhibitor passes

G.1. The Exhibitor must provide a detailed list of names of those requiring passes for the build, break down, and opening period of the Event as outlined in the Exhibitor Manual.

G.2. 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.

G.3. These passes are NOT for distribution to the Exhibitor's artists unless an individual artist is assisting in managing the exhibition stand at the Event.

## H Promotion and promotional materials

H.1. All Exhibitors should give full co-operation to the appointed PR agency for the Event 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.

H.2. 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>

H.3. The Exhibitor agrees to state the full name of the Organiser [the Crafts Council], the full name of the Event [Collect, The Leading International Fair for Contemporary Craft and Design], the Event website [[www.collectfair.org.uk](http://www.collectfair.org.uk)] in all Promotional Materials in print and online, the Event's Instagram handle @collectartfair and the Event's hashtag [#Collect2024] when promoting the Event on social media.

H.4. 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.

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. See clause B.6.

The Exhibitor agrees:

H.5. 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.

H.6. To provide all requested Materials to the Organiser by the deadlines outlined in the Exhibitor Manual.

H.7. 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 H.1.

The above licences include:

H.7.1 Permission to copy and hold any Materials in any medium including but not limited to the use of the Materials on the internet.

H.7.2 The inclusion of the Materials on the Organiser's electronic database(s) which may be available to the public.

H.7.3 The right to alter and/or crop any images in order to incorporate them into the overall design of publicity or other material.

H.8. 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.

H.9. 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.

H.10. 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.

H.11. 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.

H.12. 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

## I Security

I.1. The Organiser will arrange a security guard service for the Event, commencing from the first day of build until the last day of break down but the security guards will not be responsible for the security of individual stands and exhibited work. The Exhibitor acknowledges that security risks cannot be eliminated by the security services provided by the Organiser.

I.2. All Stands must always be staffed by the Exhibitor or a representative of the Exhibitor.

I.3 All exhibitors are required to and must demonstrate evidence that they have adequate insurance in place to take part in the Event, see clauses 8.7 & 8.8.



## GOVERNING TERMS AND CONDITIONS

### 1. Displays at the Event

- 1.1. It is an expectation that every exhibitor has curated their stand space to the highest standard and takes responsibility to fully understand the boundaries and allocated space for their stand.
- 1.2. All artworks must be displayed with great consideration for how a collector or visitor might interact with your space including wheelchair users.
- 1.3. The Organiser reserves the right to remove any exhibits which have not been accepted by the Advisory Panel. Exhibitors wishing to display artwork of a substantially different nature to that accepted by the Advisory Panel must inform and seek the permission of the Organiser in writing in advance of the Event.
- 1.4. Any proposed changes to the list of artists or objects to be displayed on an exhibitor's stand will be cross-checked before the fair opening against the changes authorised by the Advisory Panel.
- 1.5. Exhibitors must comply with professional standards regarding the display within a stand at the Event. This includes the standard of showcases, plinths, presentation of pieces to view and storage of stock.
- 1.6. The Organiser has the right to request complete details of any proposed exhibit and to prohibit the exhibition of an object that does not meet the requirements of the Event. If necessary, such objects will be removed from the stand by the Organiser at the expense of the Exhibitor, and excluded in all promotions and gallery listings across the Event's communications channels.
- 1.7. 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.
- 1.8. Exhibitors must not display any goods containing water or organic matter that could decompose.
- 1.9. 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.
- 1.10. 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 03 March 2024. Where an artwork must be removed or the sale cannot take place, the Exhibitor must replace the artwork with another (see clause D.12).



## 2. Payment

2.1. In consideration of the grant to the Exhibitor by the Organiser of the right to exhibit goods at the Event, the Exhibitor shall pay the Organiser the fees specified on the online Application form. If offered space, the exhibitor must confirm their acceptance by signing the Fair Space Contract and pay upon invoice following the Exhibitor Payment schedule as set out below at 2.5.

2.2. As part of the total fee, each Exhibitor must pay an mandatory fee of £790+VAT\* for a full colour spread in the Fair Catalogue and equivalent Full Exhibitor Listing as part of Collect fair web content. Details of the deadlines for copy and images for the catalogue will be outlined in the online Exhibitors' Manual. This is a standard fee for all Exhibitors.

2.3. If any amount due remains unpaid, the Organiser may charge additional administration costs and interest (both before and after judgment) on the amount unpaid at the rate of four per cent (4%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until payment of the overdue amount, whether before or after judgment. Company shall pay the interest together with the overdue amount.

2.4. If payment is not made by the due dates the Organiser reserves the right to re-allocate stands to applicants from a reserve list.

2.5. The following payment due dates apply to the Event:

Payment	Fee	Due date
Application fee	£75.00 + VAT*	Payable on application submission, fee is non-refundable
Interim Payment	50% of total costs*	1 <sup>st</sup> November 2023
Final Payment	Remaining 50% of total costs*	1 <sup>st</sup> December 2023

\* non-UK exhibitors will be charged VAT @ 0%.



### 3. Cancellation

3.1. In the event of cancellation, Exhibitor shall be liable for and Organiser shall be entitled to collect and/or retain any amounts due in accordance with clause 3.3.

3.2. If an Exhibitor wishes to cancel their contract with the Organiser, notice must be given in writing for the attention of the Fair Manager via email to the following address: [collect@craftscouncil.org.uk](mailto:collect@craftscouncil.org.uk)

3.3. Exhibitors withdrawing their participation in the Event after being accepted for inclusion will be liable for the Exhibitor Cancellation Fees:

Exhibitor Cancellation Fees	
If notice of cancellation is received in writing before 31st October 2023	20% of fee due
If notice of cancellation is received in writing between 1 November - 14 December 2023	50% of the total fee
If notice of cancellation is received in writing on or after 15 December 2023	100% of the total fee
If notice of cancellation from a digital version of the Fair is received in writing on or after 15 December 2023 (see clause 9)	100% of the total digital exhibitor fee

### 4. Gallery/ Artist Relationship

4.1. It is the expectation of the Organiser that exhibitors discuss representation of artists with the artists detailed on their application for Collect prior to submission. All artists included in an Exhibitor's application should be formally engaged by the Exhibitor for representation at Collect 2024.

4.2. It is the expectation of the Organiser that artists are represented by ONE Exhibitor only at the fair. If an artist is being shown by more than one Exhibitor, then it is primarily the responsibility of the artist to make both Exhibitors aware of this fact.

4.3. The Organiser may request written acknowledgement from both Exhibitors confirming they are aware that they are both representing the same artist and have agreed to this taking place at Collect 2024. However, this will ONLY be permitted if the work to be displayed on each Exhibitor's stand by this artist is SIGNIFICANTLY different.

4.4. The Organiser requires consistency of pricing of a shared artist between any two representing Exhibitors.

4.5. The Advisory Panel and Organiser will endeavour to notify any Exhibitors in writing where they have observed a duplication of artist representation during the selection process. If artist duplications arise at the later date at the point of Fair Guide collation and the Advisory Panel has approved these additional artists, it remains the responsibility of artist and Exhibitor to resolve before the event opens.

4.6. Whilst it is discouraged, if an Exhibitor needs to change their Artist List (removal, substitution and/or addition of artist/s) after the Application



has been submitted (and approved by the Advisory Panel) they MUST first email this request to Daniella Wells (daniella.wells@craftscouncil.org.uk) who will coordinate with the Collect Fair Director and/or Advisory Panel for approval, and who will confirm or decline such changes. After an Application has been submitted there are no guarantees that changes or approvals can be made to the Artist List on any fair records, guides, etc. however all attempts by the Organiser will be made where possible.

## 5. Display restrictions

5.1. 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 these terms and conditions.

5.2. 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.

5.3. Full consideration must be taken for stands to be accessible for wheelchair users.

5.4. The following additional charges will be levied for items displayed outside the allocated Stand area:

5.4.1. Items placed outside the stand area that have not been pre-agreed and paid for will incur a penalty charge of £527+VAT per square metre occupied (with 50cm clearance for any free-standing object).

5.4.2. 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.

5.5. 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.

5.6. 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 and may be refused. If approved, it is the responsibility of the Exhibitor to organise and purchase PPL and PRS licences if music forms part of the artwork.

5.7. Exhibitors are strictly limited to the 'direct fix' guidelines for direct attachment of objects or displays to the Venue walls. These will be outlined in the Exhibitor Manual. Any damages created outside these guidelines may be costly and are the liability of the Exhibitor and charges will be levied. During the build period, you must await sign off from your floor manager before fixing anything to the Venue walls.



## 6. Stand allocation

- 6.1. All Stand space for the Event will be allocated at the discretion of the Organiser. 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.
- 6.2. Successful Exhibitors will be notified in writing of their stand size and location, Exhibitors have seven days to respond to this allocated location in writing with any serious concerns.
- 6.3. 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.
- 6.4. The Organiser reserves the right to move stands and reallocate space previously notified to Exhibitors.
- 6.5. The Organiser reserves the right to alter the allocation of common space and to relocate the aisles, entrances and exits at any time.
- 6.6. 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.
- 6.7. Each Exhibitor will be appointed a delivery time slot for their work and display material. 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.
- 6.8. If an Exhibitor exceeds their delivery timeslot, they will be charged for an additional timeslot. This incurs a fee of £500+VAT.
- 6.9. Any crates and packaging left at the Venue by the Exhibitor will be removed to storage by the Organiser before the Event opening. There is a cost of £40 +VAT per cubic metre to the Exhibitor for the storage of crates and packaging materials during the opening period. Details of this will be available in the Exhibitor Manual.
- 6.10. There will be a limited amount of on-site storage available for exhibitors at Somerset House. On-site storage is strictly for soft-wrapped small artworks ONLY that can be carried by hand and NO packing crates/boxes will be permitted. This is available on a first come first served basis and will be limited to 2m<sup>2</sup> per exhibitor. Exhibitors MUST book this in advance of the Event. This will be charged at the same mandatory rate as above @£40 +VAT. See online Exhibitor Manual for more information and booking form.
- 6.11. 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.
- 6.12. Failure to occupy a stand space by 8am on 28 February 2024 will result in the automatic forfeit of the stand space and it will be repurposed for an alternative use. If a stand is forfeited, then no part of the stand fee will be refunded to the Exhibitor.



## 7. Artsy.net

7.1 Each Exhibitor will be allocated an online 'booth' which appears on the Event's online microsite via Artsy.net. Each exhibitor must work with the assigned project manager for Artsy.net to populate their online 'booth' to display their works for sale at the Event

7.1.1 Each Exhibitor must adhere to deadlines set for completing their online Collect booth ready for the Fair's opening date.

7.2 To maintain the integrity of the Event, all works must comply with Clause 1 and be approved by the Advisory Panel.

7.3 Under NO circumstances may additional artists be added to an Exhibitor's online booth.

7.4 The Organiser reserves the right to instruct Artsy.net to remove works from an Exhibitor's online catalogue of works for sale that have not been approved by the Event's Advisory Panel

## 8. Liability and Insurance

8.1. 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.

8.2. 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.

8.3. To the fullest extent permitted by the applicable law, the Organiser and Venue excludes:

8.3.1. all liability for loss, injury or damage to persons or property before, during or after the Event; and

8.3.2. any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Exhibitor or any loss of profits, anticipated profits,

8.3.3. savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss.

8.4. Notwithstanding anything to the contrary in this Agreement, Exhibitor's liability for any third party intellectual property infringement claims is not limited.

8.5. Nothing in this Agreement shall limit or exclude the liability or remedy of either Party for:

8.5.1. death or personal injury caused by its negligence, or that of its employees, agents or subcontractors; or

8.5.2. fraud, fraudulent misrepresentation or anything that may be reduced or limited by applicable laws.

8.6. Subject to clauses 8.3, 8.4, and 8.5, Organiser's total liability to the Exhibitor shall not exceed the lower of:

8.6.1. the total sums paid by Exhibitor to Organiser for the stand space; or

8.6.2. £8,000

8.7. 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 usual 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.

8.8. 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. Proof of public liability insurance must be supplied to the Organiser by the deadline specified in the Exhibitor Manual.



8.9. Photographers employed by exhibitors are only permitted entry to the Event upon prior arrangement and only during the hours specified by the Organiser, details will be provided in the Exhibitor Manual. 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 will not be permitted

## 9. Change of physical Event by Organiser

9.1. In the event that the Organiser is unable to hold the hybrid physical and online Event for 2024 it will revert to an online Event only, at a fixed cost of £3,200 +VAT for each exhibitor. Any fees paid to date in excess of this digital Fair fee will be refunded.

## 10. Force Majeure

10.1 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.

10.2 In the event of the non-availability of the Venue the Organiser reserve the right to relocate the Event to any other London venue by giving the Exhibitors advance notice.

## 11. VAT, customs tariffs, taxes or charges

11.1. All Non-UK exhibitors will have their stand fees charged at 0% VAT

11.2. 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.

11.3. 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.

11.4. Exhibitors are responsible for the handling of applicable VAT on purchases directly from their stand and for processing any applicable claim on export.

11.5. 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.

11.6. Exhibitors are solely responsible for adhering to and being fully informed of the UK's anti-money laundering regulations.

## 12. Applicable Law

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