

TERMS AND CONDITIONS OF PARTICIPATION

PECKHAM INTERNATIONAL ART FAIR

1 DEFINITIONS

1.1 In these Terms and Conditions, the following words will have the following meanings: "Stand Rental Agreement " refers to the Stand Selection and Registration form, together with the Terms and Conditions set forth herein; "Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown on the Stand Rental Agreement; "Exhibitor" means the company, person, organization or other entity identified on Stand Rental Agreement as the party making the registration for Space at the fair; "Exhibitor Manual" means the handbook produced by the Organiser containing such regulations as may deem reasonable to the Organiser relating to the fair, the Venue and the Exhibitor's attendance and conduct at the fair; "Organiser" means Peckham International Art Fair Ltd. and its successors and assigns; "Space" means the area of the floor space at the fair licensed by the Organiser to the Exhibitor; "Stand" means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition; "Terms" means these terms and conditions together with the contents of the Exhibitor Manual; and "Venue" means the events location where the fair takes place;

1.2 References to Clauses shall be to clauses of these Terms.

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 is formed between the Exhibitor and the Organiser immediately upon the Organiser's written acceptance of the Stand Rental Agreement. 2.3 Except as otherwise stated herein, these Terms shall not be modified unless in writing signed by the party to be bound.

3 FEE

3.1 The Exhibitor shall promptly pay the Fee as shown on the Exhibitor Registration Form.

3.2 The Exhibitor shall in addition to the Fee promptly pay any additional charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibitor Manual or in respect of all goods and services supplied at the request of the Exhibitor.

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

3.4 If the Fee is not paid when due in accordance with the Exhibitor Registration Form, then without prejudice to the Organiser's other rights or remedies:

3.4.1 The Exhibitors contract may be deemed null and void

3.4.2 Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 5%, such interest to accrue daily from the date on which payment becomes overdue until the date the payment is made; and

3.4.3 Exhibitor shall be liable for the Organiser's reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorney's fees and disbursements basis before and after commencement of legal proceedings.

4 CANCELLATION AND REDUCTION OF SPACE

4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery to the Organiser ("the Cancellation Notice"), cancel its booking and reduce the Fee in accordance with the schedule set forth in Clause 4.4. below. The parties agree that Organiser is irreparably harmed by cancellations and may incur printer's fees, problems with catalogues, loss of revenue, mitigation costs and loss of prestige by cancellations. Exhibitor acknowledges that Organiser "curates" the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor's experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 4.4 is a reasonable measure of such damages and is fair.

4.2 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by email correspondences, apply to reduce the size of the Space. The Organiser shall, in its sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice.

4.3 In the event that the Organiser accepts the Reduction Notice, the booking of such Space the subject of the Reduction Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

4.4 Upon cancellation in accordance with Clause 4.1 or reduction of the Space in accordance with Clause 4.2, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

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Cancellation Date	Cancellation Fee
Up to and 1 month prior to the fair	50% of the fee
2 weeks prior to the fair	100% of the fee

4.5 Upon accepting the Cancellation Notice or Reduction Notice, the Organiser may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

5 OCCUPATION OF SPACE

Exhibitor shall occupy the whole of its allocated Space at the commencement of the fair and for the entire duration of the opening hours of the fair (including press and private viewings). No Exhibitor may share or sublet a stand either partially or entirely without written permission of the Organize. Decisions regarding the approval of shared Stand rest solely with the Organiser. Exhibitors sharing booths will be joint and severally liable to Peckham International Art Fair Ltd. The Exhibitor shall occupy the Space as Organiser's licensee, shall obtain no right of exclusive possession or occupation, and shall obtain proprietary interest in the Space. The Exhibitor's Stand shall be constructed in accordance with regulations set out in the Exhibitor Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of Stand construction. The location of the Space shall be provisional and subject to change prior to the Exhibition. The Organiser shall be entitled to relocate the Exhibitor's Space at any time prior to the fair and, if necessary, reduce the Space allocated provided that a pro-rata reduction of the Fee is granted to the Exhibitor pro rata to the reduction of the Space. The Exhibitor shall vacate the Space at the end of the period of the 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 against any losses costs incurred as a result of the Exhibitor's failure to vacate.

5.1 The Exhibitor, its employees, servants and agents and any persons authorised by the Exhibitor shall have permission to enter onto and use those parts of the premises as detailed in this Agreement solely for the Permitted Purposes and for the Licence period and at the expiry of which the Exhibitor shall completely vacate the premises.

6 EXHIBITOR'S OBLIGATIONS

The Exhibitor shall not supply from the Stand or elsewhere at the fair any food, drink or tobacco. At the fair the Exhibitor shall only conduct its business from the Stand and may not display or distribute its promotional publication or article of any kind other than from the Stand. The Exhibitor shall observe and comply with the Exhibitor Manual at all times. The Exhibitor shall indemnify the Organiser and hold the Organiser harmless against all loss, damages, claims and costs, including reasonable attorney's fees resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.

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6.1 Smoking inside any internal space is expressly forbidden and a designated outside smoking area will be agreed upon before the start of the hire period.

6.2 The hirer shall be liable for and shall indemnify Peckham International Art Fair Ltd. against any expenses, liabilities, losses, claims or proceedings under any statute or common law in respect of personal injury to or the death of any person howsoever arising out of or in the course of or caused but the carrying out of its operations at the property except to the extent that the same is due to any act or neglect of Peckham International Art Fair Ltd. or any person for whom Peckham International Art Fair Ltd. is responsible.

7 LIABILITY AND INSURANCE

7.1 Subject to Clause 7.3, the Organiser shall not be responsible for:

7.1.1 The theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

7.1.2 The supply to the Exhibitor of any goods or services any third parties at the fair, including the operator and owner of the Venue, designated contractors and the Organiser's contractors.

7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3. The Organiser's liability shall be limited as follows:

7.2.1 The Organiser'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

7.2.2 The Organiser 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.

7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organiser in a manner contrary to law.

7.4 The Organiser shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest, riot or other event, fact or circumstance beyond the Organiser's reasonable control.

7.5 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser. Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organiser 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 all relevant parties relating to the subject matter or event from which the Organiser's liability arises and the claimant's claim against the Organiser 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.

- 7.6 The Exhibitor shall be liable for and shall indemnify Peckham International Art Fair Ltd. against any and all expenses, liabilities, losses, claims or proceedings in respect of any loss, injury, damage to any property real or personal insofar as such loss, injury, or damage arises out of or in the course of the carrying out of the Exhibitor's operations on the premises, except to the extent that the same is due to any act or neglect of Peckham International Art Fair Ltd., or their employees or agents.
- 7.7 Without prejudice to its obligations to indemnify Peckham International Art Fair Ltd. under paragraph 7.6 above, it is upon the Exhibitor's responsibility to take out and maintain insurance to cover the hire period.
- 7.8 The exhibitor authorizes and agrees in connection with handling and storage of any work of art vetted off the fair. Relative to inbound shipments, consistent with trade show industry practices, there may be a lapse of time between the delivery of Exhibitor shipment(s) to the booth and the arrival of the Exhibitor or his representative. During such time the shipment will be left unattended in the Exhibitor's booth. PIAF (Peckham International Art Fair) will not be responsible for loss, damage, theft or disappearance of Exhibitor's materials after the same has been delivered to show site. PIAF (Peckham International Art Fair) highly recommends Exhibitor's staff to be in attendance for art left in the Exhibitor's booth in the Exhibitor's absence prior to or during setup.
- 7.9 Relative to outgoing shipments after the show, consistent with trade show industry practices, the Exhibitor recognizes that there may be a lapse of time between the Exhibitor's completion of packing and the actual pickup of the Exhibitor's shipment from the Exhibitor's booth for loading by a carrier. During such time, the Exhibitor's shipment will be left unattended in the Exhibitor's booth. The Exhibitor agrees that PIAF (Peckham International Art Fair) shall not be responsible for any loss or damage during such period. The Exhibitor understands that PIAF (Peckham International Art Fair) recommends that Exhibitors physically stay with their shipments until removal by their carrier and/or employ a private security service to remain with such shipment(s) on the Exhibitor's behalf.
- 7.10 Absent the physical presence of the Exhibitor or a designer at the time of removal of Exhibitor's shipment by a carrier, the Exhibitor authorizes PIAF (Peckham International Art Fair) to adjust the quantities of items on any bill of lading left with PIAF (Peckham International Art Fair) to conform to the actual count of such items in the booth at the time of pick-up.
- 7.11 In order to expedite removal of materials, PIAF (Peckham International Art Fair) shall have authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is

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made, materials will be sent to a third party warehouse at Exhibitor's expense, awaiting Exhibitor's shipping instructions. All charges must be paid before release of goods.

8 TERMINATION

8.1 The Organiser may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the fair, if the Exhibitor:

8.1.1 Commits a material or persistent breach(es) of any 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);

8.1.2 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

8.1.3 Ceases, or threatens to cease, to carry on business; and

8.1.4 In the course of preparation for the fair or during the fair, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.

8.2 In the event that the Organiser exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

Cancellation Date	Cancellation Fee
Up to and 1 month prior to the fair	50% of the fee
2 weeks prior to the fair	100% of the fee

8.3 The Organiser shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organiser considers such removal or exclusion to be in the interests of the fair, the Venue or the other exhibitors or visitors at the fair. In such event, the Fee shall be forfeited to the Organiser as liquidated damages (and not as penalty).

9 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Stand and the Exhibitor's attendance at the fair, including without limitation, all local laws and fire and safety

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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.

9.2 All materials used for building, decorating and covering the Stand or forming part of the Stand must be inflammable.

9.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the fair by or on behalf of the Exhibitor.

10 LAW AND JURISDICTION

10.1 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 settle any disputes between the parties.

11 NOTICES

11.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by registered mail, airmail, courier, email or fax to the address as specified in the Stand Rental Agreement for each party or to such other address as either party may notify for such purpose.

11.2 Subject to Clause 4, notices shall be deemed served in accordance with the following;

11.2.1 If sent by registered mail to an address within the UK, three working days after posting and if sent elsewhere, seven working days after posting;

11.2.2 If sent by courier or overnight mail, on confirmed delivery; or

11.2.3 If sent by fax, on confirmation of transmission.

11.2.4 Service of process. In the event of a legal dispute, the parties consent to accept service of process by overnight mail service such as FEDEX and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered.

12 USE OF PR IMAGES

12.1 Any artwork images submitted by the Exhibitor to the Organiser may be used as part of the publicity for future Organiser events. Both the artist and the Exhibitor will be credited where possible.

12.2 The Exhibitor is responsible to certify that the artist has authorised the use of his/her artwork images before submitting to the Organiser.

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13 GENERAL

- 13.1 Unless certain parking on site is specifically allowed, the Exhibitor will not be allowed free parking and normal parking charges will apply. The Exhibitor is allowed to deliver and collect items to designated areas/unit with a 15 minute drop off without charge.
- 13.2 Any rubbish arising during the hire period will be removed by the hirer at their own cost. Bins are available for rent from Copeland Park.
- 13.3 If Peckham International Art Fair Ltd. finds that the Exhibitor causes large scale disruption or there are health and safety concerns to public, tenants or staff of Copeland Park, the letting can be controlled, reduced or stopped within reason.
- 13.4 Electricity and power supply is not included in the hire charge for the period of the hire.
- 13.5 The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.
- 13.6 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.
- 13.7 These Terms constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, 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 remedies shall be for breach of contract as provided in the these Terms.
- 13.8 Subject to the definition of "Organiser" pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit to enforce any of the Terms whether pursuant to any statute or otherwise.
- 13.9 This Agreement constitutes an entire agreement between the parties and may not be modified, changed, or terminated except in writing. If any provision of this Agreement is adjudged to be void or unenforceable, the same shall not affect the validity of this Agreement or of any other provision hereof.
- 13.10 Notwithstanding any other provision of this Agreement nothing in this Agreement or these conditions confers or purports to confer any rights on any person who is not a party to it.
- 13.11 The Exhibitor shall not be entitled to assign this Agreement to any other person, Exhibitor or organisation.