**Application Form 2023**

**StART Art Fair 10th Anniversary**

**Important Dates (Dates and events are subject to change without prior notice)**

 **StART PRESS and VIP Preview:**Wednesday 11 October 2023

**StART Public Days:**

Thursday 12- Sunday 15 October 2023

**(Installation to be complete by 2pm Tuesday 10 October, to allow photography and 3D mapping/scans etc)**

**StART focuses on emerging artists and new art scenes with a strong balance of gallery presentations, solo artists and curatorial projects.**

StART offers each exhibitor museum quality exhibition space at Saatchi Gallery in London. Situated on the King’s Road, Chelsea, the gallery is perfectly located for London’s collector-base which is predominantly situated in the surrounding areas.

StART provides a high profile platform for collectors, curators, critics and art enthusiasts to discover new work by emerging and more established contemporary artists from around the globe. In 2021 and 2022 visitor figures have exceeded 15,000 across the five days, 2022’s Private View attracted 3000 guests. In October 2020 despite COVID-19 our Collectors Club Previews attracted over 10000 people each day with more than 6,500 people visiting the fair over five days throughout daily timed sessions.

In the space of nine editions, StART has put itself on the map as a dynamic and vibrant art fair that successfully brings in the collectors who have made London one of the art world’s key hubs.

Alongside the exhibitor booths StART each year presents its own *Curated Projects-* Past editions have included Japanese digital interactive art collective teamLab at the launch of their career, the “Invisible Man” himself, Chinese performance artist Liu Bolin, China Academy of Art project ‘Will to Faith’, artist Philip Colbert, Korean Eye 2020 Teaser Exhibition, Tony McGeee: David Bowie 20/20 Vision, Spotlight Italia, Kpop.art, Lucy Sparrow’s the Billion Dollar Robbery, Illuminati Neon’s “In 1977 I wanna go to heaven..a 21st Century punk experience” and many more.

**Critical reaction to StART has included:**

**PRESS & Visitors:**

“*The gossip from Frieze London's VIP day: from Gavin Turk's bargain taped banana to a fuzzy felt crime scene…. Lucy Sparrow has used her trademark fuzzy fabric to construct a billion-dollar crime scene.”*

-The Art Newspaper 2021

“*11 Must See Exhibitions In London This October*”

- The Londonist 2021

“The UK’s Best Art Shows & Fairs”

 - Country & Town House

*“Congrats for pulling off a spectacular show in the midst of a Global crisis”*

*-Utsava Kesera 2020*

*“I’ve visited StART three times and have seen so many different works each time”*

*-HE Enna Park,Ambassador Republic of Korea*

*“Congratulations again on the show, you had such a great selection of galleries / artists.”*

*-Katie Eearie, Fashion and product Designer/Creative*

*“We were so happy with how everything looked in the spaces and everything ran so smoothly because you were all so accommodating.*

*The boys [Romesh Raganathan and Rob Beckett]absolutely loved it [StART at Saatchi Gallery] and were so grateful to be able to work among such incredible pieces of art!”*

-Dan Magid, Assistant Producer Rob and Rom v Contemporary Art, SKY One (aired Feb 2021)

 *“The fair was great - so many pieces! I was surprised by the scale of it. Must have been a nightmare to organise but the end result was amazing.” -Alistair McCallum*

*“Really interesting and exciting. Loved this show. Beautiful, inspiring and thought evoking.” -*Lucy Clement

*“I recently received the VIP Start Art Fair VIP invite as I have done for several years as the Co-Founder of Spears. I went last night and thought Start Art Fair was splendid”.-* Wendy Coumantaros

*“Emergers and acquisitions: scout this fair for work*

*by up-and-coming artists to add to your collection.”-* The World of Interiors

*“If you’re thinking about getting into this art collecting lark then StART is the place to, erm, start.’ – Metro*

*“Is there room for another art fair in London? In the case of StART, the answer has to be a resounding YES!” -* Louisa Buck, The Art Newspaper (2018)

*“The intimate scale of the fair, which is also peppered with a number of non-commercial exhibitions as part of its Projects section, makes for accessible and pleasurable viewing.” –* Artnet

**EXHIBITORS:**

**“***The entire collection sold out by the penultimate day[15 October 2022], with all but one of the works going to new collectors who were introduced to Southeast Asia’s rich art scene through the fair. To top it all, the gallery found the Holy Grail of the art fair circuit: young collectors. One was just 22 years old and buying their first ever artwork. A happy day for all”*

*-One East Asia 2016, 2017, 2018, 2019, 2020, 2021, 2022*

*“I just want to say that I’m enjoying the opportunity and experience of being part of StART, Thank you ever so much”*

*-Pedro Sousa Lauro 2020, 2021, 2022*

*“I just wanted to say a HUGE thank you to you and the extended team for all your efforts for making StART such an enjoyable and successful experience for my first time as an exhibitor.I would absolutely love to be involved again next year.”*- Nat Bowen, artist Exhibitor 2019, 2020

*“I just wanted to say a huge THANKS for all your assistance in the lead-up and throughout the fair, you have both been incredible and very supportive. The entire organisation of the fair was faultless and I would be honoured to come back next year*.*”* – Salvatore Battalgia artist Exhibitor 2019

*“Very excited and have sold pieces in advance because of the vibe of the show”.*

*“I’m up for next year [2022] already”*

*-Illuminati Neon Exhibitor 2019, 2020, 2021, 2022*

*“It was lovely meeting up with you at StART last Sunday, huge congratulations on having a fantastic event in these difficult times. Hana & I really enjoyed our time there.”*

*-Arash Shahnavas, exhibitor 2017, 2018, 2019, 2022*

 *“We had four firm offers on the main piece after the opening night and they were all desperate to buy the works. We are very pleased with the show and had a decent amount of visitors every day and are completely satisfied with StART Art Fair and everyone involved.” Hana Shahnavas, Artist Exhibitor 2018,2019, 2022*

*“I found StART art fair at Saatchi gallery to be a great platform for galleries at different points in their career. As the artists were selected by a committee I felt lucky to be chosen, there was a high quality of art work selected. It was amazing to work with a professional team and to be surrounded by art galleries and art collectors and professional artists.”* Sam Shendi, sculptor Exhibitor 2018

*“I had fruitful exchanges with other artists and visitors. I am really happy with the show!” -*Tomonori Nishimura, artist Exhibitor 2018, 2019

**Standard size booth sizes and fees:**

GROUND FLOOR:
Large Booth Ground Floor (c.64 sqm area space, wall height 3.5m\*) £17,000\*

Medium+ Booth Ground Floor (c.59 sqm area space, wall height 3.5m\*) £15,000\*

Gallery three (c 190sqm area space) £POA

FIRST FLOOR:
Medium Booth First Floor (c.48 sqm area space, wall height 3.5m\*), £12,000\*

Small/Solo Booth First Floor (c.20 sqm area space, wall height 3.5m\*) £6,000\*

Gallery Ten(c 140 sqm area space- Additional lighting is required) £POA

SECOND FLOOR:
Full Gallery Second Floor (c.41 sqm area space, wall height 3m\*) £POA

Small/Solo Booth Second Floor (c.20 sqm area space, wall height 3m\*) £4,500\*

Mini- galleries 15 and 16 Second Floor (exact measurements to be confirmed ceiling height less than 3m) £6,000\* each

*(\*Please note that these measurements are estimates of the space, more accurately defined floor plans will be provided upon confirmation. \*VAT is applicable to UK based galleries at the normal 20% rate. VAT is not applicable to galleries located outside the UK. For EU exhibitors the reverse charge will apply, please consult your accountant for confirmation and clarity.)*

**To be paid upon receipt of an invoice to:**

Coutts & Co Bank

440 Strand London WC2R 0QS

Account Name: StART (2013) Limited

Account No: 00280356

Sort Code: 18 00 02

IBAN: GB38COUT18000200280356

Swift/ Bic: COUTGB22

**StART Application Form**

**Booth Location**

Please mark your preferred booth location and, upon confirmation of participation, StART will endeavour to accommodate your request, subject to availability:

Large Booth Ground Floor 󠆾

Medium+ Booth Ground Floor 󠆾

Medium Booth First Floor 󠆾

Small/Solo Booth First Floor 󠆾

Small/Solo Booth Second Floor 󠆾

Gallery 3 Ground Floor 󠆾

Gallery 10 First Floor 󠆾 Additional lighting is required

Please note that the Selection Panel recommends that no more than four (4) artists be shown on a Large Booth and no more than three (3) artists be shown on a Medium Booth. Exceptions will be considered if the proposed presentation is artistically excellent.

Artists may apply without a gallery for any size booth.

For help and assistance contact: **gillian@startartfair.com**

Date of Application:

If Gallery fill in section (a) below, if you are an artist applying to show without a gallery fill in section (b) below, both fill in section (c):

(a)

Gallery Name:

Gallery Owner(s):

Gallery Owner(s) email(s):

Gallery Owner(s) mobile(s):

(b)

Artist Name:

**Contact person for StART participation:**

 (c)

Address:

City/State/Province:

Postcode/Zip:

Country:

Telephone (with country code):

Website:

Additional Locations (if applicable):

Main Contact /Gallery Director:

Main Contact/Gallery Director daytime phone (with country code):

Main Contact/Gallery Director mobile phone (with country code):

Main Contact/Gallery Director email:

**Upon receipt by you of the signed Confirmation of Participation (below), a legally-binding contract will be established between the Organiser (StART (2013) Limited) and the applicant Gallery.**

**A 25% non-refundable deposit is due upon receipt of the signed Confirmation. The remaining balance to be paid in three equal monthly installments. (Applications approved after 31 May 2023 should be paid in full no later than 31 August 2023).**

If payment is not received by the relevant due date(s) StART reserves the right to revoke your acceptance to StART. Deposits and payments are non-refundable. Please refer to terms and conditions.

StART will not take any commission from your sales at the fair, you must arrange your own payment platform/card processing facilities.

Please be advised that the decision of the Selection Panel is final and unsuccessful applicants will have no right to make a claim against the Organiser (or its directors, officers or employees) in respect of the Selection Panel’s decision. By submitting this form you agree to StART’s terms and conditions which are contained in this document. Please sign below to confirm your acceptance of these terms and conditions.

Name: (please print)

Signature: Date:

*For official use only*

Date Received:

**Confirmation of Participation in StART**

The Organiser hereby confirms your participation.

Signature: Date:

Authorised Signatory

StART (2013) Limited

Please retain a copy of this form for your files.

**StART exhibitors’ package includes:**

* C.3.0-3.5 m high perimeter walls, painted white
* Museum-quality lighting provided by Saatchi Gallery
* Stand signage
* Exhibitor Wi-Fi
* Double page catalogue entry with full colour images
* 1 x Complimentary copy of StART catalogue
* Presence on StART website
* 30x VIP cards/invitations

**Optional extras:**

* Additional specialist lighting can be supplied at additional cost, please contact us with your request.

**Application Requirements for Exhibitors:**

* StART is committed to emerging artists and/or new art scenes
* Individual artists may apply as well as those with a gallery
* Galleries may apply and present a single or multiple artists
* All exhibitors must apply with a stand proposal

**Application Terms:**

* Incomplete applications will not be reviewed by the Selection Panel
* All applicants will be notified, by email, with regard to the outcome of their submissions
* Decisions on acceptance are made exclusively by StART’s Selection Panel
* Exhibitors must note that due to venue restrictions all shipping must be directed through to our nominated centralised shipper for consolidated delivery to the exhibitors’ booth. Additional costs will apply. Further details will be outlined in the Exhibitor Manual.

**IMPORTANT Notices:**

* Press, PR and SM relating to Saatchi Gallery- Any mention of Saatchi Gallery on Social Media or in any Press Release must be approved by Saatchi Gallery in advance, please send any and all materials in advance to StART who will endeavour to gain approval on your behalf. Failure to do so may result in a fine imposed by and payable to Saatchi Gallery.
* **No dark liquids including coffee are permitted in Saatchi Gallery** (except designated lounge/café area during operating hours) any exhibitor causing damage to the gallery walls, flooring etc will be charged.
* Should 2023 be subject to any COVID-19 restrictions these will be strictly enforced, any exhibitor or visitor refusing to comply will be ejected. Should you have an exemption for any reason please inform the StART team in advance and provide documentation in advance of the fair.
* PAT testing- all electrical equipment must comply with UK standards and proper documentation must be provided in advance of the fair, all equipment must be clearly labelled with an in-date certification sticker.
* Rubbish- at the end of each day please leave any rubbish in a closed black bin bag, do not dispose of liquids in bags or other recepticals as this may damage the floor and lead to a charge for cleaning or resurfacing of flooring.
* Vinyls and other materials may not be affixed to the walls/floors or installed without prior written permission.
* Exhibitors are required to ship their artworks via StART’s designated shipping partner, this is due to Saatchi Gallery and Cadogan estate restrictions
	+ Self-delivery- a very few self delivery slots are available and are allocated on a first-come first served basis based on locality of exhibitor and fragility of works. Exhibitors must use our shipping partner in order to facilitate swift and smooth install and de-install.
* Artworks Packaging- please ensure you arrange to have your materials stored off-site during the fair any materials left after install will be disposed of and a charge applied. Alternatively please make arrangements in advance with our shipping partner to store and return your materials for de-intall.
* No later than 6 weeks ahead of the fair all exhibitors must submit a list of artworks with images that will be included in the catalogue and exhibited at the fair. Unapproved artworks may not be exhibited.
* StART Organiser’s office- May not be used to store any artworks or exhibitors personal belongings. The office may not be used by any exhibitor and is strictly off limits during the opening days of the fair.
* No additional furniture may be installed.

**Application Checklist:**

[ ]  Signed and completed application form

[ ]  Short profile of the artist(s)/gallery (max. 200 words)

[ ]  Short description of the planned booth presentation and featured artist(s) (max. 500 words)

[ ]  List of artists & price points

[ ]  CVs or Biographies of proposed artist(s)

[ ]  5-10 jpegs (max 1MB per image) of artworks from proposed artists. All images files should be labelled as follows: Gallery\_Artist\_Title Of Artwork, Year.jpg. All images should be sent via WeTransfer, dropbox or Google Drive and must 300dpi.

TERMS & CONDITIONS OF PARTICIPATION IN StART 2022

1. DEFINITIONS

1.1 The defined expressions contained in these Terms and Conditions shall have the meanings set out below:

“Application Form” means the form overleaf;

“Art Fair” means the “StART Art Fair at Saatchi Gallery”;

“Exhibitor Manual” means the handbook to be produced by the Organiser containing such regulations as the Organiser may deem reasonable relating to the Art Fair, the Venue and the Exhibitor’s attendance and conduct at the Art Fair;

“Fee” means the booth fee for the Art Fair to be paid by the Exhibitor to the Organiser for the Space as set out in the Application Form;

“Given Date(s)” means the date(s) for payment in the respective instalments outlined within the Application Form;

“Organiser” means StART (2013) Limited and its successors, licensees and assigns;

“Space” means the area of the floor space at the Art Fair licensed by the Organiser to the Exhibitor.

“Selection Panel” means the selection panel for the Art Fair made up of representatives from the art world;

“Stand” means any structure, platform or other erection located in the Space for the Exhibitor’s purpose at the Art Fair;

“Terms” means these terms and conditions together with the contents of the Exhibitor Manual;

“Warehouse” means the warehouse / clearing facility in London designated by the Organiser; and

“Venue” means the venue where the Art Fair takes place, being Saatchi Gallery in London.

2. AGREEMENT

2.1 These Terms shall govern the provision of the Space by the Organiser to the Exhibitor to the exclusion of any other terms and conditions.

2.2 A binding contract shall come into existence between the Exhibitor and the Organiser only if the Exhibitor is chosen by the Selection Panel and upon receipt by the Exhibitor of the Confirmation of Participation signed by the Organiser, as provided in the Application Form.

2.3 No changes to these Terms shall be valid unless in writing and signed on behalf of the authorised representatives of both the Exhibitor and the Organiser.

3. FEE

3.1 The Exhibitor shall pay the Fee on the Given Dates in accordance with the payment provisions set out in the Application Form.

3.2 If the Exhibitor uses the Venue’s technicians to install and/or remove the Exhibitor’s artworks, the Exhibitor shall pay an additional charge of £1,000 (inclusive of VAT) for the installation or the removal (as the case may be) of the artworks. Such additional charge shall be payable by the Exhibitor, upon presentation of the appropriate invoice. For the avoidance of doubt, however, the Exhibitor shall have the right to use its own service technicians to install and/or remove its artworks in which case such additional charge shall not apply. Also, if the Exhibitor requires furniture and/or lighting at its Stand in addition to the lighting and furniture referred to in the Exhibitor Manual, the Exhibitor shall pay for the use of such additional furniture and/or for any additional lighting, upon presentation of the appropriate invoice.

3.3 The Exhibitor shall, in addition to the Fee, promptly pay all charges relating to the Exhibitor’s participation in the Art Fair in accordance with the Exhibitor Manual or in respect of all goods and services supplied at the request of the Exhibitor.

3.4 The Fee is payable without any deduction, withholding or set-off whatsoever.

3.5 If the Fee, or any part of the Fee, is not paid when due or within ten (10) working days of the Given Date in accordance with the Application Form, then without prejudice to the Organiser’s other rights or remedies:

3.5.1 the Organiser reserves the right to revoke the Exhibitor’s Space without any refund of previous payments;

3.5.2 the Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4% above the base lending rate of Coutts & Co. from time to time, such interest to accrue on a daily basis from the date on which payment becomes overdue until the date the payment is made; and

3.5.3 the Exhibitor shall be liable for the Organiser’s incidental costs of collection and recovery of amounts due, including but not limited to all legal costs and disbursements on a full indemnity basis before and after commencement of legal proceedings, incurred by the Organiser in relation to the non-payment by the Exhibitor of the Fee (in whole or in part).

4. CANCELLATION

4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by registered post (if within the UK) or by international courier service (if outside the UK) (“Cancellation Notice”), cancel its booking and a cancellation fee shall be payable by the Exhibitor in accordance with Clause 4.2 (which shall not, for the avoidance of doubt, constitute a penalty).

4.2 Upon cancellation in accordance with Clause 4.1 the cancellation fee payable by the Exhibitor to the Organiser (“Cancellation Fee”) will be as follows:

**Cancellation Date**                                                                             **Cancellation Fee**

between 1st December 2022 and 5th February 2023 (inclusive):                 65% of the Fee; or

between 8th February 2023 and 30th April 2023 (inclusive):           100% of the Fee.

If the total amount of the Fee received by the Organiser from the Exhibitor on the Cancellation Date is less than the Cancellation Fee, the Exhibitor shall immediately pay the Organiser the balance due.

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4.3 Upon accepting the Cancellation Notice the Organiser may resell or reallocate the cancelled Space, without any obligation to refund any Fee or cancellation fee or account to the Exhibitor for income from reselling or reallocating the cancelled Space.

5. OCCUPATION OF SPACE

5.1 The Exhibitor shall occupy the whole of its allocated Space at the commencement of the Art Fair and for the entire duration of the opening hours of the Art Fair.

5.2 The Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it.

5.3 The Exhibitor shall occupy the Space as the Organiser’s licensee and shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space.

5.4 The Exhibitor’s Stand shall be constructed in accordance with the regulations set out in the Exhibitor Manual.

5.5 The location of the Space shall be provisional and subject to change prior to the Art Fair. The Organiser shall be entitled to relocate the Exhibitor’s Space at any time prior to the Art Fair.

5.6 The Exhibitor shall vacate the Space at the end of the period of the Art Fair or otherwise in accordance with the Organiser’s request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organiser and the Venue against any losses and/or costs incurred as a result of the Exhibitor’s failure to vacate.

6. EXHIBITOR’S OBLIGATIONS

6.1 The Exhibitor shall not supply from the Stand or elsewhere at the Art Fair any food or drinks or tobacco.

6.2 the Exhibitor shall only supply from the Stand or elsewhere at the Art Fair drink which shall be provided to it by an official sponsor of the Art Fair, unless otherwise specifically agreed by the Organiser.

6.3 At the Art Fair the Exhibitor shall only conduct its business from the Stand and may not display or distribute its promotional publications or articles of any kind other than from the Stand.

6.4 The Exhibitor shall observe and comply with the Exhibitor Manual at all times.

6.5 The Exhibitor shall not display its branding (other than its name and logo, the size of which shall be advised by the Organiser and with prior written concent) or that of any third party on the Stand or anywhere else at the Venue without the prior written approval of the Organiser and the Venue. In addition the Exhibitor shall ensure that it does not infringe the rights of any third party in its activities being the subject of these Terms.

6.6 The Exhibitor acknowledges that all or some of its artworks exhibited at the Art Fair (the “Artworks”) are to be included in a book and/or catalogue to be published in conjunction with the Art Fair as well as on any smart phone application and on the official website to be developed for the Art Fair (collectively the “Publications”). The Exhibitor irrevocably grants to the Organiser the right (but not the obligation) throughout all territories of the world for the entire period of copyright of the Publications (including all renewals and extensions thereof) and thereafter, as far as possible, in perpetuity, to use the Artworks in the Publications and to distribute, exhibit, advertise, publicise and exploit the Publications by all means and in all media now known or hereinafter devised. The Exhibitor hereby warrants that it has all right and authority to grant the rights referred to in this Clause 6.6.

6.7 The Exhibitor shall be responsible for: i) transporting its Artworks to the Warehouse (in sufficient time to enable the Organiser to transport them to the Venue prior to commencement of the Art Fair); ii) customs clearance of the Artworks, if applicable; iii) un-packing and storing the Artworks before the Art Fair (upon their arrival at the Venue); iv) re-packing and storing the Artworks after the conclusion of the Art Fair (prior to their return to the Warehouse); v) the storage of all packing cases for the Artworks during the Art Fair; vi) the installation and de-installation of Artworks at the Exhibitor’s booth; vii) collecting its Artworks from the Warehouse after conclusion of the Art Fair; and, in each case, for all costs associated therewith. For the avoidance of doubt the Organiser and/or the Venue shall have no liability to pay any costs in relation to the foregoing.

6.8 If so required by the Organiser, a representative of the Exhibitor shall attend the Preview Day and other Art Fair-related events during the period of the Art Fair, at the Exhibitor’s expense.

6.9 The Exhibitor shall indemnify the Organiser and/or the Venue and hold the Organiser and/or the Venue harmless against all loss, damages, claims and costs resulting from the Exhibitor’s use of the Space and the acts and omissions committed by the Exhibitor and its employees, agents, contractors and invitees.

7. ATTENDANCE

7.1 The Exhibitor acknowledges that the Organiser and/or the Venue shall not be held responsible for the failure of all or any other contracted exhibitors or sponsors to attend the Art Fair or the failure of any number of attendees to attend the Art Fair for any reason.

7.2 The Exhibitor’s attendance at the Art Fair shall not be conditional on the attendance of any other exhibitor or sponsor at the Art Fair.

8. LIABILITY AND INSURANCE

8.1 The Organiser and/or the Venue shall not be responsible for:-

8.1.1 the theft, damage and safety of any goods, decorations and other items (including, for the avoidance of doubt, the Artworks) whilst in transit to the Venue or brought into the Venue by the Exhibitor, its agents, employees, sub-contractors, the Organiser or the Venue; or

8.1.2 the supply to the Exhibitor of any goods or services by any third parties at the Art Fair, including the operator arid owner of the Venue, designated contractors arid the Organiser’s contractors; or

8.1.3 any delay or damage or loss caused by any act of God, terrorist activity, political unrest, Government restrictions or other event, fact or circumstance beyond the Organiser’s reasonable control.

8.2 Subject to Clause 8.3, the Organiser and the Venue’s liability shall be limited as follows:-

8.2.1 the Organiser and the Venue’s maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and

8.2.2 the Organiser and/or the Venue shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

8.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organiser and/or the Venue for fraud or for death or personal injury caused by its negligence or for any other liability to the extent that the same may not be excluded or limited as a matter of law.

8.4 The Exhibitor shall take out and maintain insurance policies with a reputable and financially stable insurer in respect of all risks and for appropriate sums against which a prudent exhibitor would insure and, in particular, but without prejudice to the generality of the foregoing against loss, theft or damage to the Artworks whilst at the Warehouse and/or the Venue and whilst in transit to and from the Warehouse and/or the Venue. If so requested by the Organiser the Exhibitor shall produce to the Organiser details of such policies and sufficient evidence that they will be in force for such period as is required to provide the abovementioned insurance coverage.

8.5 The insurance policies referred to at Clause 8.4 shall not entitle the insurers to exercise any subrogation rights against the Organiser and/or the Venue. Without prejudice to the foregoing provisions in this Clause 8, in the event of the Organiser and/or the Venue having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or the relevant parties relating to the subject matter or event from which the Organiser and/or the Venue’s liability arises and the claimant’s claim against the Organiser and/or the Venue is limited to the extent that the money paid and/or payable by the insurer under such insurance policies is not sufficient to reasonably compensate the claimant.

9. TERMINATION

9.1 The Organiser may terminate its agreement with the Exhibitor forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Art Fair, if the Exhibitor:-

9.1.1 commits a material or persistent breach(es) of any of these Terms and, having received from the Organiser a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);

9.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or

9.1.3 ceases, or threatens to cease, to carry on business; and

9.1.4 in the course of preparation for the Art Fair or during the Art Fair, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to infringe the rights of any third party.

9.2 In the event that the Organiser exercises its right to terminate this agreement, the licence by the Exhibitor over the Space will immediately cease and the Exhibitor shall pay to the Organiser liquidated damages (which shall not, for the avoidance of doubt, constitute a penalty) as follows:

**Date of Termination Liquidated Damages**

between 1st December 2021 and 5th February 2022 (inclusive):                 65% of the Fee; or

between 8th February 2022 and 30th April 2022 (inclusive):           100% of the Fee.

If the total amount of the Fee received by the Organiser from the Exhibitor on the Cancellation Date is less than the Liquidated Damages, the Exhibitor shall immediately pay the Organiser the balance due.

9.3 Failure by the Exhibitor to pay the Fee, in whole or in part, in accordance with the Given Dates shall constitute a material breach entitling the Organiser to terminate this agreement in accordance with its Terms in the event that the Exhibitor fails to remedy said breach pursuant to Clause 9.1.1.

9.4 The Organiser and/or the Venue shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organiser and/or the Venue considers such removal or exclusion to be in the interests of the Art Fair, the Venue or the other exhibitors or visitors at the Art Fair. In such event, the Fee shall be forfeited to the Organiser as liquidated damages (which shall not, for the avoidance of doubt, constitute a penalty).

10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Art Fair and the Exhibitor’s attendance at the Art Fair, including without limitation, all health and safety regulations, the rules and regulations set out in the Exhibitor Manual and any additional rules imposed by the operator or owner of the Venue or the government from time to time.

10.2 No highly flammable materials, explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Art Fair by or on behalf of the Exhibitor.

11. LAW AND JURISDICTION

11.1 These Terms shall be governed in all respects by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deliberate any disputes between the parties.

12. NOTICES

12.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or email (with confirmation of receipt) to the address as specified overleaf for each party or to such other address as either party may notify for such purpose.

12.2 Subject to Clause 4, notices shall be deemed served in accordance with the following:

12.2.1 if sent by first class post to an address within the UK two working days after posting and if sent elsewhere by airmail, seven working days after posting;

12.2.2 if sent by courier, on confirmed delivery; or

12.2.3 if sent by email, on confirmation of receipt.

13. GENERAL

13.1 The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such form or right and shall in no way affect that party’s right later to enforce or exercise the term or right.

13.2 The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

13.3 These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party’s only remedy shall be for breach of contract as provided in these Terms.

13.4 Nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise.