

**Deepbridge Chester Arts Fair at
Chester Racecourse Terms and
Conditions**

THE EXHIBITOR'S ATTENTION IS DRAWN TO THE LIMITATIONS OF LIABILITY SET OUT AT CONDITIONS 6 AND 13.

Please sign where indicated below to confirm your agreement to, and acceptance of, the Terms and Conditions, and return a copy to the Organiser by email to: info@blackmango.co.uk. Please note that by paying the Deposit you will be deemed to have agreed to and accepted the Terms and Conditions, regardless of whether or not you have signed below.

Payment can be made by: CHEQUE: made payable to 'Black mango Art' OR Bank Transfer: sort code [INSERT] Account number [INSERT].

I accept the terms set out in the Terms and Conditions:

Signed for and on behalf of the Exhibitor Print Date

1. Definitions

In these Terms and Conditions the following definitions apply:-

Application Fee: the fee set out in the Confirmation Email to the Exhibitor by the Organiser following receipt of the Application Form.

Application Form: the application form found at www.chesterartsfair.co.uk

Intellectual Property Rights: Patents, rights to inventions, copyright, and related rights, moral rights, trademarks and service marks, trade names and domain names, right sin get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and to be grant) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any parts of the World.

Exhibit: any article described by the Exhibitor and permitted by the Organiser to be exhibited.

Contract: The contract between the Organiser and the Exhibitor and these Terms and Conditions (with any modification as may be agreed in writing)

Confirmation Email: The email sent to the Exhibitor by the Organiser following receipt of the Application Form confirming details of the Exhibition and setting out payment terms.

Exhibition: Chester Arts Fair

Exhibitor: The person agreeing to take a stand at the Exhibition under the Exhibition Contract.

Organiser: Black Mango Art, office; Suite C, 2nd Floor, 9 Abbey Square, Chester, Cheshire, CH1 2HU.
Telephone 01244 952020

Venue: Chester Racecourse, Chester CH1 2LY

2. Application for Participation and Admission

- 2.1 The Exhibitor shall complete and return to the Organiser an Application Form completed in full. By completing the Application Form, the Exhibitor accepts these Terms and Conditions. These Terms and Conditions ensure the smooth running of the Exhibition, and the Organiser therefore asks that the Exhibitor reads these carefully.
- 2.2 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seems to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Exhibitor is responsible for ensuring the information set out in the Confirmation Email are complete and accurate.
- 2.4 An application to participate in the Exhibition shall only be deemed to be accepted when the Deposit is paid by the Exhibitor to the Organiser, or (if earlier) a signed copy of these Terms and Conditions, is received, at which point the Contract shall come into existence.
- 2.5 Acceptance into the Exhibition does not necessarily guarantee a stand at subsequent exhibitions. In addition, the Organiser is not obliged to send application forms for future events to the Exhibitor without being requested to do so, and is not obliged to notify the Exhibitor of the application deadlines or any changes in the deadlines.

3. Participation Fees and Payment Terms

- 3.1 The Exhibitor shall pay to the Organiser the Application Fee agreed, as set out in Confirmation Email.
- 3.2 If any additional services are agreed in advance of the Exhibition, any fees relating to such services shall be paid within 28 days of the Organiser raising an invoice.
- 3.3 Any Deposit required, as set out in the Confirmation Email, is non-refundable.
- 3.4 If any payments due hereunder are not received by the due date (or upon demand where no due date is provided for), the Organiser may, at its discretion:
 - (a) Exclude the Exhibitor from the Exhibition; or
 - (b) Terminate the contract; or
 - (c) Charge the Exhibitor interest at the rate of 4% over the base rate, from time to time, of National Westminster Bank plc in respect of the period from the due dates for payment thereof until receipt thereof by the Organiser.
- 3.5 The Organiser reserves the right to refuse the Exhibitor access to the Venue if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates set out in the Confirmation Email.

3.6 Any projecting or overhanging elements, pillars, installation connections and other permanent internal fittings in the stand space does not entitle the Exhibitor to any reduction in participation fees or other costs.

4. Exhibitor Cancellation

4.1 If the Exhibitor wishes to cancel prior to the Exhibition, it must do so in writing to the following email address: [INSERT EMAIL] and the terms set out in this Condition 3.5 shall apply.

4.2 If following cancellation by the Exhibitor the Organiser fails to re-allocate the stand, the Organiser shall be under no obligation to refund all or part of the Application Fee.

5. Promotion and Advertising

5.1 For marketing purposes, the Exhibitor will be required to submit:

- (a) An artist Profile (not to exceed 100 words); and
- (b) A Minimum of 5 digital images (.jpg or .gif) representing the style of work the Exhibitor intends to exhibit.

5.2 No representation by the Organiser regarding the anticipated levels of attendance by visitors and other Exhibitors at the Exhibition shall form a part of the Contract and whilst every effort is made to promote the Exhibition to ensure its success, no guarantees or warranties will be given.

5.3 The Exhibitor consents to its particulars (including, but not limited to, the use of relevant trademarks and/or logos) being included in promotional materials and advertising but the Organiser shall not be liable for any omissions, mistakes or other errors in such materials.

5.4 All advertising and promotional materials of the Exhibitor shall only describe the Exhibition by its official title or such other title as shall be notified by the Organiser, which may include a reference to any sponsor.

5.5 The Organiser reserves the right to refuse, amend, withdraw or otherwise deal with all advertisements submitted to them at their absolute discretion and without explanation.

5.6 The Organiser shall not be liable for any loss or damage consequential or otherwise occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever.

5.7 The Exhibitor will indemnify the Organiser against any damage and/or loss and/or expense which the Organiser may incur as a direct or indirect consequence of the Exhibitor's advertisement.

6. Organiser's Liability - THE EXHIBITOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

6.1 The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Application Fee paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever (including, without limitation in respect of any actions, claims, liabilities, damages, losses (including consequential losses), loss of sales, loss of opportunity, costs or expenses whatsoever which may be suffered or incurred by the Exhibitor whether directly or indirectly), as a result of any of the following events happening:

- (a) the Exhibition being abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any act of God, war, fire, flood emergency, drought, adverse weather, pandemic or epidemic, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lockout, civil disturbance, riot, accident, the non-availability of the Venue, or any other cause not within the Organiser's control;
- (b) poor attendance at the Exhibition by visitors and press.

If the Venue shall become unfit or unavailable or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, pandemic or epidemic, malicious damage, acts or threats of war or terrorism, acts of God, strikes, riots or any other cause the Organiser reserves the right (but shall not be obliged):

- (i) to change the location and/or date of the Exhibition;
 - (ii) to curtail the Exhibition;
 - (iii) to reduce the installation period, open period or dismantling period; or
 - (iv) to cancel the Exhibition.
- (c) In the circumstances specified in (a)6.1(a) above, the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.
 - (d) If the Exhibition is cancelled in accordance with paragraph 6.1(b) above, the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all Exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition, at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.
 - (e) In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition the Organiser will refund all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that they will have no further claim whatsoever against the Organiser in respect of such cancellation.

6.2 The Organiser shall be entitled to exercise all or any of the rights, powers or discretions conferred on it by these Terms and Conditions without assigning any reason and (unless otherwise provided) in such manner as, in the Organisers' view, is in the best interests of the Exhibition. In no circumstances shall the exercise by the Organisers of any of these rights, powers or discretions give rise to any claim against it.

6.3 In no circumstances will the Organisers accept, sign or otherwise assume responsibility for any goods or other material on behalf of an Exhibitor or for any removal/loss of any goods or materials.

7. Intellectual Property

7.1 The Organiser shall not be liable for any liability the Exhibitor may incur in respect of the infringement of any Intellectual Property Rights or any other protected rights, assets or interest arising out of its participation in the Exhibition. Exhibitors should seek appropriate advice as regards protection of their rights whether inside or outside the UK.

7.2 The Exhibitor shall not acquire or receive any right, or entitlement to or in connection with the Exhibition or its name or any logo or any other Intellectual Property Rights owned by the Organiser through exhibiting in the Exhibition or through the use of any such rights in advertising and promotional materials or otherwise and undertakes to the Organiser not to seek or claim any such right or entitlement.

8. No Subletting

8.1 The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, divide the stand allocated to them, permit the stand to be utilised by any other person or company, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organiser.

8.2 The Organiser reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company.

9. Stands and Allocation

9.1 The following is included in the price:

- (a) Fully erected stand partition walls;
- (b) Exhibitor name and stand number signage;
- (c) Floor covering;
- (d) Exhibitor Passes;
- (e) Inclusion in Fair Guide;
- (f) Exhibitor profile plus two to four images on www.chesterartsfair.co.uk;
- (g) Complimentary, Preview and VIP invitations;
- (h) Extensive marketing campaign;
- (i) PR/media campaign;
- (j) Secure storage facilities;

9.2 Other services can be arranged including, but not limited to; telephone, catering, additional walls, additional lighting, powerpoints, rental furniture, exhibition staff, all of which are subject to additional costs. To enquire about these services, contact Barbar Hedley at info@blackmango.co.uk.

9.3 Any request for a special stand location expressed in the application process will be considered. If a request is accepted, the Organiser will confirm this in writing to the Exhibitor.

9.4 The location and precise size of a stand will be decided by the Organiser.

9.5 Exhibitors who satisfy the highest standards in terms of their stature and importance, matched by the quality of their artwork will be given priority for the most prominent stands.

9.6 In allocating a stand, the Organiser will weigh the interests of the Exhibitor under review against the general interest of the Exhibition. Priority will be given to Exhibitors that enhance the stature of the Organiser and Exhibition. Such Exhibitors, presenting work of optimal quality will be included for the general interest of all participants.

9.7 Appeals relating to stand allocation must be made in writing and will be processed in a fair manner.

10. Exhibitor Obligations

- 10.1 The Exhibitor is obliged to provide all works exhibited with a brief description (artist, title, year, technique, number of copies and price). The declaration of prices may be replaced by a price list displayed on the stand. In the case of cast sculptures, numbering and name of caster must also be declared.
- 10.2 No Exhibitor may exhibit, sell or advertise any goods which are not its property or which it is not entitled to advertise, promote or sell.
- 10.3 All Exhibits displayed must be for sale. There are no upper limits on values of art works but the minimum value of works on sale is £40.
- 10.4 All Exhibits must be clearly priced and should include VAT where applicable. Prices should be displayed next to Exhibits.
- 10.5 The Exhibitor must ensure that there is consistency between the price of the Exhibits shown at the Exhibition and the prices shown in the Exhibitor's gallery or on its website.
- 10.6 No Exhibitor's work should be shown on more than two stands.
- 10.7 All Exhibitors should arrive within sufficient time to fully allow them to furnish their stand and to be ready to exhibit to the Public no later than the Friday of the Exhibition weekend at 3pm. Please note that there will be a drop off zone at the double doors at the Front of the County Stand, after which all vehicles must be moved to the public parking area.
- 10.8 The Organisers reserve the right to make appropriate changes to the floor layout at any time for operational purposes.
- 10.9 The maximum weight capacity for the hanging system is (10kg) but Exhibitors may be able to hang pieces of up to 20kg by using a reinforcement system. The cost of this per metre is £80 plus vat per metre. Please notify the Organiser in writing in advance of the Exhibition should this service be required.
- 10.10 Any complaints or queries the Exhibitor may have during the Exhibition should be brought to the attention of the Organiser at the time (i.e during the Exhibition) to allow the Organiser to find a solution.
- 10.11 The Exhibitor and all persons for whom it may be considered responsible in any way whatsoever, must conduct themselves in such a manner which shall not, in the view of the Organiser cause grievance, aggression, distress or disturbance to any other Exhibitor, any visitor or the Organiser.
- 10.12 The Exhibitor shall ensure that sound levels emitted from the stand shall not exceed those levels, which in the opinion of the Organiser would cause any disturbance to other Exhibitors. The Exhibitor must not cause loud noise or obstruction, which is in the view of the Organiser unnecessary or unacceptable.
- 10.13 The Exhibitor shall not do, cause, permit or suffer to be done anything, which may occasion damage, disfigurement or injury of any kind to the Venue or to the person or property of the Organiser, or any other Exhibitor or any visitor.
- 10.14 Any person who does not comply with the requirements of this paragraph shall be liable, at the discretion of the Organiser, to be removed from the Venue and refused re-admission during the period of the Exhibition without refund.

- 10.15 The Exhibitor is obliged to comply with instructions and rectify complaints made by the Organiser without delay. Should the exhibitor refuse, admission can be revoked and the stand closed with immediate effect (such a decision by the Organiser being final).
- 10.16 If doubts about the authenticity or condition of an Exhibit are voiced by a member of the Organiser, the object must be removed immediately from the Exhibition stand and held in the storage area for the duration of the Exhibition.
- 10.17 Non-compliance with an instruction of the Organiser is also grounds for exclusion from subsequent exhibitions.
- 10.18 The Organiser's decision is final in all cases and by signing the Terms and Conditions all Exhibitors acknowledge and agree to this fact.

11. After the Exhibition

- 11.1 It is essential that the stand is dismantled and the Venue cleared within the strict timetable imposed by the Organiser.
- 11.2 Exhibitors are responsible for the complete removal from the Venue of all exhibits, together with all waste and rubbish, in accordance with the directions of the Organiser. Should any Exhibitor fail to remove any of the foregoing within the time stipulated by the Organiser, then the Organiser shall be entitled but not obliged to remove and dispose of such materials without liability to the Exhibitor, who shall be liable for and indemnify the Organiser in respect of all liabilities, costs and expenses thereby suffered or incurred and the Exhibitor shall also indemnify the Organiser in respect of any claim or liability suffered or incurred by the Organiser for failure to give possession of all or any part of the Venue to the owner on the due date.
- 11.3 The Organiser reserves the right to specify the time at which individual Stands and exhibits shall be removed.
- 11.4 Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of exhibits, stands, furniture and all property of Exhibitors at all times including during the dismantling period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.
- 11.5 The Exhibitor is responsible for the cost of making good, restoring or renewing all damage or dilapidations to the stands or Venue or any part thereof, caused by the Exhibitor or any person employed or engaged on its behalf. The cost of making good will be assessed by the Organiser or the owner of the stand or Venue and charged to the Exhibitor by the Organiser. In their own interests Exhibitors should satisfy themselves as to the condition of their site, both before exhibition erection and after clearance.

12. Insurance and Risk

- 12.1 The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's Stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or during the construction and dismantling periods arising directly or

indirectly by the act, omission or neglect of the Exhibitor or from any exhibit, article or thing in the possession or use of or under the control of the Exhibitor.

- 12.2 The Exhibitor exhibits entirely at its own risk and responsibility. The Exhibitor is responsible for insuring their work and is required to hold public and products liability insurance to a minimum of £2 million. Exhibitors should also consider abandonment and cancellation insurance in case the Exhibition is cancelled or the Exhibitor needs to withdraw from the Exhibition. (Insurance can be obtained via the Visual Artists Association www.visual-artists.org)
- 12.3 The Organiser will take such precautions as it may consider appropriate for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any stand, Exhibit, materials or other property of any Exhibitor or any other person under any circumstances.

13. EXHIBITOR'S LIABILITY - THE EXHIBITOR'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 13.1 All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items, including where left in the secure storage facility, however caused.
- 13.2 The Exhibitor shall indemnify and keep indemnified the Organiser from and against all actions, expenses, loss, damages, costs, charges or claims (including contingent or consequential loss of profit) which the Organiser or any of its contractors may become liable for in consequence of damage or injury to any person or property occasioned by or arising out of:
- (a) any breach by the Exhibitor of any of the terms and conditions of the Agreement; or
 - (b) any loss suffered by the Organiser as a result of the act, default or negligence of the Exhibitor or any of its agents, sub- contractors, invitees, employees or any other person or persons under its direction or any contractor engaged by the Exhibitor; or
 - (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the terms and conditions of the Agreement.
- 13.3 The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the Exhibit and anything done on or from the stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, agent or invitee of the Exhibitor or visitor to the Stand or by any exhibit or machinery or other item belonging to or introduced by any such person.

14. Exclusion from Exhibition and Termination of Contract

- 14.1 Without prejudice to any other rights, the Organiser may terminate the Agreement by providing notice in writing.
- 14.2 Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the Exhibition pursuant to any provision of these Terms and Conditions or upon termination of the Contract howsoever arising and including:

- (a) if the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within 14 days of the due dates (whether formally demanded or not). All contracts signed less than 2 months before the show date must be paid immediately.
- (b) if the Exhibitor fails to observe and fulfil any of the terms of the Agreement either prior to the event, setting up at the event or exhibiting at the event;

the Organiser shall:

- (i) at the Exhibitor's risk and expense be entitled to break open any locks, doors, night sheets, or other protective structure on the Exhibitor's Exhibit or any containers and to dismantle the Exhibit and to remove and take possession of (and if the Organiser thinks fit to place in store) any exhibits or other goods (including any stand fitting) belonging to the Exhibitor; and
- (ii) to enter into a contract with some other person to occupy the stand;
- (c) the Exhibitor shall refund the Organiser any expenses (including storage charges) which the Organiser may have suffered or incurred as a result of such exclusions or termination, and the Organiser shall have a lien on all exhibits or other goods taken into its possession for all charges and other sums due to it from the Exhibitor, including any such expenses and the costs of enforcing the Organiser's rights hereunder;
- (d) the Exhibitor shall indemnify the Organiser against all claims that may be made against the Organiser by any third party which arise as a result of the Organiser exercising its power under this paragraph;
- (e) the Organiser shall not incur any liability to the Exhibitor by reason of terminating its Contract or excluding the Exhibitor (as the case may be) or of the exercise by the Organiser of any of its powers under this paragraph nor shall the Organiser be liable to the Exhibitor for any loss or damage to any stand, exhibits or goods howsoever caused;
- (f) the Exhibitor shall not be entitled to any refund of the Application Fee or for expenditure incurred for stand construction or materials or for Exhibits or otherwise in connection with the Exhibition and any balance due will be payable by the Exhibitor as if the Exhibitor had occupied the Stand throughout the Exhibition; and
- (g) In the event that the Organiser shall exercise its right to take a lien under sub-clause (b) above, and in the event that the lien shall remain unsatisfied either in part or in full for a period of 28 days from the date of exercising the same, then the Organiser shall have the right without further notice to sell any exhibits or other goods so taken into its possession and may retain any proceeds of sale in satisfaction or part satisfaction of all sums due. The Organiser shall take reasonable steps to obtain the best price possible without imposing any obligation on the Organiser to sell the exhibits and other goods so taken into its possession by public auction.

14.3 Any termination of the Contract by the Organiser (whether pursuant to this paragraph or otherwise) shall be without prejudice to the accrued rights and entitlements of the Organiser in respect of any antecedent breach or unfulfilled obligation of the Exhibitor.

14.4 Any exercise of the Organiser of any right conferred on it hereunder (or otherwise arising) to exclude the Exhibitor from the Exhibition shall not affect the validity of the Contract or the rights and entitlements of the Organiser there under and the Contract shall continue in full force and effect notwithstanding such exclusion of the Exhibitor.

14.5 Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

15. Notices

15.1 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address or email address set out in the Application Form.
- (d) shall be:
 - (i) delivered by hand; or
 - (ii) sent by pre-paid first class post or other next working day delivery service providing proof of postage;
- (e) unless proven otherwise is deemed received as set out in 15.2 if prepared and sent in accordance with this clause.

15.2 This clause sets out, for each delivery method, the date and time when the notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first class post or next working day delivery service providing proof of postage, at 9.00am on the second Business Day after posting;
- (c) if sent by email at the time of transmission.

16. Invalidity and Governing Law

16.1 If any provision or part thereof of the Contract or these Terms and Conditions shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such validity or unenforceability shall in no way impair or affect any other provision or part thereof all of which shall remain in full force and effect.

16.2 No statement, representation or warranty (whether express or implied) given or made by or on behalf of the Organiser shall form part of the Contract unless contained in these Terms and Conditions or agreed in writing. Any other terms or conditions sought to be relied upon by the Exhibitor are hereby expressly excluded.

16.3 The Contract, which includes these Terms and Conditions, shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.4 No failure or delay by any person in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.