

# TERMS AND CONDITIONS

## DEFINITIONS and BACKGROUND

- (A) ARTROOMSFAIR Ltd is the Organiser (“**Organiser**”) of ARTROOMS ROMA- INTERNATIONAL CONTEMPORARY ART FAIR
- (B) ARTROOMS ROMA - INTERNATIONAL CONTEMPORARY ART FAIR (“**Event**”) will take place at THE CHURCH PALACE HOTEL (Via Aurelia, 481, 00165 Roma RM, Italy) on Friday 22nd March 2019, Saturday 23<sup>th</sup> March 2019 and Sunday 24<sup>th</sup> March 2019 and the Sculpture Park will be on for a 3 months period.
- (C) “**Exhibitor**” means the applicant who is selected by the Selection Committee.

## NOW IT IS HEREBY AGREED AS FOLLOWS

By applying online to ARTROOMS FAIR ROMA 2019, if selected, the applicant accepts to be an Exhibitor during the Event, and the Exhibitor is officially accepted into the Event by the Organiser. The Exhibitor is committed to a legally binding agreement with the Organiser and agrees to the terms laid out in this contract in regards to the Event.

### 1.0 APPLICATION PROCESS and REQUIREMENTS

- 1.1 To apply to Artrooms Fair ROMA, artists MUST be free from any exclusivity agreement with Italian based galleries.
- 1.2 Artists selected for the Sculpture Park are not required to attend the fair. For the Sculpture Park Section, artists are responsible for the set up and take down of their work.
- 1.3 Artists from all backgrounds and media can apply to Artrooms Fair ROMA.
- 1.4 Applications will be reviewed by the Artrooms Fair Selection Committee.

### 1.0 EXHIBITION SPACE

- 1.1 The Exhibitor agrees not to assign or sublet any space allocated to him/her (or any part of it) to another party, not to display or advertise goods or services other than those manufactured or carried by him/her in the normal course of business.

### 2.0 SET-UP AND TAKE-DOWN

- 2.1 The Exhibitor is responsible for setting up and taking down securely its own work. Any damages or accidents that happen are the responsibility of the Exhibitor. The Organiser or third parties cannot be held liable
- 2.2 The set up for the Sculpture Park is allowed from the 21<sup>st</sup> of March 2019.
- 2.3 The take down for the Sculpture Park will take place at the end of the Exhibition period.
- 2.4 After take down, the Exhibitor must take the unsold work back including packaging. The Exhibitor must leave the ~~rooms~~ exhibiting space in the same conditions as he has found it at arrival.

### 3.0 STORAGE

- 3.1 The Organiser has the use of a storage space at the venue available to Exhibitors, where they may keep personal belongings and art packaging at their own risk.

### 4.0 LIABILITY and INSURANCE

- 4.1 The Organiser and third parties cannot be held liable for any accidents, damages or theft that might happen to the premises of The Church Palace Hotel, where the Event will be held.
- 4.2 The person that is responsible to any damage, accidental or on purpose, to the venue of The Church Palace Hotel or to the exhibition walls or to material provided by the Organiser will be held liable, and will be charged for the damages.
- 4.3 Care should be taken to avoid any damage to any part of the building. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.
- 4.4 In order to take part to the Event at The Church Palace Hotel, the Exhibitor will be required to fill a the Check-in form and Credit Card form complete with a photocopy of of credit/debit card and return it to the Organiser. No money will be deducted from the Exhibitor Credit Card. The Credit Card details will be used

# TERMS AND CONDITIONS

ONLY in case the Exhibitor causes any damages to The Church Palace Hotel in accordance with clauses 4.2 and 4.3 or if the Exhibitor benefits from Extras, like food and drinks from the fridge in the rooms or uses the room telephones.

4.5 If the Exhibitor does not want to post details of his/her credit/debit card, he/she can hand the fill credit card form and photocopy of credit/debit card to the Organizer when he/she arrives for the set up.

4.6 It is compulsory for the Exhibitor to fill in the Credit Card form and to give photocopy of his/her credit/debit card either by post or in person. If the Exhibitor does not provide these documents, the room key won't be provided and the Exhibitor won't be able to take part to the Event. As set out in clause 4.4 money will be deducted using the credit/debit card details provided ONLY in the event of damages or benefit of Extras.

4.7 The Organisers cannot be held responsible for any loss, theft or damage to Exhibitors' works or personal possessions. Any claims for personal injury or damage to property by third parties or employees cannot be made to the Organizer or third party.

4.8 The Exhibitor is responsible for being covered by all risk insurance. The Exhibitor is responsible for own insurance (theft and damage) of their artworks, public liability and third party.

4.9 The Exhibitor is responsible for all costs of insurances: travel insurance, insurance of their artworks to and from the showcase venue, and throughout the Event.

## **5.0 SECURITY**

5.1 The Exhibitor will be exhibiting in a secure environment; however, both The Church Palace Hotel and the Organizer are unable to accept responsibility for lost or damaged works, and/or personal injury.

5.2 The Organizer has arranged security staff at the Event, but are not liable or responsible in case any theft or any damage may occur.

5.3 Security staff will be on duty throughout the period of tenancy of the Event but shall be under no liability for loss, damage or theft.

## **6.0 COSTS and EXPENSES**

6.1 The exhibition space is offered free of charge to the Exhibitor for the duration of the Event.

6.2 The Exhibitor is responsible for any costs for shipping the artworks to the venue and to ship back the unsold works. The Exhibitor is also responsible to insure the artworks when in transit to the venue and back. Neither the Organizer nor The Church Palace Hotel can be held responsible for damaged or lost goods in transit.

6.3 The Exhibitor is responsible for his/her own travel costs to the venue and back

6.4 VERY IMPORTANT Note for Exhibitors shipping artworks from outside Europe:

When artworks are shipped from outside Europe to Italy, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers must be filled accordingly. Neither the Organizer nor The Church Palace Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.

6.5 The Exhibitor is responsible for any other additional expenses incurred such as framing, hanging material, art supplies, parking, postage costs, and other unforeseen costs for the Exhibitor, throughout the Event, before the Event, whilst in transit, whilst in storage, throughout the duration of the Event, including set-up and take down.

## **7.0 ARTWORKS**

7.1 The work must be original.

7.2 The work displayed must be for sale.

7.3 By submitting artworks the Exhibitor agrees the works are the original works of the exhibiting artist and do not infringe the copyright or other intellectual property rights of any third parties.

7.4 The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any

# TERMS AND CONDITIONS

materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

7.5 All works must be presented with a Certificate of Authenticity.

## 8.0 SALES

8.1 Organiser will act as Agent during the Event and will buy the Artwork from the Exhibitor and simultaneously resell it to the buyer willing to make the purchase.

8.2 During the Event all sales of artworks will be processed EXCLUSIVELY by the Organiser. The Exhibitors cannot accept any direct payments from buyers, including cash payments.

8.3 The Organiser is entitled to keep a commission on the sale of artworks calculated as 30% of the selling price of the sold artworks.

8.4 The Exhibitor is entitled to receive a payment on the sale of artworks during the Event calculated as 70% of the selling price of the sold artworks.

8.4.1 If the payment to the Exhibitor will be made into a non-UK bank account, international transaction fee will be deducted from the due amount to cover the such bank fee.

8.4.2 Terms of payment: The Organiser will remit the payment due to the Exhibitor (as per clauses 8.4 and 8.4.1) within 30 days after the closure of the Event. In order to have the payment processed, the Exhibitor will provide the Organiser with an invoice with his bank account details.

8.5 Exhibitor is responsible for paying taxes and VAT on his commission (as per clause 8.4) as requested by his country. Organiser is only responsible for paying taxes and VAT on its commission (as per clause 8.3).

8.6 The Organiser is VAT registered.

## 9.0 PRESENCE OF EXHIBITOR

9.1 The Exhibitors selected to exhibit their works at the Sculpture Park are not required to be present at the fair.

9.4 The Exhibitor, once selected, MUST sign the acceptance letter and confirm his/her participation at the fair.

## 10.0 GENERAL CONDITIONS

10.1 All Applicants must be at least 18 year old at the time of applying.

10.2 Artists who have taken part to 2 editions in a row (in the city), must wait one year before applying again. Still, they are allowed to apply to a different edition. i.e if they took part in Roma, they can only apply to London or any other edition and vice versa.

10.3 Application fees are not refundable.

10.4 All shipments of artworks to the venue have to strictly be made in accordance with clauses 6.2 and 6.4 and Attachment 1 of this Agreement. The Organiser cannot be held responsible for any payments, delay or stop of the artworks when shipped, in transit and at the customs.

10.5 Smoking is not permitted at the venue.

10.6 The Exhibitor should address any queries about the Event or venue directly to the Organiser. The Church Palace Hotel is not the organiser of ARTROOMS FAIR ROMA 2019 and all communication, issues or concerns should be corresponded to the Organiser on the day of occurrence. Any issues reported afterwards cannot be taken in consideration.

10.7 The Organiser sets the Terms and Conditions, also the place, the duration, the dates, the opening hours, and the ticket price of the Event and if necessary reserves the right to modify them.

10.8 The Organiser has the right to modify any details and information of the Event, including details on the website. The Organiser cannot be held liable when any modifications and or changes of Event details and of website information (even through the cause of third party) have occurred.

10.9 The building has been partially adapted for wheelchair access. Please notify the Organiser in advance of any special needs and it will endeavour to help.

10.10 The Organiser shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.

10.11 The Organisers will be responsible at all times for the control of the Event area. The Exhibitor is responsible for the supervision of its space.

# TERMS AND CONDITIONS

10.12 The Organiser accepts no liability for any inaccuracies or omissions on the Event and on the Organiser websites and any decisions based on information contained in this website are the sole responsibility of the visitor.

10.13 The Organiser and third parties cannot be held liable if Exhibitor, helper or visitor suffers from distress due to climate and or temperature throughout the Event. Either inside the building and/or outside.

10.14 The Organiser and third parties cannot be held liable for any sudden and/or unexpected disruption at moment of the Event causing lack of visitors, sales, attendance of any kind.

10.15 The Organiser and third parties cannot be held liable for any health/safety issues occurring on the premises of the Event under any circumstances.

10.16 Any unacceptable behaviour, and/or causing havoc or disturbance of any kind to the Organiser, third party, other exhibitors or visitors will be removed from the premises, and will await a penalty fine. The Organiser has the right to call the police and/or security to remove Exhibitors.

## 11.0 HEALTH & SAFETY

11.1 Exhibitors must not bring anything that will spill out beyond the boundaries of their space, cause a health and safety hazard or be deemed inappropriate at a professional fair.

11.2 All walk spaces and pathways need to be clear. Cordial collaboration between your neighbours is recommended, please show consideration for the other exhibitors. You will be asked to remove anything that contradicts the above.

11.3 The Organiser and The Church Palace Hotel will ask you to remove anything from the Event that causes obstruction, and or health and safety issues.

## 12.0 POSTPONEMENT OR ABANDONMENT

12.1 The Exhibitor shall have no claim against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Event building The Church Palace Hotel becoming wholly or partially unavailable for the holding of the Event by reason of happenings of any of the events being beyond the Organisers' control.

## 13.0 INDEMNITY

13.1 The Exhibitor agrees to indemnify the Organiser against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way.

## 14.0 PRIVACY POLICY

In compliance with EU General Data Protection Regulation (GDPR), taking effect from 25/05/2018, Organiser is committed to the security of Exhibitor's personal data.

**Why it's necessary to collect Personal Data:** Organiser collects Applicant's and Exhibitor's personal data strictly for performing the purposes of this agreement, such as: accepting applications from artists to participate to the selection, allow applicants to create their profile/application page, promoting applicants through Organiser communication channels, accepting the selected artist as Exhibitor at the Event that takes place at the Venue and fulfil all tasks involved in the production of the Event.

**Which data are collected:** To perform such purposes, Organiser collects from Exhibitor the following data: Personal Data (Name, surname, date of birth, address, country of origin, email address), username, password, payment identification number (application phase), social media contacts, photo of Exhibitor, images of artworks created by Exhibitor, biography and curriculum vitae. Credit card details and ID copies are only collected by Organiser (not stored) and passed to the Venue management.

**How data are used:** Personal Data, username, password, payment identification number, social media contacts and images of artworks are collected with the only purpose of allowing the applicants to apply and create their profile/application page and for the Organiser to promote the applicants.

Name, surname, biography, curriculum vita and images of artworks will be passed to selection committee strictly for the purpose of selection of winner artists and to our carefully selected partners and affiliated.

Name, surname, date of birth, curriculum vitae, photo of Exhibitor and images of artworks will be used to create the Event catalogue that will be sold to public.

Credit card details and ID copies are collected by Organiser (not stored) and passed to the Venue management only with the purpose to allow the check-in into the exhibition spaces.

**Legal base for collection and processing:** All Personal Data are collected and processed on a CONTRACT Basis.

# TERMS AND CONDITIONS

**Legal base for data retention:** Agreement (with Personal Data) will be held by Organiser for as long as needed for LEGAL OBLIGATION. Personal Data, username and password are held after the termination of the contract on a legal base of LEGITIMATE INTEREST of both parties. Applicants will have the possibility to use their profile for future applications and to submit highlights and the Organiser will have the possibility to inform the Applicant about future similar opportunities.

**Rights:** Applicants have the rights to data portability, to access and to rectify data provided. Rights of cancellation applies only after termination of contract. Request of cancellation of data during contract period implies dropping out of selection and event. At any time, after termination of contract, Applicant can request that the Organiser delete Applicant's Personal Data and profile and that no further communication should be sent.

For further information, Organiser [Privacy Policy](#) can be accessed at any time.

## 15.0 THIRD PARTY RIGHTS

15.1 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this agreement and nothing contained in this agreement, expressed or implied, is intended to confer on any person other than the parties to it any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## 16.0 SEVERABILITY

16.1 If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in force and effect.

## 17.0 NO WAIVER

17.1 No waiver or any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term of the agreement shall not be construed as a waiver of any subsequent breach of a term of the same or a different nature.

## 18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising out of or in connection with these terms or any contract between the Exhibitor and the Organiser, then the Exhibitor agrees to attempt to settle the dispute by engaging in good faith with the Organiser in a process of mediation before commencing arbitration or litigation.

## 19.0 FORCE MAJEURE

19.1 The Organiser is not liable for any breach of our obligations resulting from causes beyond its reasonable control, and cannot be held liable for unexpected or uncontrollable events, including power cuts, strikes of our own employees, or weather affecting circumstances.

## 20.0 GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by the laws of England and Wales and any disputes regarding them shall be determined by the English courts.

# TERMS AND CONDITIONS

## ATTACHMENT 1

### SHIPMENT INFORMATION:

The Exhibitors can ship artworks to The Church Palace Hotel provided they strictly follow the notes as below:

- **DELIVERY ADDRESS:**

EXHIBITOR NAME (This means that you have to address the parcel to your name)

at THE CHURCH PALACE HOTEL

VIA AURELIA, 481

00165 ROMA, RM

ITALY

Ref. ARTROOMS FAIR Tel. +39 06 660011

- Number the boxes as follows:

“1 of 1” (if you send just 1 box)

“1 of 2” and “2 of 2” (if you send 2 boxes)

“1 of 3”, “2 of 3” and “3 of 3” (if you send 3 boxes)

and so on if you send more boxes.

- Make sure that your name is written somewhere on the boxes. If your courier is indicated as the shipper, please write SENDER: YOUR NAME somewhere on the box.

Consider that more than hundred boxes will be delivered and we need to clearly identify whose they are without having to open them.

- Artwork can be delivered to The Church Palace Hotel from 1:00pm on Monday, the 11<sup>th</sup> March 2019 and must be delivered in time for the set-up from the 21<sup>th</sup> of March 2019 (TBC).

- **VERY IMPORTANT for Exhibitors shipping artworks from outside Europe:**

When artworks are shipped from outside Europe to Italy, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers must be filled accordingly. Neither Artroomsfair nor The Church Palace Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.