

GALLERY INFORMATION PACK

Melbourne Convention & Exhibition Centre

**MELBOURNE
ART FAIR
22–25 FEB '24**

AUSTRALASIA'S PROGRESSIVE FORUM FOR CONTEMPORARY ART AND IDEAS.

VIP Preview / Vernissage: 22 February 2024

Fair Dates: Friday 23 to Sunday 25 February 2024

Location: Melbourne Convention and Exhibition Centre

melbourneartfair.com.au

Melbourne Art Foundation
is supported by

Government Partners



Foundation Partner



Melbourne Art Fair returns in the Australian summer, 22 – 25 February 2024 at the Denton Corker Marshall designed Melbourne Convention and Exhibition Centre in Naarm, to showcase new and iconic artists represented by 60 of the region's leading contemporary galleries.

With a focus on solo shows and works of scale and significance, Melbourne Art Fair invites galleries to participate in a fair that is instrumental in shaping the future of art in the region.

Attracting 15,000 visitors and facilitating an estimated AUD \$10.5M in artwork sales in 2022, the Fair will continue its lead role in the region for fostering the development of new audiences for contemporary art, further establishing Naarm as a global creative city and the art market capital of Australia.

60+ galleries

15,000+ visitors over 4 days

AUD \$10.5M in artwork sales

AUD \$100K+ in grants distributed each edition

1 major institutional commission

Marketing campaign reach of 13M

We acknowledge the Traditional Owners of the place now called Victoria, and all First Peoples living and working on this land. We recognise and celebrate the cultural heritage, creative contributions, and stories of the First Peoples of Victoria. We pay respect to Elders of today, emerging Elders of tomorrow and Elders of the past.





Scotty So
As She Floats, Melbourne Art Fair 2022,
LIVE Presented by Glenfiddich.
Artist represented by MARS Gallery
(Naarm/Melbourne)

SUPPORTING LIVING ARTISTS SINCE 1988

Started by a group of galleries in 1988, Melbourne Art Fair is owned and operated by the Melbourne Art Foundation, a systemically significant Australian arts organisation dedicated to the support of living artists.

With the endorsement of the Art Galleries Association of Australia (AGAA) and the support of Government Partners the Australia Council for the Arts and Creative Victoria, the Fair continues to be a seminal fixture on the Australasian cultural calendar, stimulating critical and commercial attention for artists for over 34 years.

Established in 2003, Melbourne Art Foundation is a not-for-profit organisation committed to servicing the needs of artists, galleries, collectors and the art loving public. It leads the way in building a global audience and market for the work of Australia's living contemporary artists, bringing together the commercial, social, cultural and environmental threads that underpin and sustain the vibrant Australian visual arts ecology.

Since 2003, the Melbourne Art Foundation has distributed over AUD \$700,000 in artist fees and grants and facilitated an estimated AUD \$55M in contemporary art sales at Melbourne Art Fair.

In 2024, Melbourne Art Foundation will award AUD \$130,000 in artist fees to support the creation of new work, through its COMMISSION, BEYOND, and LIVE programs.





FAIR PROGRAM

Participate in an art fair that is instrumental in shaping the future of art in the region, a progressive forum for contemporary art and ideas.



Nabilah Nordin
presented by Neon Parc (Naarm/Melbourne),
BEYOND, Melbourne Art Fair 2022

COMMISSION	<p>A major drawcard of Melbourne Art Fair is the Melbourne Art Foundation Commission, which in 2024 will be produced in partnership with the Art Gallery of Western Australia.</p> <p>The AUD \$100,000 acquisitive commission will be awarded to an artist represented by an exhibiting gallery, invited to create a new work in response to the soon to be announced program thematic. Celebrating 10 years, the program provides a living artist with a rare opportunity to realise a large-scale work to be unveiled at the Fair, later forming part of the gallery's permanent collection.</p> <p>Previous partners in the program include ACMI, HOTA Gallery, Bendigo Art Gallery, NGV, QAGOMA, the University of Queensland Art Museum, MCA, Art Gallery of South Australia, National Gallery of Australia; and artists Kaylene Whisky, Ramesh Mario Nithiyendran, Ronnie van Hout, Michael Parekowhai, David Griggs, Peter Hennessey, Jon Campbell, Ian Burns, and Mikala Dwyer.</p>
BEYOND	<p>Harnessing the monumental exhibition spaces of the Denton Corker Marshall designed Melbourne Convention and Exhibition Centre to present four large-scale installations and spatial interventions that go beyond the scope of the art fair booth.</p> <p>Exhibiting galleries receive a AUD \$2,000 + GST grant to support participation in the sector, with applications open to successful galleries in 2023.</p>
LIVE	<p>An onsite/offsite performance and sound art program featuring Australia's most boundary-pushing artists with critically significant live works.</p> <p>Exhibiting galleries are invited to submit potential performance works for curator consideration. All presenting artists receive a minimum fee of AUD \$2,000 + GST per performance.</p>
PROJECTS	<p>A platform for experimentation, PROJECTS showcase the work of artists that push the boundaries of art practice through performance and multimedia works from independent and non-collecting contemporary art organisations.</p>
VIDEO	<p>Dedicated to the presentation of moving-image art from new and iconic international contemporary artists. Open to participation from both local and international galleries, the sector enables dealers from across the globe to maintain a connection with Australasia's active and growing collector-base.</p>
CONVERSATIONS	<p>A platform for dialogue and the sharing of ideas, CONVERSATIONS brings together cultural communities and thinkers from across the creative spectrum. The aim: to surface the salient issues of our time and address the future of art and the contemporary world. The program will present a series of talks and panels featuring artists, gallerists, curators, collectors, architects, critics, and cultural luminaries.</p>
VIP PROGRAM	<p>Partnering with Melbourne's leading institutions, private museums and independent art spaces, the Melbourne Art Fair VIP Program will celebrate the vibrancy of Victoria's cultural landscape in what will be the first meeting of the Australasian artworld in 2024. The Program will include invitation-only dinners, studio visits, private collection tours, exhibition openings, and private events.</p> <p>Melbourne Art Fair will allow collectors to discover artists, galleries and artworld figures at the forefront of contemporary art, and experience the best of its host city, Naarm.</p>

APPLICATION INFORMATION

Melbourne Art Fair builds on the success of its 2022 edition, giving stage to artists through curated presentations, delivering a focused event that defines art at this time. The Fair welcomes applications from galleries representing living artists and holding regular public exhibitions that embody excellence with loyalty to the curatorial endeavour of the fair.

GALLERIES

Solo presentations of new and iconic contemporary artists. Exceptional, research-driven curated group presentations may be submitted for consideration by the Selection Committee. See Exhibition Guidelines.

25 SQM	\$490 per SQM	AUD \$12,250 + GST
50 SQM	\$500 per SQM	AUD \$25,000 + GST
75 SQM	\$510 per SQM	AUD \$38,250 + GST
100 SQM	\$520 per SQM	AUD \$52,000 + GST

YOUNG GALLERIES

Galleries established in or after 2016 will be considered for 10 booths to be integrated throughout the fair, placing young dealers alongside the most established gallerists from the region.

25 SQM	\$320 per SQM	AUD \$8,000 + GST
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IMPORTANT DATES

Application Deadline	Monday 13 February 2023
Selection Notification	Monday 27 February 2023
Booth Fee Deposit (35% of total)	Monday 13 March 2023
Second Booth Fee Payment (40%)	Monday 12 June 2023
Final Booth Fee Payment (25%)	Monday 13 November 2023
Booth Additional Orders Payment	Monday 11 December 2023

BOOTH PACKAGE

INCLUDED

Standard package walling (3.6mH)
Standard lighting
Booth signage
Gallery website profile
Exhibitor passes
VIP passes
Vernissage and general admission tickets

NOT INCLUDED

Additional walling
Additional lighting
Electrical outlets
Furniture
Secure artwork storage (available onsite)
Public Liability and Artwork Insurance
Shipping / freight
Car parking

SELECTION AND ELIGIBILITY CRITERIA

Galleries applying with solo shows will be given selection preference. Selection will be determined by an independent selection committee and is based on the strength of the proposal submitted, the gallery's exhibition program and represented artists.

Applicant galleries are required to submit supporting documentation as prompted, including gallery information, description of planned exhibition, booth sketch, artist CVs and images. All galleries will be notified in writing as to the outcome of their application.

Galleries are permitted to show artists deceased within 30 years of the date of exhibition (22 February 2024) if the applicant gallery represents or has the support of the artist's estate, and represents living artists within their program. Galleries with a physical premises and/or a virtual presence are eligible to apply.

EXHIBITION GUIDELINES

BOOTH OPTIONS	Presentations accepted for Selection Committee consideration:			Presentations requiring an exception by the Selection Committee:	
	SOLO SHOWS			YOUNG GALLERIES	CURATED GROUP SHOWS
	Single-artist presentations	Single-artist presentation with gallery viewing room	Multiple single-artist presentations	Single-artist presentations	Multiple artist curated presentation
25 SQM	1 artist	N/A	N/A	1 artist	N/A
50 SQM	1 artist	1 artist + viewing room	2 artists	N/A	Multiple artists
75 SQM	1 artist	1 artist + viewing room	3 artists	N/A	Multiple artists
100 SQM	1 artist	1 artist + viewing room	4 artists	N/A	Multiple artists
		Solo presentations must receive a minimum space allocation of 25 SQM. Artists exhibiting within the viewing room do not require prior approval by the Selection Committee and therefore do not form part of this application.	Indicative booth plans are required as supporting documentation and should demonstrate a minimum space allocation of 25 SQM per artist. An additional 2 linear meters of wall per artist will be provided to support galleries in the design of the booth.	Galleries will be considered for 10 available booths that are integrated throughout the fair, placing young dealers alongside the most established gallerists from the region.	Selection is based on the strength of the curatorial premise of the planned exhibition and calibre of proposed artists. Galleries are required to provide detailed exhibition proposals and documentation to support their application, which will be considered as an exception to the Fair's solo artist focus.

HOW TO APPLY

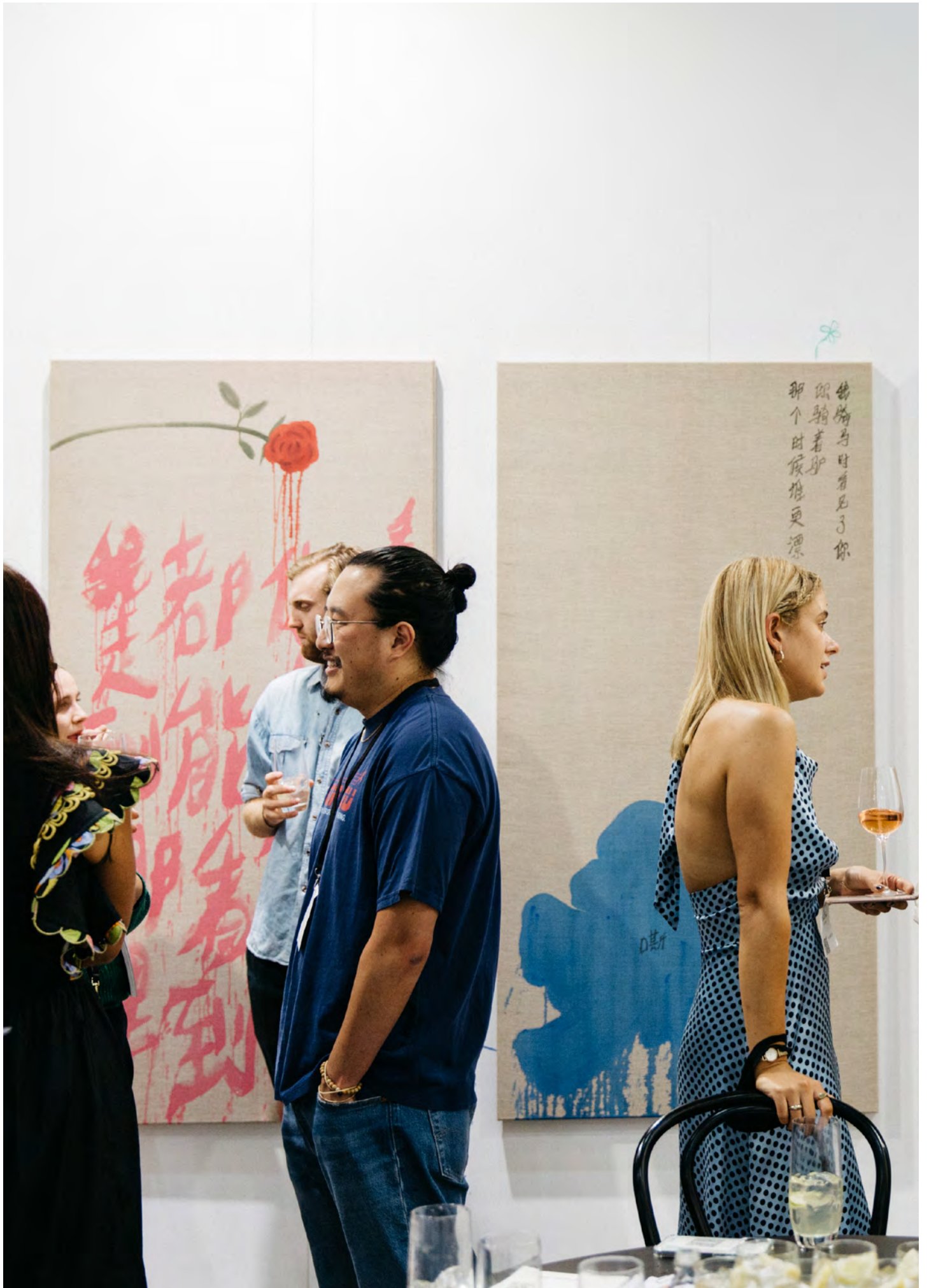
Apply via online application form by
Monday, 13 February 2023:
melbournartfair.com.au/apply

For further information please contact:

Maree Di Pasquale
CEO / Fair Director
maree@melbournartfoundation.com
+61 410 425 780

Jodie Kras
Gallery Relations Manager
jodie@melbournartfoundation.com
+61 400 877 775

STATION
(Naarm/Melbourne and
Gadigal Country/Sydney),
Melbourne Art Fair 2022



VENUE



Photography: John Gollings

Melbourne Art Fair takes place within the Denton Corker Marshall designed Melbourne Convention and Exhibition Centre located on the Yarra River in South Wharf. Colloquially known as 'Jeff's Shed', the state-of-the-art convention venue boasts pillarless exhibition bays with soaring 18 meter high ceilings. The venue is situated within a 1km radius of the Melbourne Arts Precinct, which is home to over 20 cultural institutions and organisations including the National Gallery of Victoria, ACCA, Buxton Contemporary and the Arts Centre Melbourne.

The venue is within walking distance of more than 50 restaurants, cafes and bars, and 25 hotels, including Crown Melbourne Hotels, The Langham, Pan Pacific Melbourne and the Novotel South Wharf.

Melbourne Convention
and Exhibition Centre
1 Convention Centre Place
South Wharf VIC 3006
Entrance via Clarendon Street
Door 1

THE ORGANISERS

Established in 2003, Melbourne Art Foundation is a not-for-profit organisation established to promote and support contemporary art and living artists. Committed to bringing artists, galleries, collectors, and visitors together, the Foundation leads the way in building audiences and a market for Australian contemporary art. It weaves together commercial, social, cultural, and environmental threads to support the rich cultural tapestry of the Australian visual arts community. Melbourne Art Foundation produces the biennial Melbourne Art Fair (established 1988) and, produced in partnership with the National Gallery of Victoria, the annual Melbourne Design Fair (established 2022).



CHIEF EXECUTIVE OFFICER/FAIR DIRECTOR

Maree Di Pasquale

Maree Di Pasquale is credited with successfully repositioning and relaunching Melbourne Art Fair in 2018 as a leading showcase for contemporary art in the region, and launching Melbourne Design Fair, Australasia's first collectible design showcase delivered in partnership with the National Gallery of Victoria. She was previously Director of Strategic Partnerships, MCB Visit Victoria (2016-2017). A member of the leadership team for Art Fairs Australia (2010-2016), Maree played a pivotal role in developing new ventures in new markets, most notably as founding Director of Art Central Hong Kong (2014- 2016) and Assistant Director of Sydney Contemporary (2013) and Melbourne Art Fair (2014). She has also delivered public programs for Abu Dhabi Art Fair and the Saadiyat Island Cultural District (Louvre Abu Dhabi, the Guggenheim Abu Dhabi and the Zayed National Museum) (2009-2010). BA Creative Industries, QUT. MA Marketing, Melbourne Business School.

MELBOURNE ART FOUNDATION BOARD

Chair, Peter Jopling AM, KC
Anna Schwartz AM
Michaela Webb
Adrian Fini OAM
Rose Hiscock
Sophie Gannon
Vivien Anderson
Olivia Radonich
Anna Waldmann
Stuart Hamilton AO
Justin Homer
Joanna Strumpf
Prof. Brian Martin

Kings Council at Victorian Bar
Owner/Director, Anna Schwartz Gallery
Founder/Creative Director, Studio Round
Founder/Director, FJM Property and Fini Group
Director of Museums and Collections, University of Melbourne
Owner/Director, Sophie Gannon Gallery
Owner/Director, Vivien Anderson Gallery
Owner/Director, ReadingRoom
Director, Art Advisory
Public Policy Consultant, Council Member, Deakin University
Partner, PriceWaterhouseCooper
Co-Owner/Co-Director, Sullivan+Strumpf
Associate Dean, Indigenous, Monash University Art, Design and Architecture

FIRST PEOPLES ADVISOR

N'arweet Carolyn Briggs AM

Founder and Chair, Boon Wurrung Foundation



1301SW (Naarm/Melbourne),
Melbourne Art Fair 2022



TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In these terms the following words will have the following meanings:

“Application Form” means the application form included in the Information Pack or otherwise made available to the Exhibitor by which the Exhibitor applies to the Organiser for Space at the Exhibition.

“Exhibition” means the exhibition, Melbourne Art Fair, referred to in the Information Pack to be held on the dates and at the locations set out in the Information Pack or any such other dates and locations nominated by the Organiser in accordance with the Terms;

“Exhibitor Manual” means the manual produced by the Organiser containing such regulations and requirements as the Organiser may deem reasonable relating to the Exhibition, the Venue, and the Exhibitor’s attendance and conduct at the Exhibition and includes any amendments or variations to it made by the Organiser from time to time;

“Fee” means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space being:

	\$ / SQM
25 SQM	\$490
50 SQM	\$500
75 SQM	\$510
100 SQM	\$520
25 SQM Young Galleries	\$320

“Force Majeure Event” means one or more of the following causes which renders performance impossible, impracticable, or unsafe which is beyond the Organiser’s reasonable control: fire; threat or act of terrorism; riot or other form of civil disorder in, around, or near the Venue; strike, lockout, or other forms of labour difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; epidemic, pandemic or similar biological threat; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within reasonable control; inclement weather; damage to or destruction of the Venue; cancellation or breach of contract by the Venue (or the legal entity contracting on behalf of such Venue) or any similar cause beyond the reasonable control of the Organiser.

“Information Pack” means the brochure titled Gallery Information Pack which includes a copy of these terms and conditions and other relevant information about the Exhibition;

“Organiser” means the Melbourne Art Foundation Ltd (ACN 104 671 589);

“Prescribed rate” means the rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) from time to time;

“Space” means the floor space at the Exhibition licensed by the Organiser to the Exhibitor;

“Stand” means any structure, platform, or other erection located in the Space for the Exhibitor’s purpose;

“Terms” means these terms and conditions together with the Application Form and the Exhibitor Manual; and

“Venue” means the venue at which the Exhibition takes place.

2. AGREEMENT

2.1. The Terms shall govern the provision of the Space by the Organiser to the Exhibitor to the exclusion of any other terms and conditions.

2.2. A binding contract shall come into existence between the Exhibitor and the Organiser upon the Organiser providing notification in writing to the Exhibitor of the successful acceptance of the Application Form.

2.3. Other than as set out in the Terms, no changes to these terms and conditions or Application Form shall be valid unless in writing and signed on behalf of the authorised representatives of both the Exhibitor and the Organiser. For the avoidance of doubt, the Organiser may amend in its absolute discretion the Exhibitor Manual and the Information Pack from time to time.

2.4. If there is any inconsistency between these terms and conditions and the Application Form, the these terms and conditions will take precedence.

3. FEE

The Exhibitor shall promptly pay the Fee by instalments as follows:
35% of the Fee on or before 12 June 2023
40% of the Fee on or before 13 November; and
25% of the Fee on or before 11 December 2023.

3.2. The Exhibitor shall, in addition to the Fee, upon request by the Organiser promptly pay for all amounts of charges relating to the Exhibitor’s participation in the Exhibition in accordance with the Exhibitor Manual and in respect of all goods and services supplied or procured by the Organiser at the request of the Exhibitor.

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

3.4. If the Fee is not paid when due in accordance with the Terms, then without prejudice to the other rights or remedies of the Organiser:

3.4.1. the Exhibitor shall be liable to pay interest on the overdue amount at the Prescribed Rate, 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. the Exhibitor shall be liable for the Organiser’s incidental costs of collection and recovery of amounts due, including but not limited to solicitors’ costs and disbursements on a full indemnity basis before and, if applicable, after commencement of legal proceedings.

4. CANCELLATION AND REDUCTION OF SPACE

4.1. Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by registered post (“Cancellation Notice”), cancel its booking and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

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

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

4.4. Upon cancellation in accordance with Clause 4.1 or reduction of Space in accordance with Clauses 4.2 and 4.3, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

Date of Cancellation Notice or Reduction Notice	Cancellation	Reduction
Up to and including 11 June 2023	35% of the Fee	35% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced
12 June 2023 to 12 November 2023	75% of the Fee	75% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced
On or after 13 November 2023	100% of the Fee	100% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced

4.5. Upon accepting the Cancellation Notice or Reduction Notice, the Organiser may resell or reallocate the cancelled Space, without any obligation to refund any cancellation fees or account to the Exhibitor for income from reselling or reallocating the cancelled Space.

5. OCCUPATION OF SPACE

5.1. The Exhibitor shall occupy the whole of its allocated Space at the commencement of the exhibition and for the entire duration of the opening hours of the Exhibition.

5.2. The Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it.

5.3. The Exhibitor shall occupy the Space as the Organiser’s licensee and shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space.

5.4. The Exhibitor’s Stand shall be constructed in accordance with the regulations set out in the Exhibitor Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of the construction of the Stand.

5.5. The location of the Space shall be provisional and subject to change prior to the Exhibition. The Organiser shall be entitled to relocate the Exhibitor’s space at any time prior to the Exhibition and if necessary, reduce the Space allocated provided that a rebate of the Fee is granted to the Exhibitor pro rata to the reduction of the Space.

5.6. The Exhibitor shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with the Organiser’s request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organiser against any losses, costs incurred as a result of the Exhibitor’s failure to vacate.

5.7. The Exhibitor acknowledges and agrees that the Space provided may vary by up to 2 square metres from the Space set out in the Application Form and, in the case of such variation, the Exhibitor shall not be entitled to a refund of any portion of the Fee.

6. EXHIBITOR’S OBLIGATIONS

6.1. The Exhibitor shall not supply from the Stand or elsewhere at the Exhibition any food, drink or tobacco.

6.2. At the Exhibition the Exhibitor shall only conduct its business from the Stand and may not display or distribute its promotional materials or articles of any kind other than from its Stand.

6.3. The Exhibitor shall observe and comply with the Exhibitor Manual at all times.

6.4. The Exhibitor shall ensure that it does not infringe the rights of any third party in connection with its attendance at and participation in the Exhibition.

6.5. The Exhibitor shall indemnify the Organiser and hold the Organiser and its respective officeholders, agents, employees, shareholders, partners, and independent contractors from and against all claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable fees of attorneys and other professionals (collectively, “Claims”) relating to or resulting from:

6.4.1 the breach of any representation, warranty, term, condition or undertaking of the Terms by the Exhibitor or its employees, agents, contractors or invitees;

6.4.2 the Exhibitor’s use of the Space or participation in the Exhibition; and

6.4.3 any act or omission of the Exhibitor and its employees, agents, contractors and invitees, except to the extent that any such Claims are caused by or contributed to by any act or omission of the Organiser.

7. LIABILITY AND INSURANCE

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

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

7.1.2. the supply to the Exhibitor of any goods or services by any third parties at or in connection with the Exhibition including the operator and owner of the Venue, their designated contractors and the Organiser's contractors.

7.2. Subject to Clause 7.3 the Organiser's liability shall be limited as follows:

7.2.1. the Organiser's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and

7.2.2. the Organiser shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

7.3. Nothing in these Terms shall exclude or in any way limit the liability of the Organiser for fraud or for death or personal injury caused by its negligence or for any other liability to the extent that the same may not be excluded or limited as a matter of law.

7.4. The Organiser shall not be responsible for a failure to comply with its obligations under or in connection with this agreement and shall not be liable for any delay, damage or loss suffered by the Exhibitor or any third party to the extent that it is caused by or in connection with a Force Majeure Event.

7.5. The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser. Without prejudice to the other provisions in this Clause 7, in the event of the Organiser having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or 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.

7.6. To the maximum extent permitted by law the Organiser excludes all representations, warranties, guarantees or terms (whether express or implied) other than those expressly set out in the Terms.

8. TERMINATION

8.1. The Organiser may terminate the agreement between the parties immediately by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:

8.1.1. commits a material or persistent breach(es) of the Terms and, having received from the Organiser a notice giving particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);

8.1.2. becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

8.1.3. ceases, or threatens to cease to carry on business; or

8.1.4. in the course of preparation for the Exhibition or during the Exhibition, acts in violation of the law, including but not limited to performing any act or committing an omission which is or is likely to infringe the rights of any third party.

8.2. The Organiser may terminate the agreement between the parties without cause and for any reason whatsoever upon providing at least fourteen (14) days' notice in writing to the Exhibitor.

8.3. In the event that the Organiser exercises its right to terminate this agreement, the license of the Space granted to the Exhibitor shall cease and:

8.3.1. where the agreement is terminated in accordance with Clause 8.1, the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

8.3.1.1. where the termination occurs on or before 11 June 2023, 35% of the Fee;

8.3.1.2. where the termination occurs between 12 June 2023 and 12 November 2023 (inclusive), 75% of the Fee; or

8.3.1.3. where the termination occurs on or after 13 November 2023, 100% of the Fee; or

8.3.2. where the agreement is terminated in accordance with Clause 8.2, the Organiser shall refund the Fee to the Organiser within thirty (30) days of the date of termination.

8.4. The Organiser shall be entitled to immediately and without notice remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organiser considers such removal or exclusion to be in the interests of the Exhibition. In the event that the Exhibitor is excluded from the Venue pursuant to this Clause, the Fee shall be forfeited to the Organiser as liquidated damages and not as penalty.

9. VARIATIONS TO EXHIBITION

9.1. The Organiser may vary the Exhibition in any way if it considers, in its absolute discretion, it is necessary or desirable to do so. Such variations may include, without limitation, the dates, duration or opening times of the Exhibition; the Venue; the activities, exhibitors, layout, facilities or schedule at or of the Exhibition; and the theme, style or content of the Exhibition. If the dates of the Exhibition are varied, the Organiser may, acting reasonably, amend the dates referred to in clauses 4.4 and 8.3 of these terms and conditions and the dates in the key terms section of the Information Pack. The Organiser shall provide the Exhibitor with written notice of any variation to the dates or Venue of the Exhibition, or the dates referred to in clauses 4.4 and 8.3 of these terms and conditions or the key terms section of the Information Pack.

9.2. The Organiser may vary the Information Pack at any time in its absolute discretion.

10. GST

9.1. GST means any tax calculated by reference to the value of goods and services provided, calculated and levied at the point of sale or supply of the goods or supply of the services and the 'GST Act' means the Act of Parliament entitled 'A New Tax System (Goods and Services Tax) Act 1999'. Save for defined terms in these terms and conditions, capitalised expressions set out in this clause 9 bear the same meaning as those expressions in the GST Act.

9.2. Except where express provision is made to the contrary and subject to this paragraph 9, any amount that may be payable under these terms and conditions is exclusive of any GST. If the Organiser makes a Taxable Supply in connection with these terms and conditions for a Consideration which represents its Value, then the Exhibitor must also pay, at the same time and in the same manner as the Consideration otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1. The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition and during any period the Exhibitor is granted access to the Venue in connection with the Exhibition, including without limitation, all fire and health and safety regulations, the law in relation to copyright and intellectual property, the rules and regulations set out in the Exhibitor Manual, and any additional rules imposed by the operator or owner of the Venue or the government from time to time.

10.2. The Exhibitor shall not use, and shall not allow its employees, agents, contractors or invitees use any flammable materials for building, decorating, furnishing or covering the Stand or any part of the Stand.

10.3. The Exhibitor shall not bring, and not allow its employees, agents, contractors or invitees bring any explosives, detonating or fulminating compounds or other dangerous materials into the Venue.

11. LAW AND JURISDICTION

11.1. These terms and conditions shall be construed in accordance with the laws of Victoria and any dispute or court proceedings must be heard in the state of Victoria or any other jurisdiction chosen by the Organiser.

12. NOTICES

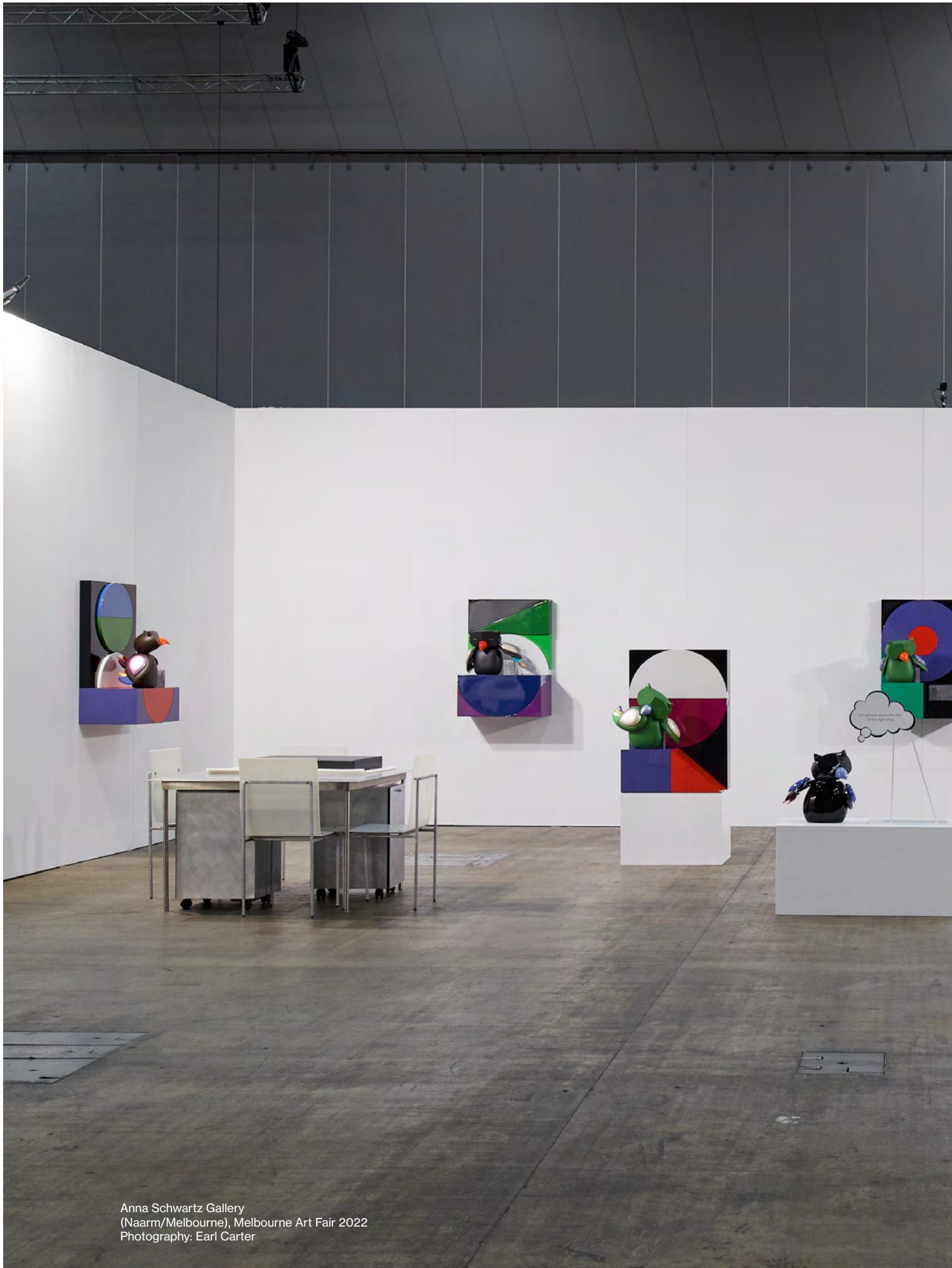
12.1. Unless the Terms provide otherwise, all notices and other communication with these Terms shall be sent by registered post, airmail, courier, or fax to the address as specified for each party in the Application Form or to such other address as either party may notify for such purpose. Communications may be sent by email with the knowledge and written consent of the recipient.

13. GENERAL

13.1. The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such form or right and shall in no way affect that party's right later to enforce or exercise the term or right.

13.2. The invalidity or unenforceability of any terms of or right arising pursuant to those Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

13.3. The Terms constitute the entire agreement and understanding between the parties with respect to its subject matter supersedes any prior agreement, understanding or arrangement between the parties whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in these Terms.



Anna Schwartz Gallery
(Naarm/Melbourne), Melbourne Art Fair 2022
Photography: Earl Carter



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