

GENERAL TERMS AND CONDITIONS (UPDATED NOVEMBER 2020)

ARTICLE 1 DEFINITIONS

1.1 In these Terms and Conditions, the following words will have the following meanings:

Stand Rental Agreement refers to the Stand Selection Application and Application form, together with the Terms and Conditions set forth herein.

Fee means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown on the Stand Rental Agreement.

Exhibitor means the company, person, organization or other entity identified by the Stand Rental Agreement as the party making the application for Space at the fair.

Exhibitor Manual means the handbook produced by the Organiser containing such regulations as may deem reasonable to the Organiser relating to the fair, the Venue and the Exhibitor's attendance and conduct at the fair.

Organiser means Ramsay Fairs LLC, VOLTA Art Fair and their successors and assigns. Space means the area of the floor space at the fair licensed by the Organiser to the Exhibitor.

Stand means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition.

Terms means these terms and conditions together with the contents of the Exhibitor Manual.

Venue means the events location where the fair takes place.

1.2 References to Clauses shall be to clauses of these Terms.

ARTICLE 2 AGREEMENT

2.1 These 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 Accepting these terms forms a binding contract between the Exhibitor

and the Organiser.

2.3 The Organiser reserves the right at any time to issue additional or other Terms and Conditions for exhibiting at a Fair or to alter the Fair exhibition hours or logistical arrangements.

2.4 Participation is in all cases subject to written acceptance by the Organiser. The Organiser reserves the right to accept or reject any application.

ARTICLE 3 CODE OF PRACTICE

3.1 The Exhibitor shall occupy the whole of its allocated stand at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition.

3.2 The Exhibitor may not share a Stand without prior authorisation from the Organiser, nor may they sublet a Stand. Exhibitors sharing booths will be jointly liable to the Organiser

3.3 The location of the Stand is provisional and subject to change prior to the Fair. The Organiser is entitled to relocate the allocated Stand at any time and, if necessary, reduce the size of the allocated Stand provided that a pro-rata reduction of the Fee is granted to the Exhibitor.

3.4 The Exhibitor shall vacate the entire venue at the end of the period of the Fair or otherwise in accordance with the Organiser's request. In the event that the Exhibitor fails to vacate the Venue, it shall indemnify and keep indemnified the Organiser against any losses or costs incurred as a result of the Exhibitor's failure to vacate.

3.5 The Exhibitor shall indemnify the Organiser and hold the Organiser harmless against all loss, damages claim and costs resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its employees, agents, contractors and invitees, including non-compliance with applicable Data Protection Law.

3.6 During the Fair the Exhibitor shall only

conduct their business from the Stand and may not display or distribute promotional publications or material of any kind other than from the Stand.

3.7 The Exhibitor shall observe and comply with the Exhibitor Manual at all times, with particular attention paid to the Exhibiting Criteria and the on-site Fire Regulations. If the exhibitor fails to comply with the Code of Practice or any other regulations, the Organiser may terminate the contract and exclude the Exhibitor from the Fair.

ARTICLE 4 PAYMENT CONDITIONS

4.1 The Organiser will allocate space based on the requests of the Exhibitor to the best of their ability. No guarantees are offered that the Exhibitor will be given a particular stand.

4.2 The deposit fee per fair will be refunded if a stand cannot be agreed between the Organiser and the Exhibitor.

4.3 Once stand allocation or application acceptance has been agreed for each fair and is confirmed through a written communication to the Exhibitor from the Organiser, payment for the stand rental will be due in two instalments as outlined in your invoice.

4.4 Payment for stand extras ordered are due on receipt of invoice.

4.5 Should the Exhibitor fail to pay their invoices by the due dates, as published on the invoices, the Organiser reserves the right to cancel this agreement and reallocate the stand to another exhibitor.

4.6 The Organiser shall also be entitled to charge interest at the rate of 5% on any amount unpaid from the due date until payment is made in full.

4.7 Exhibitor shall be liable for the Organiser's reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorneys fees and disbursements before and after commencement of legal proceedings.

ARTICLE 5 LOCAL SALES TAXES

5.1 It is in the responsibility of the Exhibitor to make the appropriate charges, payments and filings pertaining to local sales taxes with the relevant local tax authorities. The Organiser bears no responsibility for the failure of the Exhibitor to comply with legal requirements.

ARTICLE 6 CANCELLATION AND REDUCTION OF SPACE

6.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered by email to the Organiser ('the Cancellation Notice'), cancel their booking in accordance with the schedule set forth in Clause 6.4. below. The parties agree that the Organiser is irreparably harmed by cancellations as it may incur costs and loss. The Exhibitor acknowledges that the Organiser 'curates' the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor's experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 6.4 is a reasonable measure of such damages and is fair.

6.1.1 In the event of government restrictions being introduced within 8 weeks of the fair that either prohibit the Exhibitor entering the country that the Fair is taking part in, or impose quarantine restrictions, the Exhibitor is entitled to a full refund or the option to roll over their funds to another Fair of their choice (subject to availability) within a six month period of the Fair.

6.2 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by email, apply to reduce the size of the Space. The Organiser shall, in their sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice

6.3 In the event that the Organiser accepts the Reduction Notice, the booking of the Space that is the subject of 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 6.4.

6.4 Upon cancellation in accordance with Clause 6.1 or reduction of the Space, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

- 8 weeks prior to the fair:
50% of the total stand fee
- Less than 8 weeks prior to the fair:
100% of the total stand fee plus all other costs that may have been incurred by the Organiser in connection with this agreement.

6.5 Upon accepting the Cancellation Notice or Reduction Notice, the Organiser may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

6.6 In the event of the Fair being postponed or abandoned through circumstances beyond the Organiser's control (Force Majeure), the Organiser will use any payments made as down payment for a subsequent Fair of the Exhibitor's choice (subject to availability), within a six month period of the date of postponement/abandonment, or to request a full refund.

ARTICLE 7 LIABILITY AND INSURANCE

7.1 All Exhibitors must obtain their own insurance against all relevant risks. In any event, each Exhibitor must hold: Public Liability policy of insurance to cover its legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/or damage to their property at the venue for a limit of at least £2,000,000 or the equivalent in the currency local to the relevant Fair.

7.1.1 If the Exhibitor is unable to confirm that they have this insurance in place by providing a copy of their own policy by the deadline stated in the Exhibitor Manual, then the Organiser will automatically enrol

the Exhibitor into the Ramsay Fairs Gallery Insurance Policy and charge the appropriate fee as outlined in the Exhibitor Manual.

Please note that the above cover is only for public liability insurance and it will not cover the Exhibitor's artworks

7.2 The Exhibitor must arrange their own insurance cover for artwork, equipment and fittings both in transit and on site for the duration of the fair.

7.3 The Organiser recommends that the Exhibitor arrange their own abandonment and cancellation insurance.

7.4 The organisers will not be responsible for any losses, costs or expenses incurred as a result of any underinsurance.

7.5 Subject to Clause 7.7, the Organiser shall not be responsible for:

7.5.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

7.5.2 the supply to the Exhibitor of any goods or services by any third parties at the fair, including the operator and owner of the Venue, designated contractors and the Organiser's contractors.

7.6 Although all reasonable precautions shall be taken, subject to Clause 7.8. the Organiser's liability shall be limited as follows:

7.6.1 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

7.6.2 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.

7.7 Nothing in these Terms shall exclude or in any way limit the liability of the Organiser in a manner contrary to law.

7.8 The Organiser shall not be liable for any delay or damage or loss caused by Force Majeure or other event, fact or circumstance beyond the Organiser's reasonable control.

7.8.1 Force Majeure Events include and are not limited to adverse weather conditions (including without limit high winds and or

rain), war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, acts of government, plagues or epidemics including COVID-19, threats and acts of terrorism, inevitable accident, the non-availability of the Fair premises and in the UK the demise of a member of the Royal Family, and the associated period of national mourning.

7.9 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser. Without prejudice to the foregoing 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 all 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.

ARTICLE 8 TERMINATION OF CONTRACT

8.1 The Organiser may terminate this contract forthwith 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 any of the 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 do so.

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 of arrangement with its creditors or takes or suffers any similar action in consequence of

its debt; or

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

8.1.4 in the course of preparation for the Fair or during the Fair, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.

8.2 In the event that the Organiser exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as outlined in clause 6.4.

8.3 The Organiser shall be entitled to 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 Fair, the venue or the other exhibitors or visitors at the Fair. In such an event, the Fee shall be forfeited to the Organiser as liquidated damages (and not as penalty).

ARTICLE 9 CONTRACTUAL TERMS

9.1 The failure of either party to enforce any terms of or right as detailed in the Exhibitor Contract does not constitute a waiver of such term of right, and shall on no way affect that party's right to enforce or exercise the term or right at a later date.

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

9.3 These Terms constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, 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 remedies shall be for breach of contract as provided in the these Terms.

9.4 Subject to the definition of 'Organiser' pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit to enforce any of the Terms whether pursuant to any statute or otherwise.

ARTICLE 10 COMPLIANCE WITH LAWS AND REGULATIONS

10.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Stand and the Exhibitor's attendance at the fair, including without limitation, all local laws and fire and safety regulations, 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.

10.2 All materials used for building, decorating and covering the Stand or forming part of the Stand must be inflammable.

10.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the fair by or on behalf of the Exhibitor.

ARTICLE 11 LAW AND JURISDICTION

11.1 These Terms shall be governed in all respects by the laws and the courts relevant to the local jurisdiction of the Fair and shall have exclusive jurisdiction to deliberate any disputes between the parties:

f Ramsay Fairs LLC: United States of America
f Ramsay Fairs Ltd: Switzerland

ARTICLE 12 NOTICES

12.1 Save in relation to Clause 6, all notices and other communications served pursuant to or in connection with these Terms shall

be sent by first class post, airmail, courier or email to the address as specified in the Stand Rental Agreement for each party or to such other address as either party may notify for such purpose.

12.2 Subject to Clause 6, notices shall be deemed served in accordance with the following:

12.2.1 if sent by first class post to an address within the country related to the relevant Fair, three working days after posting and if sent elsewhere, seven working days after posting;

12.2.2 if sent by courier or overnight mail, on confirmed delivery.

12.2.3 Service of process. In the event of a legal dispute, the parties consent to accept service of process by overnight mail service such as FEDEX and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered.

ARTICLE 13 **USE OF IMAGES IN PR**

13.1 Any artwork images submitted by the Exhibitor to the Organiser may be used as part of the publicity for future Organiser events. Both the artist and the Exhibitor will be credited where possible.

13.2 The Exhibitor is responsible to certify that the artist has authorised the use of his / her artwork images before submitting to the Organiser in accordance with local copyright laws.

ARTICLE 14 **MODERN SLAVERY ACT**

14.1 In performing its obligations under the agreement, the Fair shall and shall ensure that each of its subcontractors shall:

14.1.1 comply with all applicable laws, statutes, regulations in force from time to time, including, but not limited to the United Kingdom Modern Slavery Act 2015; and

14.1.2 take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or Subcontractors supply chains or in any part of their business.

ARTICLE 15 **UK BRIBERY ACT**

15.1 None of the Fair, nor to the knowledge of the Fair, any director, officer, agent, employee, affiliate or other person acting on behalf of the Fair or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the 'UK Bribery Act') and the U.S. Foreign Corrupt Practices Act of 1977 (the 'FCPA'). Furthermore, the Fair and, to the knowledge of the Fair, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.