



Rochester Art Fair 2024 Terms & Conditions

Friday 4th - Sunday 6th October 2024

1.0 Definitions used in the Terms & Conditions

Please read the definitions which will be used in the following document.

- **Artwork:** Any art provided by the Exhibitor to be displayed and sold at the Fair.
- **Content:** Any photographs or text provided by the Exhibitor to Rochester Art Fair.
- **Contract:** Any contract between the Organiser and the Exhibitor for the allocation of Stand Space incorporating the 'Exhibitor Terms and Conditions'.
- **Customer:** Any person visiting the Fair and buying artwork from the Exhibitor.
- **Deposit:** The initial amount paid to the Organiser by the Exhibitor for the rent of the Stand Space.
- **Balance:** Any remaining balance payable for the rent of the Stand Space.
- **Exhibitor:** The artist or artists having been allocated stand space at the Fair.
- **Fair:** Rochester Art Fair 2024
- **Organiser:** Ewa Page and the supporting staff on behalf of Rochester Art Fair.
- **Stand Space:** The area of the Fair allocated to the exhibitor as outlined in the Stand Prices & Availability.
- **Venue:** Rochester Corn Exchange, Northgate, Rochester, Kent ME1 1LS.

2.0 Exhibitor Guidelines

2.1) All Exhibitor Guidelines must be adhered to including set up times, opening times and take down times as outlined below. It will not be possible for Exhibitors to remove Artwork from their Stand Space prior to the Fair closure.

2.2) Setup times: all exhibitors must be available for stand setup on Friday 4th October from 9am until 4pm.

2.3) Opening times: All stands must be staffed by the Exhibitor or the Exhibitor's representative at all times when the Fair is open, this includes Friday 4th October 5-9pm, Saturday 5th October 10-6pm and Sunday 6th October 10-5pm. Exhibitors or exhibitors' representatives must be available to take payments at all times the Fair is open.

2.4) Take down: all exhibitors must be available for stand takedown on Sunday 6th October from 5pm.

2.5) The Organiser regrets that it will not be possible for children to be present in the Fair Venue during set up or take down (unless previously agreed with the Organiser).

2.6) All stands must be always safe and presentable. This includes keeping them clear of litter, tripping hazards and within the confines of the Stand Space as outlined in the Layout. The Organiser has the right to ask for the removal of any display outside of the Stand Space.

2.7) At the end of the Fair all Stand Space must be left tidy, clear of litter and with all screws removed. The Organiser reserves the right to charge the Exhibitor for any damage made to the Stand Space or the Venue.

2.8) Sub-letting: It is not possible to sub-let Stand Space unless the Exhibitor has prior agreement with the Organiser.

3.0 Stand Space Applications

3.1) The Organiser reserves the right to refuse any application for Stand Space.

3.2) Signing the ONLINE APPLICATION FORM constitutes acceptance of the TERMS AND CONDITIONS outlined in this document.

3.3) The Exhibitor will not be able to occupy the Stand Space if the balance payable to the Organiser has not been made by 31 August 2024.

3.4) If in the event the Organiser has to cancel the event due to COVID-19 – or any other pandemics see section 9.0.

4.0 Stand Space Cancellations

4.1) Stand Space Cancellation Policy

- 12 weeks or more before set-up day – 75% refund if stand space can be re-sold, less 10% admin. charge.

- 8-12 weeks before set-up day – 50% refund if stand space can be re-sold, less 10% admin. charge.

- 8 weeks less – No refund will be provided

4.2) Cancellation Policy if Stand Space cannot be resold If Stand Space cannot be re-sold the Exhibitor will not receive a refund.

5.0. Exhibitor Insurance

5.1) All Exhibitors must provide a copy of a valid Public Liability Insurance Policy to the cover value of £5m upon application or if their policy will have run out by the date of the fair a new policy certificate must be sent to the Organiser prior to the fair. This is a legal requirement of our venue.

5.2) It is recommended that all Exhibitors have their own product insurance including exhibitor insurance prior to the Fair.

5.3) The Exhibitor shall fully indemnify the Organiser against all claims, damages, losses and proceedings whatsoever made against or incurred by the Organiser as a result of the Exhibitor exhibiting at the Fair. Rochester Art Fair October 2024 - Terms & Conditions 3

6.0 Requirements for Exhibitor Eligibility & Artwork

- 6.1) The Exhibitor must be aged 18 years or over at the time of booking the Stand Space.
- 6.2) International exhibitors living outside of the UK are liable for meeting any custom charges, paying any necessary taxes and must comply with any relevant international legislation to display and sell their work in the UK. The Exhibitor is solely responsible for any costs and expenses relating to said legislation and taxes.
- 6.3) The Exhibitor must be the creator and sole owner of all artworks displayed and for sale on their Stand at Rochester Art Fair.
- 6.4) All artwork must be original artwork or Limited-Edition Prints.
- 6.5) Any necessary copyrights must be obtained and managed by the Exhibitor. The Exhibitor is solely responsible for costs and expenses relating to any third-party rights necessary to display or sell the Artwork.
- 6.6) If Artwork exhibited at the Fair is not a true representation of the Exhibitor's work, is defamatory or distasteful to a family audience, it will be removed by the Organiser.

7.0 Use of Exhibitor Content

By purchasing Stand Space to exhibit at the Fair, the Exhibitor grants the Organiser non-exclusive, royalty-free rights to access, view, use, reformat, display in public and distribute any content provided by the Exhibitor. This content will be used by the Organiser to promote the Fair in marketing, advertising material and all forms of social media.

8.0 Organiser Liability

- 8.1) The Organiser shall not be liable for any loss or damage (including consequential or indirect loss or damage arising from the Organiser's negligence) and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss or damage to the goods or property of the Exhibitor or any other person, or personal injury to the Exhibitor or any other person (but only so far as such injury is not covered by the Organiser's negligence.)
- 8.2) In the event that the premises where the Fair is due to be held shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of, but not exclusively: fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lock-out, labour dispute, picketing, embargo, injunction, riot or any other cause or agency over which the Organiser has no control, or should the Organiser decide that owing to any such causes of agency it is necessary or advisable to curtail, relocate or change the date of the Fair or reduce the planned period of preparation, display or dismantling, the Exhibitor waives any and all claims that they might have against the Organiser for refunds, loss, damages or expenses. Rochester Art Fair October 2024 - Terms & Conditions 4

9.0 Fees & Payments

- 9.1) The Exhibitor must pay the Organiser the amount outlined in the Stands Pricing & Availability document to secure rental of the Stand Space. Payments may be made in two instalments (each 50% of the total amount payable) at the Organiser's discretion. The Exhibitor is liable to pay any

outstanding balance for rental of the stand space in full by 31 August 2024 or they will not be able to occupy the space at the Fair.

9.2) The Organiser will not charge commission on Artwork sold at the Fair.

9.3) The Exhibitor is responsible for taking all payments for sale of their Artwork from Customers at the Fair. After taking any payments the Exhibitor must write a receipt and hand it to the purchaser to take to the Rochester Art Fair Support Team at the Packing Station to be logged. All purchases will be wrapped by the Support Team and marked as sold to ensure no artwork is removed from the premises without payment.