

TERMS & CONDITIONS

Draw Art London Limited Terms and conditions

PLEASE READ THESE TERMS. YOUR PARTICULAR ATTENTION IS DRAWN TO PARAGRAPHS 9 AND 10 WHICH CONTAIN AN INDEMNITY AND LIMITATIONS UPON THE ORGANISER'S LIABILITY.

1. APPLICATION AND AGREEMENT

1.1 The completion, signing and returning to the Organiser of the DAFL Booking Form by the Exhibitor by the date specified therein or such later date as the Organiser may agree constitutes a binding contract on the terms of the DAFL Booking Form, these Terms and the Exhibitor Manual (the Contract).

1.2 The Applicant's participation in the Fair is in all cases subject to acceptance of its Application by the Organiser. The Organiser reserves its right to refuse any Application at its sole discretion. Notwithstanding the foregoing, paragraphs 1.2 to 1.8 (inclusive), 10.2, 10.3, 12, 15.8, 16 and 17 shall apply to an Unaccepted Applicant.

1.3. The Application Fee must be paid in respect of each Application at the time of such Application.

1.4 The Application Fee shall in all circumstances be non-refundable, but any Applicant may withdraw its Application prior to acceptance of it by the Organiser.

1.5 An Application Form is personal to the Applicant and may not be relied upon by any other person and the DAFL Booking Form is personal to the exhibitor entity or sole trader which has signed it and may not be relied upon by any other person.

1.6 In the event of a conflict between these Terms, any provision of the DAFL Booking Form and any provision of the Exhibitor Manual:

1.6.1 the provisions of the DAFL Booking Form shall prevail over these Terms and the Exhibitor Manual; and

1.6.2 the provisions of these Terms shall prevail over the Exhibitor Manual.

1.7 Without prejudice to any other paragraph in these Terms, the Organiser reserves the right to waive, add or alter any terms or conditions of the Contract or these Terms in the interests of the Fair, whether generally or to take into account any unforeseen circumstances.

1.8 The Applicant or (as the case may be) the Exhibitor warrants and represents that all information provided by it in the Application Form was when given and remains as at the date of the acceptance of the DAFL Booking Form in writing by the Organiser true and accurate.

2. EVENT AND ORGANISER'S RESPONSIBILITY

2.1 The Organiser reserves the right to (i) vary at its sole discretion the Fair location, dates, opening hours and visitor fees and all other terms of organisation of or relevant dates relating to the Fair, (ii) waive, add to or alter any of these Terms in the interests of the Fair whether generally or in any particular case to take into account unforeseen circumstances and (iii) issue

other rules and regulations of participation to supplement these Terms.

Should any of these terms change, the Exhibitor will be given reasonable notice in writing.

2.2. The Organiser will provide the Space at the Fair to the Exhibitor of the size specified in the DAFL Booking Form.

2.3 The Organiser shall be entitled to relocate the Space at any time prior to or during the Fair.

2.4 Should any dispute arise as to the location of the Space, the decision of the Organiser shall be final.

2.5 The Organiser reserves the right to alter the floor plan of the Fair at any time without giving notice of such alteration to the Exhibitor.

2.6 The Exhibitor understands and agrees that the Organiser shall not be held responsible for the failure of other exhibitors and/or visitors to attend the Fair.

2.7 The Exhibitor must satisfy itself as to the suitability of the Fair and the cost effectiveness of the Space and no warranty is given by the Organiser that the Fair will meet the Exhibitor's objectives, whether made known to the Organiser prior to the entering into of the Contract or not.

3. FEE

3.1 The Exhibitor shall promptly pay the Fee in accordance with the DAFL Booking Form.

3.2 The Exhibitor shall in addition to the Fee be liable for and promptly pay all fees, costs and charges relating to the Exhibitor's participation in the Fair in accordance with the Exhibition Manual and/or in respect of any goods and services supplied at the request of the Exhibitor.

3.3 The Fee and any other fee, cost or charge payable pursuant to paragraph 3.2 is payable without any deduction, withholding or set-off whatsoever.

3.4. If the Exhibitor fails to make any payment under the Contract when due, the Exhibitor shall be liable:

3.4.1 to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at an annual rate of 4% above the the base rate of the Bank of England 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

3.4.2 for the Organiser's incidental costs of collection and recovery of amounts due, including but not limited to legal costs and disbursements on a full indemnity basis before and after commencement of legal proceedings.

4. TERMINATION BY ORGANISER

4.1 The Organiser may terminate the Contract forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Fair:

4.1.1 if the Exhibitor 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) within 3 Business Days of receipt or deemed receipt of such notice;

4.1.2 if the Stand is vacant at the commencement of the Fair;

4.1.3 if the Exhibitor has not paid to the Organiser in cleared funds any sum payable to the Organiser under the Contract when due whether demanded or not;

4.1.4 if the Exhibitor becomes insolvent, enters into liquidation, passes a resolution for its winding up, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

4.1.5 if any steps are taken to appoint a receiver or administrator over the whole or any part of the Exhibitor's assets;

4.1.6 if any event or step analogous to any of the events or steps in paragraphs 4.1.4 or 4.1.5 occurs in any other jurisdiction in relation to the Exhibitor;

4.1.7 if the Exhibitor ceases, or threatens to cease, to carry on business;

4.1.8 if in the course of preparation for the Fair or during the Fair, acts in violation of any 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;

4.1.9 if the Fair is cancelled for any reason;

4.1.10 if in the reasonable opinion of the Organiser any act(s) or omission(s) of the Exhibitor is likely to adversely affect the reputation, goodwill and/or business of the Organiser and/or the Fair.

4.2 Termination of the Contract by the Organiser shall be without prejudice to any rights that have accrued to the Organiser prior to such termination and shall not oblige the Organiser to return to the Exhibitor any amounts already received by the Organiser in respect of the Fee, other than in the case of termination pursuant to paragraph 4.1.9 where the cancellation is not as a result of a Force Majeure Event.

4.3 Provisions of these Terms which either are expressed to survive expiry or termination of the Contract or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination. Without limitation, paragraphs 3, 4, 5, 6, 7.1, 7.2, 7.3, 7.7, 8.10, 9, 10, 12 and 14 to 17 inclusive shall survive expiry or termination of the Contract.

4.4 In the event that the Organiser exercises its right to terminate the Contract or exclude the Exhibitor from the Fair, the Organiser may:

4.4.1 re-allocate the Space to another exhibitor; and/or

4.4.2 enter the Space and remove the Exhibitor's Items from the Space at the Exhibitor's risk without prejudice to the Organiser's right to recover from the Exhibitor all losses and damages incurred by reason of the Exhibitor's default and the Exhibitor shall be liable for all and any storage costs incurred by the Organiser after removing the Exhibitor's Items.

4.5 For the avoidance of doubt, if the Contract is terminated, the Organiser shall be under no obligation to re-sell or re-allocate the Space to another exhibitor or account to the Exhibitor for any income from re-selling or re-allocating the Space or refund any amount already paid in respect of the Fee.

5. CANCELLATION BY EXHIBITOR

5.1 The Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery cancel its booking, and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with paragraph 5.3.

5.2 Upon cancellation in accordance with paragraph 5.1, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

Date of cancellation	Cancellation fee
Two months or more but less than six months prior to the first day of the Fair	50% of the Fee
Less than two months prior to the first day of the Fair	100% of the Fee

less any amounts already received by the Organiser in cleared funds in respect of the Fee.

5.3 If the Organiser decides to relocate the Fair to another venue or change the dates of the Fair less than one month prior to the scheduled first day of the Fair for any reason other than as a result of a Force Majeure Event and the Exhibitor wishes to cancel its booking, it must notify the Organiser within 10 Business Days of being notified of such venue or date change. Such notification to the Organiser shall constitute a valid cancellation of its booking, and the Organiser shall refund to the Exhibitor the full amount of the Fee to the extent received by the Organiser in cleared funds.

5.4 In the event that the Exhibitor cancels its booking in accordance with this paragraph 5, the Organiser may:

5.4.1 re-allocate the Space to another exhibitor; and

5.4.2 the Organiser shall be under no obligation to re-sell or re-allocate the Space to another exhibitor or account to the Exhibitor for any income from re-selling or re-allocating the Space.

5.5 The Organiser shall have no liability to the Exhibitor if the Organiser cancels, postpones or re-sites the Fair or reduces the planned period for preparation, display or dismantling of the Fair due to a Force Majeure Event, or because the Organiser ceases to have the right to organise the Fair or because the Venue Provider ceases to have the right to allow the Organiser to stage the Fair or to provide access to the Venue for the purposes of the Fair, in which event the Organiser shall not be liable to refund any amount paid to the Organiser by the Exhibitor and the Exhibitor shall remain liable to pay the Organiser all outstanding amounts due and/or payable in respect of the Fair.

6. INTELLECTUAL PROPERTY

6.1. The Exhibitor grants to the Organiser a full worldwide, non-exclusive, assignable, sub-licensable, royalty-free, perpetual and irrevocable licence to copy and use all and any intellectual property rights in the Exhibitor's logos, trade marks and name, and the Exhibitor will procure that such a licence is granted to the Organiser on the same terms in respect of all and any intellectual property rights in the Exhibitor's Items, for:

6.1.1 the promotional purposes of the Organiser and of the Fair (including but not limited to Organiser generated/hosted and third party generated/hosted catalogues, posters, websites, internet marketing, social media, audio-visual recordings, photographs, press releases, and other advertising); and

6.1.2 the production, manufacture and/or publishing and sale or other commercial exploitation of any book(s) and/or other merchandise in connection with the Fair.

6.2 Without prejudice to the foregoing, the Exhibitor:

6.2.1 grants permission, at no cost, to the Organiser and/or any of its agents or sub-contractors or any other third party authorised by it to take photographs and make audio-visual recordings of the Space, the Stand, the Exhibitor's Items, the Exhibitor's Personnel and the Exhibitor's customers and invitees (or any of them) and reproduce, store, broadcast, distribute and commercially exploit such photographs and audio-visual recordings in any and all media throughout the universe in perpetuity; and

6.2.2 hereby irrevocably assigns for £1 (receipt of which is acknowledged by the Exhibitor) any and all of its rights (including any intellectual property) in and to, waive all moral or like rights in, and give all consents necessary for the reproduction, storage, broadcast, distribution and commercial exploitation of, any such photographs or audio-visual recordings in any and all media throughout the universe in perpetuity; and

6.2.3 shall procure that each of the Exhibitor's Personnel, the Exhibitor's customers and invitees to the Venue and the owner of any intellectual property rights in any of the Exhibitor's Items shall grant the permissions, assignments, waivers and consents on the same terms as those set out in paragraphs 6.2.1 and 6.2.2.

7. SET-UP AND DISMANTLING

7.1. The Exhibitor shall use shipper Art Logistics Limited (or such other Designated Contractor specified for such purpose by the Organiser to the Exhibitor) (**Shipper**) to transport the Exhibitor's Items to and from the Fair. The Exhibitor shall ensure that the Exhibitor's Items are delivered to, and following the Fair collected from the Shipper and the Exhibitor shall comply with all collection and delivery slots allocated to it by the Shipper.

7.2 The Exhibitor agrees to comply with all rules and restrictions in the Exhibitor Manual and all instructions of the Organiser and/or its agents regarding the construction and dismantling of the Stand, the installation and removal of lighting and other equipment in the Space, the installation and removal of the Exhibitor's Items and the delivery and collection of Exhibitor Items.

7.3 The Exhibitor will not be permitted to use any agents or contractors other than Designated Contractors specified for such purpose by the Organiser to install or uninstall its Exhibitor's Items, Stand or any lighting, electrical or other equipment.

7.4 The Exhibitor expressly agrees to submit to the Organiser for approval prior to the commencement of the Fair any Exhibitor's Items which he may wish to display or sell in the Space and/or otherwise in conjunction with the Fair. The Exhibitor further agrees that the Organiser is the sole arbiter of which Exhibitor's Items are appropriate for the Fair and that he will remove any of the same which the Organiser has either not previously approved or subsequently decides are inappropriate or unacceptable for any reason. No Exhibitor's Items shall be displayed in such a way that, in the Organiser's opinion, they obstruct the light or impede the view along the open areas or gangways of the Venue or cause inconvenience to or otherwise restrict the display of any other exhibitor's stand goods or promotional material.

7.5 The Organiser may take any action with regard to the positioning or construction of the Stand and/or any of the Exhibitor's Items including removal of any of the Exhibitor's Items at the expense and risk of the Exhibitor if it does not meet the health and safety criteria in the Exhibitor Manual or if in the reasonable opinion of the Organiser or the Venue Provider it is causing or may

cause any health or safety risk to any person.

7.6 If, in the opinion of the Organiser, the Exhibitor's Items or any other display of the Exhibitor extends beyond the Space, the Organiser may at its sole discretion charge the Exhibitor for the extra space occupied at the prevailing rate.

7.7 The Exhibitor shall promptly vacate the Space at the end of the Fair during the time allotted time slot, 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, expenses or costs incurred as a result of the Exhibitor's failure to vacate.

8. ACCESS AND MAINTENANCE

8.1. The Exhibitor must occupy its Stand at all times and shall keep it sufficiently manned during the visitor opening hours of the Fair.

8.2 The Exhibitor shall not dismantle the Stand prior to the end of the Fair.

8.3 The Exhibitor undertakes that the Exhibitor's Items shall be on display, in good order and not covered up at all times during the visitor opening hours of the Fair.

8.4. The Exhibitor shall not be entitled to display any advertising in the Space unless such advertising has been approved in advance by the Organiser. Any advertising outside of the Space is not permitted.

8.5 The Exhibitor shall not display or advertise any goods or services or the name of any person other than those of the Exhibitor and may not permit any non-exhibiting person to use for any purpose whatsoever his/her Stand or Space.

8.6 Subject to paragraph 8.5, the Exhibitor may offer Approved Artworks but no other artworks or other goods:

8.6.1 for sale to visitors at the Fair; or

8.6.2 on any website or microsite provided by an online partner of the Organiser and shall not otherwise offer for sale any artworks or other goods in conjunction with the Fair without the prior written consent of the Organiser.

8.7 The Exhibitor shall comply at all times with all sale of goods legislation. The Exhibitor shall issue a receipt for each sale made by him/her at the Fair which must clearly show the Exhibitor's full legal name and trading title, together with its permanent address and its Stand or Space number. Any such sale shall be solely between the Exhibitor and the purchaser and the Exhibitor shall indemnify the Organiser for any third party claims alleged and/or made against it in connection with such sale.

8.8 Sales by auction are prohibited without the prior written consent of the Organiser.

8.9 The Exhibitor shall only conduct its business from the Stand or where it does not have a Stand in close proximity to its Space and may not display or distribute its promotional publications or any article of any kind other than from the Stand.

8.10. The Exhibitor is responsible for the daily cleaning and tidying of its Space. Should the Organiser determine that cleaning of the Space is required at any time during the Fair, the Organiser may organise such cleaning and recharge any costs thereof to the Exhibitor.

8.11. Animals are not permitted at the Fair.

8.12 The Exhibitor is expressly forbidden to bring any dangerous materials and hazardous items into the Venue, including but not limited to explosives, delousing or fulmination compounds and

all dangerous or harmful substances, including primings, fireworks, candles and inflammable fuels. The Organiser reserves the right to require the Exhibitor to remove from the Venue any items which he considers to be hazardous.

8.13 The Exhibitor must comply with all relevant health and safety regulations or instructions given by the Organiser, the Venue Provider and the relevant authorities. All materials used for building, decorating or covering stands must be made of non-flammable material.

8.14 The Organiser and those authorised by it have the right to enter any part of the Venue at any time to execute works, repairs and alterations and for other purposes.

8.15 The Organiser reserves the right to exclude or remove from the Fair:

8.15.1 any of the Exhibitor's Personnel who is not wearing an Exhibitor badge as distributed by the Organiser to the Exhibitor;

8.15.2 any person whose presence the Organiser deems to be undesirable, notwithstanding that any such person is one of the Exhibitor's Personnel or otherwise connected or associated in any way with the Exhibitor.

9. EXHIBITOR OBLIGATIONS AND INDEMNITY

9.1 The Exhibitor shall comply with all applicable local, state, national and international laws, rules, regulations and codes of practice relating to the Fair, and the Exhibitor's attendance at the Fair and sales and/or attempted sales of artworks or other goods permitted to be sold in accordance with paragraphs 7.4 and 8.6, and any use, listing, sales or attempted sales through the Artsy website, including without limitation, all fire and health and safety regulations, all data protections laws, all export and import laws, all anti-bribery, corruption, money laundering and terrorist financing and sanctions laws, the rules and regulations set out in the Exhibitor Manual and any additional rules imposed by the Venue Provider or governments or other applicable rule making bodies from time to time.

9.2 The Exhibitor shall prior to the start of the Fair obtain all rights, permissions and consents necessary to display the Approved Artworks at the Fair and sell any artworks or other goods permitted to be sold in accordance with paragraphs 7.4 and 8.6.

9.3 The Exhibitor shall indemnify and hold harmless the Organiser, its employees, consultants, agents and contractors from and against all and any losses, liability, claims, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, loss or damage to property and loss of opportunity) suffered or incurred as a result of:

9.3.1 the fraud, criminality or negligence of the Exhibitor or any of the Exhibitor's Personnel;

9.3.2 any breach by the Exhibitor of any of the terms or conditions of the Contract;

9.3.3 any breach by the Exhibitor of any terms of any Third Party Provider or any claim by a Third Party Provider in connection with any goods or services provided or to be provided directly or indirectly to the Exhibitor;

9.3.4 any claim made in respect of damage to persons and property caused by the Exhibitor, the Stand, or the Exhibitor's Items or the Exhibitor's Personnel;

9.3.5 any claim for intellectual property infringement, including without limitation, copyright infringement, for which the Organiser may be sued or held liable relating to work submitted by or through the Exhibitor, or any acts or omissions of the Exhibitor or the Exhibitor's Personnel in connection with the Fair during the period of occupation or otherwise.

9.4 Where the Exhibitor directly or indirectly uses the services of, or is directly or indirectly supplied goods by, a Third Party Provider:

9.4.1 such services or goods shall be deemed to be supplied directly by the Third Party Provider at the sole cost of the Exhibitor;

9.4.2 the Exhibitor shall agree directly to that party's terms of business and shall comply with those terms in all respects; and

9.4.3 notwithstanding the foregoing, in the event that any such services or goods are deemed to be supplied by the Organiser, paragraphs 10 and 14 to 17 inclusive shall be deemed to apply in respect of such supply.

9.5 The Organiser does not recommend, endorse or warrant the supply of goods or services by any Third Party Provider.

9.6 The Exhibitor shall be solely responsible for the Exhibitor's Personnel at all times.

9.7 The Exhibitor agrees to promptly supply to the Organiser all and any such documentation as the Organiser shall reasonably require in order for the Organiser to comply with applicable laws and regulations (including but not limited to anti-money laundering rules, sanctions laws and import and export laws and regulations), such as evidence of the private ownership of the Exhibitor or other applicable Client Due Diligence documents, and/or for the Organiser to obtain comfort that the Exhibitor is complying with paragraph 9.1 hereof.

10. LIMITATION OF LIABILITIES

10.1. Subject to paragraph 10.3, the Organiser shall have no liability whatsoever whether in contract or tort (including as a result of negligence), breach of statutory duty, restitution or otherwise for or in respect of:

10.1.1 the direct or indirect supply to the Exhibitor of any goods or services by any Third Party Provider; or

10.1.2 the death of, or injury to the Exhibitor, the Exhibitor's Personnel, or the Exhibitor's customers or invitees to the Venue; or

10.1.3 damage to or theft of any property of the Exhibitor (including for the avoidance of doubt, any Exhibitor's Items) or that of the Exhibitor's Personnel, or the Exhibitor's customers or invitees to the Venue which shall be brought into the Venue at the sole risk of (as the case may be) the Exhibitor and/or the Exhibitor's Personnel and/or the Exhibitor's customers and/or invitees; or

10.1.4 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Exhibitor or the Exhibitor's Personnel, or the Exhibitor's customers or invitees to the Venue in the exercise or purported exercise of the rights granted by paragraph 2.2.

10.2 Subject to paragraph 10.3:

10.2.1 the Organiser's maximum aggregate liability under or in connection with the Contract or these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor or (in the case of an Unaccepted Applicant) the Application Fee;

10.2.2 the Organiser shall have no liability for any (i) loss of income or profits, (ii) loss of sales or business, (iii) loss of agreements or contracts, (iv) loss of or damage to goodwill, (v) loss arising from copyright infringement or (vi) indirect or consequential loss of any kind howsoever arising; and

10.2.3 the Organiser shall not be liable for any delay, damage or loss caused by a Force Majeure Event.

10.3 Nothing in this paragraph will exclude the Organiser's liability for:

10.3.1 death or personal injury caused by the Organiser's negligence; or

10.3.2 fraud; or

10.3.3 any other liability to the extent that the same may not be excluded or limited as a matter of law.

11. INSURANCE

11.1. The Exhibitor shall take out and maintain adequate insurance including but not limited to:

11.1.1 all risks insurance against theft of or loss or damage to any Exhibitor's Items and all other items used by it in connection with the Fair whilst at the Venue (including during the setting up and dismantling of the Stand and the Fair) and their transit to and/or from the Venue;

11.1.2 employers' liability insurance at a minimum level of £10,000,000 per claim; and

11.1.3 public liability insurance at a minimum level of £5,000,000 per claim

and Exhibitors are also advised to take out and maintain adequate insurance against Fair cancellation and non-participation.

11.2 In instances where the Exhibitor is carrying out large-scale or more complex installations, the Organiser may require the then current or any minimum level of cover to increase.

11.3 No such insurance shall entitle the insurers to exercise any subrogation rights against the Organiser. Without prejudice to the foregoing provisions in this paragraph 11, 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 the 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.

11.4 The Exhibitor shall provide a copy of its insurance policies and certificates to the Organiser on request.

12. DATA PROTECTION

12.1 In this paragraph 12:

12.1.1 **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), each as amended or replaced from time to time;

12.1.2 **Privacy Policy** means the privacy policy of the Organiser at <https://www.drawartfair.com/privacy-policy>, as amended or replaced from time to time;

12.1.3 references to a **data controller, data processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures** are references to such terms as defined in the Data Protection Legislation; and

12.1.4 a reference to **Exhibitor** includes an Unaccepted Applicant.

12.2 The Exhibitor will comply with all applicable requirements of all applicable Data Protection Legislation. This paragraph operates in addition to, and does not purport to relieve, remove or replace, a party's obligations or rights under applicable Data Protection Legislation.

12.2 Please refer to the Privacy Policy. Any personal data processed by or on behalf of the Organiser in connection with the Application, the Contract and/or the Fair will be treated in accordance with such Privacy Policy.

12.3 Where the Exhibitor is a natural person, it expressly acknowledges and agrees that its personal data may be processed in connection with the Fair, the Application and the Contract in accordance with the Privacy Policy.

12.4 Where the Exhibitor is not a natural person, it hereby agrees and undertakes that it will ensure that any natural persons acting for it or on its behalf is provided with the Privacy Policy (and any updates to the same to which it becomes aware) and either: (i) acknowledges and agrees to its personal data being processed by or on behalf of the Organiser in connection with the Application, the Contract and the Fair in accordance with such Privacy Policy; or (ii) (if any such natural person does not so agree) agrees and undertakes that it will not provide or allow the provision of personal data by such person to the Organiser.

12.5 If, in connection with the Application, the Contract or the Fair, the Organiser is at any time passed, or otherwise processes, personal data in relation to which the Exhibitor is the data controller and the Organiser is the data processor, the Exhibitor warrants and undertakes that it will ensure that it has and retains at all times all necessary consents, notices, lawful bases and records in place to enable lawful transfer of the personal data to the Organiser, and processing by the Organiser of such personal data, for the duration and purposes for which these Terms are in place. The Organiser shall, in relation to such personal data:

12.5.1 process that personal data only on the documented written instructions of the Applicant (and for these purposes the Exhibitor hereby instructs the Organiser to process such personal data in such manner as is necessary for it to provide the services and comply with its obligations contemplated hereunder) unless the Organiser is required by applicable law to otherwise process that personal data;

12.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

12.5.3 ensure that its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

12.5.4 not transfer any personal data to any third party or engage any sub-processor (particularly outside of the European Economic Area), unless envisaged by the Privacy Policy or the prior written consent of the Exhibitor has been obtained;

12.5.5 assist the Exhibitor, at the Exhibitor's sole cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.5.6 notify the Exhibitor without undue delay on becoming aware of a personal data breach;

12.5.7 at the written direction of the Exhibitor, delete or return personal data and copies thereof to the Exhibitor on termination of the Contract unless required by applicable law to store the personal data; and

12.5.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow for audits by the Exhibitor or its designated auditor (on reasonable notice and at the Exhibitor's sole cost).

12.6 The Exhibitor agrees to indemnify the Organiser for any and all liabilities suffered or incurred by it arising out of any breach by the Exhibitor of its obligations under this sub-paragraph.

13. EXHIBITOR REPRESENTATIVE

13.1 Each Exhibitor Representative is deemed to be authorised by the Exhibitor appointing him/her to enter into other contracts with the Organiser or its agents as the Exhibitor Representative deems necessary in connection with the Fair and such contracts shall be binding on the Exhibitor.

14. CONFIDENTIALITY

14.1 All information (including but not limited to information about pricing and designs for the stand construction) supplied between the parties shall be used only for the performance of this Contract, be kept confidential and shall be revealed to directors, officers, employees, servants and agents of each party only to the extent necessary to enable such party to fulfil its obligations and responsibilities pursuant to the Contract. For the avoidance of doubt, such information shall not apply to information that was already made available to the public on a non-confidential basis through no act of either party. Notwithstanding the foregoing, nothing in this paragraph 14 shall replace or be deemed to amend any provision(s) of paragraph 12. In the event of any inconsistency between this paragraph 14 and paragraph 12, paragraph 12 shall prevail.

15. GENERAL

15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between the parties whether written or oral relating to the subject matter of the Contract.

15.2 The parties each acknowledge that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

15.3 Subject to paragraphs 1.6 and 2.1, no variation of the Contract shall be effective unless it is

in writing and signed by the parties (or their authorised representatives).

15.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 The Exhibitor shall not assign, transfer, mortgage, charge, subcontract, sublet, share, appoint sub-agents or delegates, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Organiser.

15.6 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Contract.

15.8. Each party (including an Unaccepted Applicant) irrevocably agrees that the Contract and these Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with these terms or their subject matter or formation.

16. NOTICES

16.1 Any notice given to a party under or in connection with the Application, the DAFL Booking Form or the Contract shall be in writing and shall be delivered by hand, by pre-paid first- class post or other next working day delivery service or by email to the address as specified in the DAFL Booking Form for each party or to such other address as either party may notify for such purpose pursuant to this paragraph 16.

16.2 Notices shall be deemed served in accordance with the following:

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

16.2.2 if sent by courier, on confirmed delivery; or

16.2.3 if sent by fax, on confirmation of transmission.

17. INTERPRETATION

17.1 The definitions in this clause shall apply in these Terms:

Applicant: the person (being an entity or sole trader) named as the applicant in the Application Form;

Application: an application for space at the Fair in accordance with the Application Form;

Application Fee: the application fee of £200 plus VAT (where applicable) at prevailing rates;

Application Form: the Organiser's prescribed form for applying for space at the Fair at www.drawartfair.com;

Approved Artwork: any artwork approved by the Organiser for display or sale in accordance with paragraph 7.4;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Contract: has the meaning given to it in paragraph 1.1;

Designated Contractors: means any third party contractor specified by the Organiser as being a contractor which may be used by Exhibitors (whether directly or indirectly) in conjunction with the Fair (including but not limited to specified shippers).

DAFL Booking Form: means the Organiser's prescribed Fair booking form sent together with these Terms.

Exhibitor: an Applicant whose Application has been approved by the Organiser and who has completed, signed and returned the DAFL Booking Form to the Organiser by the date specified therein or such later date as the Organiser may agree;

Exhibitor Manual: any document setting out the information relevant to the Fair (including the Organiser's operational procedures and requirements) and specified as such and provided or made available to the Exhibitor by the Organiser;

Exhibitor Representative: the person named on the DAFL Booking Form by the Exhibitor to be its representative in connection with all matters concerning the Fair and the Exhibitor;

Exhibitor's Items: the artworks on display or to be put on display (as the context requires) by or on behalf of the Exhibitor at the Fair, and all related promotional materials, and any other items, equipment and/or furniture belonging to, or being the responsibility of, or under the control of, the Exhibitor;

Exhibitor's Personnel: any employees, consultants, agents or sub-contractors of the Exhibitor;

Fair: the art fair named 'Draw Art Fair London' to be held at the Venue;

Fee: the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as set out in the DAFL Booking Form (together with any VAT (if applicable) at the prevailing rate);

Force Majeure Event: an event beyond the reasonable control of the Organiser, including without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, interruption or failure of utility services or default of suppliers or subcontractors;

Organiser: Draw Art London Limited and its successors and assigns;

Space: the space at the Fair to be sub-licensed by the Organiser to the Exhibitor at the Venue;

Stand: any structure, platform or other erection located in the Space for the Exhibitor's purpose;

Terms: these terms and conditions;

TP Partners: all third party entities and parties with whom the Organiser may collaborate and/or enter into a "partner style" financial and/or barter arrangement, in relation to the staging of the Fair including but not limited to Art.sy, Inc

Third Party Providers: all third party entities and parties involved with the staging of the Fair including but not limited to: (i) the Venue Provider, (ii) the Venue Provider's employees,

consultants, agents and sub-contractors, (iii) the Organiser's agents and contractors, (iv) TP Partners, and (v) Designated Contractors.

Unaccepted Applicant: means (i) an Applicant whose Application has not been accepted by the Organiser or (ii) an Applicant whose Application has been accepted but who has not completed, signed and returned the DAFL Booking Form by the date specified therein or such later date as the Organiser may agree;

Venue: the location where the Fair takes place as specified in the DAFL Booking Form or as otherwise determined by the Organiser in accordance with these Terms.

Venue Provider: the licensor of the Venue to the Organiser for the purposes of the Fair.

17.2 In these Terms:

17.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

17.2.2 words in the singular shall include words in the plural and vice versa;.

17.2.3 where the words 'include(s)' or 'including are used in the Terms, they are deemed to have the words 'including without limitation following them;

17.2.4 any obligation in these Terms and the Exhibitor Manual on a person not to do something includes an obligation not to agree, allow or permit or acquiesce in that thing being done;

17.2.5 a reference to a paragraph means a reference to a paragraph in these Terms.