



Governing Terms and Conditions

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DEADLINE FOR APPLICATIONS: 24 September 2010 www.craftscouncil.org.uk

COLLECT: The International Art Fair for Contemporary Objects

Presented by the Crafts Council at the Saatchi Gallery, The Duke of York's HQ, Sloane Square, London, 6- 9 May 2011.

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 "Exhibitor" are references to persons who have applied to exhibit at the COLLECT exhibition ("the Event") organised by the Organiser. The Event shall take place at The Saatchi Gallery, The Duke of York's HQ, Sloane Square ("the Venue").

1. Governing Terms and Conditions

Participation by the Exhibitor in the Event is subject to the terms and conditions set out below. Exhibitors and represented artists are bound by these terms.

Subject to the Organiser's right to, at any time, issue other rules and regulations of participation to supplement these Terms and Conditions (which is reserved) these Terms and Conditions, along with the Application Promotional document the Exhibitors' Manual (copies of which will be supplied to the Exhibitor) form the entire agreement between the Exhibitor and the Organiser. All other terms, conditions and representations are excluded.

Any Exhibitor that does not comply with these Terms and Conditions is liable to be removed from the Venue. These and other Exhibitor responsibilities regarding logistics will be outlined in the Exhibitors' Manual which will include all details regarding stand furnishings.

2. Selection and Selection Criteria

Participation is in all cases subject to written acceptance by the Organiser through the Selection Panel appointed by the Organiser ("the Selection Panel"). Those eligible to apply are galleries, dealers or registered groups. An applicant proposes an artist or a list of

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artists which they wish to represent at the Event. Individual artists are eligible to apply for a stand in the Project Space only.

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

The Selection 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 Panel's requirements.

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.

The Selection Panel will also 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 Selection Panel/Organiser may re-allocate that space along with the right to participate in the event to an applicant on the reserve list.

Admission to the Event once or several times previously does not constitute a claim to or automatic admission to the Event or the same stand as previous Events.

3. Description of eligible work

The Event is for contemporary decorative arts: artists listed in the application must be working in the fields of basketry, bookbinding, ceramics, furniture, glass, jewellery, leather, lettering and calligraphy, metal, mixed media, textiles and wood although those working in other areas/ materials may be eligible at the discretion of the Selection Panel.

Applications will not be accepted for artists presenting painting, drawing, graphic design, print making (on paper) or photography.

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, artists must show (on demand) that the artwork produced within the workshop is under their immediate supervision where others are making all or part of the artwork.

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4. Works to be exhibited at the Event

COLLECT is an art fair for contemporary objects, and for this purpose 'contemporary' is defined as work that has been made in or after 2009. It is expected that 90% of work displayed on each stand will meet this description.

Artwork submitted to be exhibited in the Event must adhere to this specification in order to be considered for inclusion. In addition it is expected that the majority of work submitted for consideration by the panel will have been made specifically for the event as either a unique or marked limited edition piece. Any work that is produced as a batch or in significant quantities will be rejected.

The Organiser reserves the right to, at its absolute discretion, reduce the number of exhibited artworks if in the Organiser's opinion the proposed quantity or quality of artworks is inconsistent with the general presentation of the Event.

Exhibitors are expected to keep the display on their stand as comprehensive as possible within the display conditions set out above for each day of the Event and all stands must be open and professionally attended throughout the period of the Event.

5. Price of work and Sale of work

The average price range of objects for sale is approximately £1,500- £5,000 and it is expected that the price of an individual object will not be less than £500.

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

6. Displays at the Event

The Exhibitor shall only be entitled to display such goods and items as have been accepted by the Selection Panel and approved by the Organiser.

The Organiser reserves the right to remove any exhibits which have not been accepted by the Selection Panel. Exhibitors wishing to display artwork of a substantially different nature to that accepted by the Selection Panel must seek the permission of the Organiser in writing in advance.

Exhibitors must comply with professional standards regarding the display within a stand at the Event, including the standard of showcases, plinths, presentation of pieces to view and storage of stock, proper clear captioning/ cataloguing and may only display the appropriate number and quality of artworks not exceeding the amount outlined below.

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The Organiser has the right to require 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.

Exhibitors must not display goods of a flammable, noxious or obscene nature, and the Organiser will remove any such unsuitable material from the Event.

Any goods containing water or matter that could decompose may also be refused for display at the Event. Exhibitors will be bound to the Venue Terms and Conditions that will be printed in the Exhibitors Manual.

7. Display restrictions:

All items must be displayed inside the allocated Stand area unless this 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.

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

items placed outside the stand area that have not been pre agreed and paid for will incur a penalty charge of £500 per square metre occupied (with 50cm clearance for any free standing object)

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.

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. 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.

Exhibitors must not, under any circumstances whatsoever exhibit or fix work directly on the walls or flooring of the venue.

8. Stand allocation

All Stand space for the Event will be allocated at the discretion of the Organiser. The Organiser cannot guarantee the precise location of the Exhibitor's stand nor the exact number of metres, dimensions or walling indicated/ requested.

Special requests concerning location and space requirements will be considered whenever possible but cannot be made a condition of participation or relieve any Exhibitor from any payment obligation under these Terms and Conditions.

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Exhibitors may not sub-let or share space within the area allocated to them.

The Organiser reserves the right to move stands and reallocate space previously notified to Exhibitors. The Organiser reserves the right to alter the allocation of common space and to relocate the aisles, entrances and exits at any time.

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.

9. Stand Installation and Display material

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. Any display that is of a significantly different nature to a standard display provided by contractors appointed by the Organiser or is not deemed of a professional standard must be submitted for approval by the Organiser by the date set for stand orders to be submitted in the Exhibitor Manual.

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.

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.

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

Alteration to the stand panels can only be done with the approval of the Organiser. Painting/ construction work on stand is not permitted within the exhibition galleries at the Venue unless prior arrangements are made with the stand contractor.

Exhibitors must abide by all other conditions and instructions contained in the Exhibitors Manual and no part of an Exhibitor's stand or display may be attached to the Venue. Exhibitors will be liable for any damage they cause to the fabric contents or fixtures and fittings of or at the Venue and the Exhibitor agrees to indemnify and hold harmless the Organiser and the Venue in relation to any damage caused.

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Exhibitors may not move or install any lighting or electrical appliance without written approval of the Organiser. Any lighting or electrical appliance not supplied by the electrical contractor must be approved by the contractor before installation.

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.

10. Liability and Insurance

The Organiser cannot accept any liability to an Exhibitor for any losses or damage sustained by the Exhibitor arising directly or indirectly from participation, or non-participation, including but not limited to loss of profits, opportunity or other consequential losses.

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.

Neither the Organiser nor the Venue accept liability for loss or damage to Exhibitors' property, including exhibits, artwork or personal property either during the Event, or during setting-up or dismantling or transport to and from the Event. Each Exhibitor is responsible for taking out their own property damage and other insurance and Exhibitors are expected to ensure they are covered for all usual risks for the duration of the Event.

Each Exhibitor must also effect and maintain adequate public liability insurance covering injury to persons or property caused by the Stand contents, furnishings and exhibits. The Organiser may at any time require the Exhibitor to provide a copy of his/her insurance policy/ies.

11. Force Majeure

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, 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.

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

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12. Security

The Organiser will use reasonable endeavours to arrange a guard service for the Event, commencing from the first day of installation until the last day of dismantling but any security guards will not be responsible for the security of individual stands. The Exhibitor acknowledges that security risks cannot be eliminated by the security services provided by the Organiser.

13. VAT and Customs Clearance

Exhibitors from outside the European Union are responsible for the proper import of property for sale at the Event. Exhibitors are responsible for the handling of applicable VAT on purchases directly from their stand and for processing any applicable claim on export.

14. Payment

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 in the fee information communicated by the Organiser to the Exhibitor (the Promotional Document).

If offered space, exhibitors must confirm their acceptance with an immediate deposit of £1,500 for Regular stands or £500 for Project Space stands due by **1st November 2010**.

Payment of all fees must be received in full by **1st March 2011**. If payment is not made by the due date the Organiser reserves the right to re-allocate stands to applicants on the reserve list.

Payment types:

- Cheques: pounds sterling made payable to 'Crafts Council' (we can only accept cheques drawn on a UK bank – regrettably we are unable to accept Euro cheques)
- Credit cards: please email finance@craftscouncil.org.uk to arrange credit card payment
- Bank transfers: please quote COLLECT11 and your gallery name as reference
- Crafts Council bank details:
 - Royal Bank of Scotland, 40 Islington High Street, London N1 8XB
 - Account name: The Crafts Council
 - Account no: 10005396 Sort code: 16-00-58
 - Swift code: RBOSGB2L
 - IBAN: GB28 RBOS 1600 5810 0053 96

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15. Cancellation

Exhibitors withdrawing their participation in the Event after being accepted for inclusion are liable to pay an amount equal to 50% of the stand fee and catalogue fees (including the deposit) where such cancellation is communicated to the Organiser in writing at least 6 weeks in advance of the opening of the Event. Exhibitors who cancel within 6 weeks of the start of the Event are liable for the total amount of the Fees due.

16. Promotion and promotional materials

All Exhibitors should give full co-operation to the appointed publicity contractor or employees of the Crafts Council in attempting to achieve coverage and promotion for the Event. Guidelines for publicity will be distributed to Exhibitors by the Organiser.

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 this section: 'Materials' means any black and white prints and negatives, colour transparencies, colour prints, negatives and digital image files and all other promotional material of whatever nature supplied by the Exhibitor to the Organiser for promotional purposes.

The Exhibitor agrees as follows:

(a) 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.

(b) 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 (a).

The above licences include (i) permission to copy and hold any Materials in any medium including but not limited to the use of the Materials on the internet (ii) the inclusion of the Materials on the Organiser's electronic database(s) which may be available to the public (iii) the right to alter and/or crop any images in order to incorporate them into the overall design of publicity or other material.

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(c) 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.

The Exhibitor understands that (i) the Organiser does not accept any responsibility for the loss or damage of any or all of the Materials supplied and that all risks in the Materials shall be the responsibility of the Exhibitor who shall insure accordingly; and (ii) that the Organiser will agree 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.

17. Applicable Law

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

18. Changes

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