

**GALLERY
INFORMATION
PACK**

**MELBOURNE
ART FAIR
20—23 FEB '25**

melbourneartfair.com.au/apply

AUSTRALASIA'S PROGRESSIVE FORUM FOR CONTEMPORARY ART AND IDEAS

“Melbourne Art Fair is back with a vengeance.”

Jan Minchin, Director, Tolarno Galleries, Naarm/Melbourne



Tolarno Galleries, Naarm/Melbourne
Melbourne Art Fair 2024, photography Griffin Simm

Melbourne Art Fair returns in the Australian summer, 20–23 February 2025 at the Denton Corker Marshall designed Melbourne Convention and Exhibition Centre, 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 over 4-days and facilitating an estimated AUD \$14.4M in artwork sales in 2024, the Fair will continue its lead role in the region for fostering the development of new audiences for contemporary art, further establishing Naarm/Melbourne as a global creative city and the art market capital of Australia.

60+ galleries

15,000+ visitors over 4 days

AUD \$14.4M in artwork sales

AUD \$100K+ in grants distributed each edition

1 major institutional commission

Marketing campaign reach over 14.3M

VIP Preview/Vernissage: Thursday 20 February 2025

Fair Dates: Friday 21 to Sunday 23 February 2025

Location: Melbourne Convention and Exhibition Centre

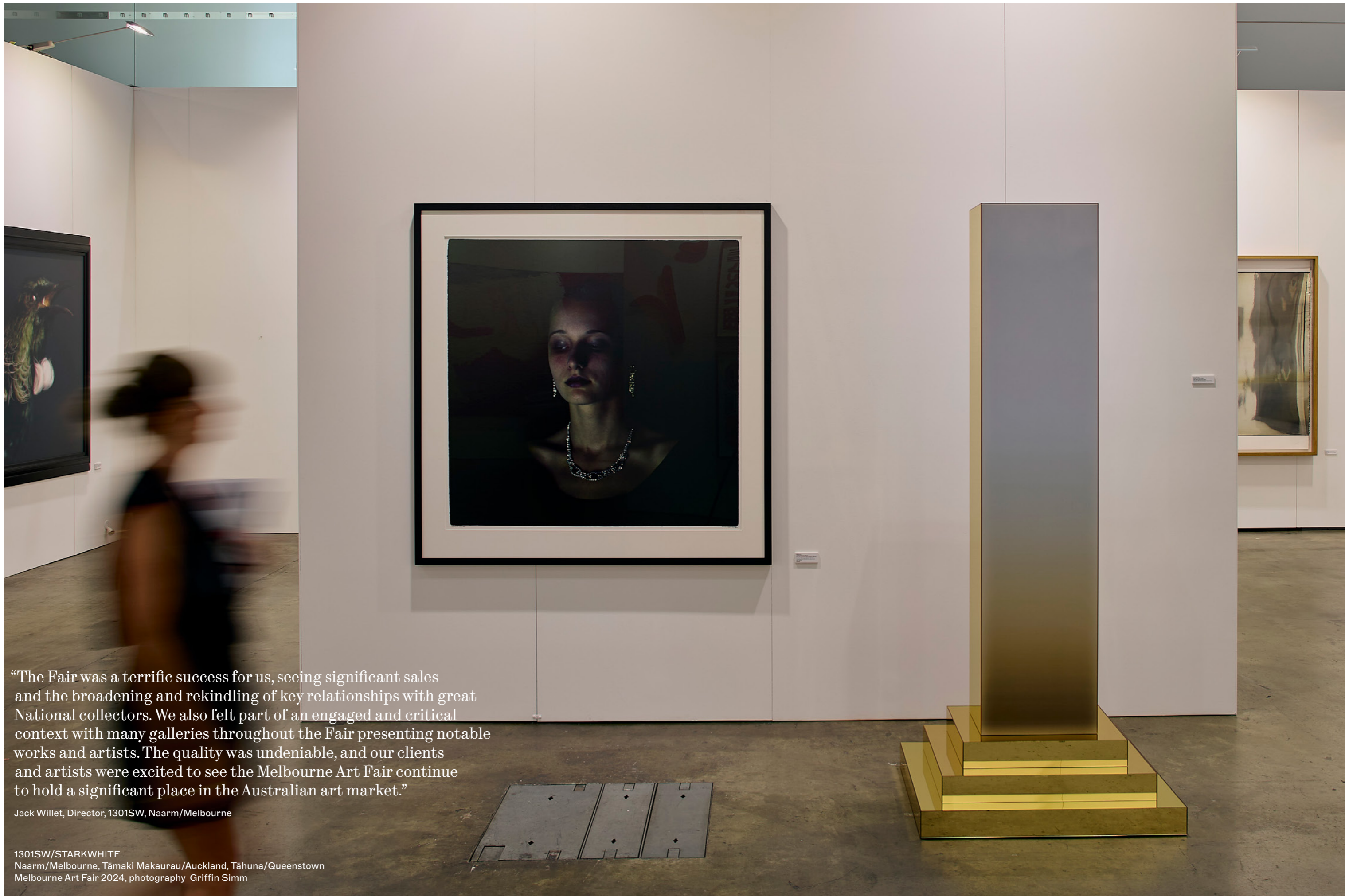
We acknowledge the Traditional Owners of the place now called Victoria, and all First Peoples living and working on this land. We recognise and celebrate the cultural heritage, creative contributions, and stories of the First Peoples of Victoria and Australia. We pay respect to Elders of today, emerging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

Government Partners



Foundation Partner





“The Fair was a terrific success for us, seeing significant sales and the broadening and rekindling of key relationships with great National collectors. We also felt part of an engaged and critical context with many galleries throughout the Fair presenting notable works and artists. The quality was undeniable, and our clients and artists were excited to see the Melbourne Art Fair continue to hold a significant place in the Australian art market.”

Jack Willet, Director, 1301SW, Naarm/Melbourne

1301SW/STARKWHITE
Naarm/Melbourne, Tāmaki Makaurau/Auckland, Tāhuna/Queenstown
Melbourne Art Fair 2024, photography Griffin Simm



“We always have a fantastic time at Melbourne Art Fair, and we are extremely proud to have attended all seventeen iterations of this prominent cultural event. The Fair presents an excellent opportunity to reconnect with many of our long-standing clients and to foster new relationships. Once again, we had a very successful fair including the acquisition of a major historical body of work into an important private foundation.”

Roslyn Oxley, Director, Roslyn Oxley9 Gallery, Gadigal Country/Sydney

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 Creative Australia 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 36 years.

Established in 2003, Melbourne Art Foundation is a nonprofit 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 \$1M in artist fees and grants and facilitated an estimated AUD \$70M in contemporary art sales at Melbourne Art Fair.

In 2025, Melbourne Art Foundation will award over AUD \$100,000 in artist fees to support the creation of new work, through its COMMISSION, VIDEO, BEYOND, and LIVE programs.



Lucy Guerin Inc., *NEWRETRO: REDUX*, Melbourne Art Foundation Commission
Melbourne Art Fair 2024, photography Griffin Simm

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.



Louise Paramor presented by Void_Melbourne (BEYOND), Naarm/Melbourne
Melbourne Art Fair 2024, photography Griffin Simm

COMMISSION

A major drawcard of Melbourne Art Fair is the Melbourne Art Foundation Commission, which in 2024 was produced in partnership with the Art Gallery of Western Australia.

The acquisitive commission in 2025 will be awarded to an artist represented by an exhibiting gallery, invited to realise an ambitious work to be unveiled at the Fair, later forming part of an Australian institution's permanent collection.

Previous partners in the program include AGWA, 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 Julie Rrap, Kaylene Whiskey, Ramesh Mario Nithiyendran, Ronnie van Hout, Michael Parekōwhai, David Griggs, Peter Hennessey, Jon Campbell, Ian Burns, and Mikala Dwyer.

BEYOND

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.

Galleries selected to participate in the sector receive a AUD \$2,000+GST grant. All other costs of participation, including but not limited to transport, insurance, installation, rigging and lighting, will be at the exhibitors' cost.

Applications for the sector are now open and close 31 May 2024. Successful galleries will be notified as to the outcome of their application August 2024.

VIDEO

Dedicated to the presentation of moving-image art from new and iconic contemporary artists, and presented on a large-format single channel LED screen (5m x 3m) at the Fair's entrance.

Galleries selected to participate in the sector receive a AUD \$250+GST artist grant. All presentation costs will be covered by the Fair. Applications for the sector are now open and close 31 May 2024.

Successful galleries will be notified as to the outcome of their application August 2024.

LIVE

LIVE provides a commission opportunity for a critically significant performance to take place within the context of a major visual arts event.

Galleries, curators and arts organisations will be invited to submit live works for consideration by an independent curatorial panel appointed by the Melbourne Art Foundation. Applications for the LIVE commission will open in July 2024.

PROJECT ROOMS

A platform for artistic experimentation that provides independent arts organisations the opportunity to present research-driven presentations within an art fair context.

CONVERSATIONS

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.

VIP PROGRAM

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 2025. The Program will include invitation-only dinners, studio visits, private collection tours, exhibition openings, and private events.

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/Melbourne

APPLICATION INFORMATION

Melbourne Art Fair builds on the success of its 2024 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.

Owned and presented by the Melbourne Art Foundation, a nonprofit organisation in support of commercial galleries and their artists, Melbourne Art Fair booth fees are subsidised through Government grants and are more than 15% lower than other art fairs in the region.

HOW TO APPLY

Apply via online application form before Friday, 31 May 2024:
melbourneartfair.com.au/apply

For further information please contact:
 Maree Di Pasquale, CEO/Fair Director
 E: maree@melbourneartfoundation.com
 T: +61 410 425 780

Jodie Kras, Fair Manager
 E: jodie@melbourneartfoundation.com
 T: +61 400 877 775

GALLERIES

Solo presentations of new and iconic artists, and exceptional research-driven two-person shows and curated group exhibitions. Galleries applying with single-artist presentations are encouraged and will be given selection preference.

25 sqm	\$555 per/sqm	AUD \$13,875 +GST
50 sqm	\$565 per/sqm	AUD \$28,250 +GST
75 sqm	\$575 per/sqm	AUD \$43,125 +GST
100 sqm	\$585 per/sqm	AUD \$58,500 +GST

YOUNG GALLERIES

Galleries established in or after 2017 will be considered for 10 subsidised booths to be integrated throughout the Fair, placing young dealers alongside the most established gallerists from the region.

25 sqm	\$350 per/sqm	AUD \$8,750 +GST
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IMPORTANT DATES

Application Deadline	Friday 31 May 2024
Selection Notification	Friday 7 June 2024
Booth Fee Deposit (30% of total)	Monday 17 June 2024
Second Booth Fee Payment (40%)	Monday 23 September 2024
Final Booth Fee Payment (30%)	Monday 2 December 2024
Booth Additional Orders Payment	Monday 2 December 2024

BOOTH PACKAGE

<i>Included</i>	<i>NOT Included</i>
Standard package walling (3.6mH)	Additional walling
Standard lighting	Additional lighting
Booth signage	Electrical outlets
Gallery website profile	Furniture
Exhibitor passes	Secure artwork storage
VIP passes	(available onsite)
Vernissage tickets	Public Liability and Artwork
General tickets	Insurance
Artist passes	Shipping/freight
MAF Virtual Profile	Car parking
Access to shared Viewing Room	
Soft packaging storage	

SELECTION AND ELIGIBILITY CRITERIA

Solo presentations of new and iconic artists, and exceptional research-driven curated exhibitions will be accepted. Galleries applying with single-artist presentations are encouraged and will be given selection preference.

Galleries are permitted to propose multiple single-artist presentations within one booth, provided a minimum of 25sqm exhibition space is allocated for each artist.

Two person shows and curated group shows will be considered by the committee as special exceptions, and selection will be based on the curatorial strength of the proposal submitted.

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, past fair participation and any projects undertaken by the gallery globally. 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.

Joint applications are welcome, however must be made separately by both parties via the online application portal, and by both parties signing the Terms and Conditions. A minimum booth size of 50sqm is required for joint presentations. Galleries are permitted to show artists deceased within 40 years of the date of exhibition (20 February 2025) 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.

VENUE

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, the Australian Centre for Contemporary Art (ACCA), The University of Melbourne Southbank Campus, including 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 The Ritz-Carlton Melbourne, Crown Melbourne Hotels, The Langham, Pan Pacific Melbourne and the Novotel South Wharf.

Melbourne Convention and Exhibition Centre
2A Clarendon Street, South Wharf VIC 3006
Entrance via Clarendon Street, Door 1



THE ORGANISERS

Established in 2003, Melbourne Art Foundation is a nonprofit 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 now annual Melbourne Art Fair (established 1988) and, produced in partnership with the National Gallery of Victoria, the biennial Melbourne Design Fair (established 2022).

CEO & FAIR DIRECTOR

Maree Di Pasquale

DIRECTOR, OPERATIONS AND EVENTS

Mary Wenholz

FAIR MANAGER

Jodie Kras

VIP & PROGRAM MANAGER

Holly Campbell

DIRECTOR, MARKETING AND PARTNERSHIPS

Erin Hodge

DIGITAL CONTENT COORDINATOR

Cristina Ulloa Sobarzo

melbourneartfair.com.au/key-people

MELBOURNE ART FOUNDATION BOARD

Chair, Peter Jopling AM, KC Company Director and Philanthropist
Michaela Webb Founder/Creative Director, Studio Round
Adrian Fini OAM Founder/Director, FJM Property and Fini Group
Rose Hiscock Director of Museums and Collections, University of Melbourne
Nicholas Thompson Owner/Director, Nicholas Thompson Gallery
Vivien Anderson Owner/Director, Vivien Anderson Gallery
Andrew Jensen Owner/Director, Fox Jensen Gallery/Fox Jensen McCrory
Alice Wells Director, Lempriere Wells
Joanna Strumpf Co-Owner/Co-Director, Sullivan+Strumpf
Prof. Brian Martin Associate Dean, Indigenous, Monash University Art, Design and Architecture
Andrew Kirk Director, Mister Kirky Press Office
Alan Pigott Company Director and Philanthropist

FIRST PEOPLES ADVISOR

N'arweet Carolyn Briggs AM
Founder and Chair, Boon Wurrung Foundation



The Renshaws', Meanjin/Brisbane
Melbourne Art Fair 2024, photography Griffin Simm

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	\$555
50 SQM	\$565
75 SQM	\$575
100 SQM	\$585
25 SQM Young Galleries	\$350

“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;

“Booth” 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, these terms and conditions will take precedence.

3. FEE

The Exhibitor shall promptly pay the Fee by instalments as follows: 30% of the Fee on or before 17 June 2024 40% of the Fee on or before 23 September 2024; and 30% of the Fee on or before 02 December 2024.

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 22 September 2024	30% of the Fee	30% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced
23 September to 1 December 2024	70% of the Fee	70% 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 2 December 2024	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 Booth 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 Booth.

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 Booth or elsewhere at the Exhibition any food, drink or tobacco.

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

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 22 September 2024, 30% of the Fee;

8.3.1.2. where the termination occurs between 23 September 2024 and 1 December 2024 (inclusive), 70% of the Fee; or

8.3.1.3. where the termination occurs on or after 2 December 2024, 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 3.1, 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 3.1, 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

10.1. 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 10 bear the same meaning as those expressions in the GST Act.

10.2. Except where express provision is made to the contrary and subject to this paragraph 10, 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.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1. 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.

11.2. 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 Booth or any part of the Booth.

11.3. 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.

12. LAW AND JURISDICTION

12.1. 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.

13. NOTICES

13.1. 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.

14. GENERAL

14.1. 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.

14.2. 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.

14.3. 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.



Darren Knight Gallery, Gadigal Country/Sydney
Melbourne Art Fair 2024, photography Griffin Simm

MELBOURNE ART FAIR 20—23 FEB '25

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