

# SYDNEY CONTEMPORARY

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7-10 SEPTEMBER 2017  
CARRIAGEWORKS

AUSTRALASIA'S  
INTERNATIONAL  
CONTEMPORARY  
ART FAIR

[SYDNEYCONTEMPORARY.COM.AU](http://SYDNEYCONTEMPORARY.COM.AU)



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## ABOUT SYDNEY CONTEMPORARY

Sydney Contemporary is Australasia's premier international art fair, showcasing work by emerging and established artists from leading galleries from around the globe. The third edition takes place throughout Sydney's striking arts precinct, Carriageworks, from **7 - 10 September 2017**, with the **VIP Preview on 6 September**.

The second edition welcomed over 32,000 visitors to view 90+ galleries spanning 4 continents and 14 countries, with over \$14 million in sales.

With a thriving art scene and a growing collector base, Sydney is a dynamic cultural destination with an international reputation for presenting the very best in visual art through its public institutions, private museums and foundations, leading commercial galleries, and the internationally renowned Biennale of Sydney, the third oldest biennale in the world. Defined by the vibrancy of its host city, Sydney Contemporary provides commercial galleries with a dynamic platform to showcase the work of emerging and established artists, enabling local and visiting audiences to build on their existing knowledge, and develop their international art collections.

Founded by Tim Etchells, the co-founder of ART HK (now Art Basel Hong Kong) and Art Central Hong Kong, Sydney Contemporary has established itself as the must-see contemporary art event on the Australasian cultural calendar and cemented its position in a line-up of increasingly influential fairs around the world.

**DATES: 7 - 10 SEPTEMBER 2017**

**WEBSITE: [SYDNEYCONTEMPORARY.COM.AU](http://SYDNEYCONTEMPORARY.COM.AU)**

**LOCATION: CARRIAGEWORKS**

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## THE INTERNATIONAL EXHIBITOR LIST

With gallery participation at venue capacity, and an exhibitor list that **spanned 14 countries and 4 continents** (over 35% international), Sydney Contemporary has positioned itself as Australasia's international art fair, with representation from **Argentina, Australia, Chile, China, Hong Kong, India, Japan, New Zealand, Singapore, United Kingdom and the United States of America.**

**Australian and New Zealand heavyweights** Roslyn Oxley9 Gallery (Sydney), Sullivan+Strumpf (Sydney), Two Rooms (Auckland), Starkwhite (Auckland), Gow Langsford (Auckland), and Tolarno Galleries (Melbourne), have a long association with exhibiting internationally and are a massive draw for high profile collectors in the region.

**With the increasing activity of Australian and New Zealand collectors on the international art fair circuit,** high profile international and interestingly, emergent new galleries, Carroll / Fletcher (London), Future Perfect (Singapore), Galeria Isabel Croxatto (Santiago), Ingleby Gallery (Edinburgh), Mark Moore Gallery (Los Angeles), Pearl Lam Galleries (Hong Kong, Shanghai, Singapore), Via Margutta Arte Contemporaneo (Cordoba), and Yavuz Gallery (Singapore), joined the line-up in a bid to engage and grow with the influential domestic collector base and international visitors to the Fair.



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## SC17 SECTORS



Galleries can choose to apply for participation in the following sections:

### CURRENT

The main sector, Current, provides a significant platform for solo or group exhibitions by leading galleries from across the globe that have been operating for at least 3 years. Current booths are AUD 470 + GST per SQM

#### CURRENT BOOTH SIZES:

**30 SQM** (AUD 14,100 + GST)  
**50 SQM** (AUD 23,500 + GST)  
**70 SQM** (AUD 32,900 + GST)  
**90 SQM** (AUD 42,300 + GST)  
**110 SQM** (AUD 51,700 + GST)

### FUTURE

A dynamic platform for young galleries on the rise which have been operating for five years or less, presenting curated dual or solo exhibitions of work created in the last 2 years. Future booths are AUD \$440 + GST per SQM.

#### FUTURE BOOTH SIZE:

**20 SQM** (AUD 8,800 + GST)

GST is the 10% Australian Goods and Services Tax, which must be paid upfront, but which may be reclaimed.

## SC17 ADDITIONAL OPPORTUNITIES

The following additional opportunities for exposure are available for galleries participating in Sydney Contemporary 2017:

### VIDEO CONTEMPORARY

Exhibitors are invited to submit proposals for the curated Video Contemporary program which exhibits ground-breaking moving image artwork. Proposals will be vetted with a select number of artworks presented.

### INSTALLATION CONTEMPORARY

A curated exhibition of large-scale installation works that go beyond the scope of the art fair booth and feature throughout Carriageworks. Exhibitors are invited to submit proposals which will be vetted with a limited number of spaces available.

## PARTICIPATION

Commercial galleries or artist agents with a consistent exhibition history who present a minimum of 4 exhibitions per year in their own business premises, external project spaces or art fairs are invited to apply. Joint applications are welcome, but must be made separately with each party signing the Terms and Conditions of each application document. A minimum booth size of 50 SQM applies to joint applications.

Selection is based on the curatorial strength and premise of each gallery's exhibition program, represented artists and the proposal for Sydney Contemporary. Criteria such as quality of the art, previous art fair presentations and any projects undertaken by the gallery and its artists both locally and internationally will be taken into consideration.

Submission of your application does not automatically confer the right of admission to Sydney Contemporary 2017. Decisions on admission are made exclusively by the "Sydney Contemporary Selection Committee", a panel of independent industry experts.

Booth allocation is determined and approved by the Fair Management. Please refer to the Terms and Conditions for further details.

## BOOTH PACKAGE

### INCLUDED:

STANDARD PACKAGE WALLING AND LIGHTING  
STANDARD HALL FLOORING  
BOOTH SIGNAGE / GALLERY NAME BOARD  
GALLERY INFORMATION ON THE SYDNEY CONTEMPORARY WEBSITE  
PRESENCE ON PRINTED SYDNEY CONTEMPORARY FLOOR PLAN  
EXHIBITOR PASSES  
WORKER PASSES (ACCESS ONLY DURING BUILD UP AND BREAK DOWN)  
ALLOCATION OF VIP PASSES AND GENERAL ADMISSION PASSES  
FREE EMPTY CRATE STORAGE

### EXCLUDED:

CAR PARKING  
TELEPHONE CONNECTION  
ELECTRICAL OUTLETS  
SECURE ARTWORK STORAGE FACILITY  
FURNITURE FOR STAND  
ADDITIONAL WALLS  
ADDITIONAL LIGHTS  
INSURANCE  
FREIGHT

## WALLS AND LIGHTS

Walls are 3.6m high. 30% of the allocated SQM booth size will be provided in linear meters of walling free of charge. (e.g. A 30 SQM booth will receive a minimum of 9 linear metres of wall). Booths will receive a standard allocation of lighting inside the booth walls. Successful applications will have the opportunity to order additional walls and lights from the Exhibitor Manual.

## HOW TO APPLY

To apply, please complete the online application form on our website: [sydneycontemporary.com.au/apply](http://sydneycontemporary.com.au/apply)  
The application form asks for gallery information along with an exhibition proposal, images of artworks to be presented at Sydney Contemporary (or similar) and associated support material including artist CVs.

## APPLICATION NOTIFICATION

All applicants will be notified in writing as to the outcome of their application. Decisions of admission are made exclusively by the Sydney Contemporary Selection Committee and no conversation will be entered into by the Committee. Please note that confirmation of participation from Fair Management removes conditional status of admission and gives legal validity to the Exhibitor Contract. For full details please refer to the Terms and Conditions.

Further details will be provided to successful applications. The Exhibitor Manual will include information on travel, accommodation, walling, lighting, electrical work, telephones and onsite assistance.

## IMPORTANT DATES

<b>APPLICATION DEADLINE FOR FIRST VETTING</b>	12 September 2016
<b>APPLICATION DEADLINE FOR SECOND VETTING</b>	15 December 2016
<b>BOOTH DEPOSIT</b> (30% of total invoice)	14 days from notification from the Fair Management confirming your acceptance.
<b>SECOND PAYMENT</b> (35% of total invoice)	15 May 2017
<b>FINAL PAYMENT</b> (35% of total invoice)	30 July 2017

FOR FURTHER INFORMATION ON EXHIBITING AT SYDNEY CONTEMPORARY 2017,  
PLEASE CONTACT:

**BARRY KELDOULIS**

CEO and Director  
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T +61 414 864 445

**MARY WENHOLZ**

Gallery Liaison Manager  
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## THE ARTISTIC PROGRAM

A showcase for the very best visual art, current trends and emergent practices, as well as the cross-cultural dialogue it inspires. Sydney Contemporary boasts five days of public programs, appealing to the experienced, the novice, the discerning art enthusiast and those simply curious about buying and living with art.

The Fair's public programs and VIP events attract Australasia's most influential collectors, taste-makers and business leaders; a strong contingent of high-net-worth individuals from all over the region.

## TALK CONTEMPORARY

The Talk Contemporary program will cater to existing local and international art collectors whilst also offering an entry point to collecting for newcomers to contemporary art. In 2015, the program involved artists, curators, academics and leading creatives from a wide variety of fields. Speakers included Director of Artspace Alexie Glass-Kantor; MONA curator Jarrod Rawlins, artist Shaun Gladwell, academic and author Rex Butler, Director of Collections AGNSW, Suhanya Raffel, Chairman and Executive Director of Sherman Contemporary Art Foundation Dr Gene Sherman AM; Creative Lab's Creative Director Tom Uglow; actor and director Rachel Griffiths.

## VIP PROGRAM

The Fair boasts 5 days of VIP events attracting Australasia's most influential collectors, curators and business personalities. The program includes a range of privately hosted parties, invitation only dinners, artist studio visits, exhibition openings, corporate events and private collection viewings with access to the Sydney elite, director and curator lead tours of institutions and lively panel discussions.

The VIP card allows access to special events and previews and the exclusive Sydney Contemporary VIP Lounge for the duration of the Fair. The lounge enables Collectors to recharge and unwind while they explore over 90 plus leading galleries from Australasia and beyond.



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## VIP LIAISONS

PREMIER SERVICE FOR THE REGION'S  
MOST NOTABLE COLLECTORS

Local and international VIP Liaisons have been appointed to secure the support and attendance of key members of the collecting community, high net worth individuals and potential art buyers from around the Pacific Rim.

## SYDNEY CONTEMPORARY ADVISORY COUNCIL

### SUE CATO

Principal, Cato Counsel

Sue Cato has been a leader in corporate communications and issues management for over 20 years and is an avid art collector. She is a committee member for Chief Executive Women and a board member of Carriageworks. Sue is a regular panelist on ABC24 TV's The Drum and is a commentator on business issues for the national press.

### RACHEL GRIFFITHS

Actress and Philanthropist

Distinguished actress Rachel Griffiths has earned a Golden Globe Award, two Screen Actors Guild Awards and three Australian Film Institute Awards for her work in film and television. Rachel and husband, artist Andrew Taylor are passionate collectors and are actively involved in Australia's contemporary art community.

### MARK HUGHES

Mark Hughes Art Advisory

Mark Hughes is a leading Art Advisor with over two decades experience working in commercial galleries in Sydney and New York. Mark has represented artists from all over the globe and collaborated on exhibitions with many of the world's leading museums including the Museum of Contemporary Art, Sydney, Metropolitan Museum of Art, New York, The Whitney Museum of American Art New York, Centre Pompidou Paris, and the Tate Gallery London.

### JOHN KALDOR AM

Philanthropist and Director  
of Kaldor Public Art Projects

John Kaldor AM is a collector, patron and supporter of contemporary art. Director of Kaldor Public Art Projects since its inception in 1969, he has been collecting and commissioning art since the late 1950s, and since 1969 has shared his love of art with the Australian public through his series of art projects. He has brought the most innovative and groundbreaking art to Australia for over 40 years through what is now the not-for-profit organisation Kaldor Public Art Projects, listed since 2004 on the Register of Cultural organisations. Kaldor has participated on the boards and international councils of many art organisations over the years, including P.S.1, New York; Tate Modern, London; the Biennale of Sydney; and as Chair of the Museum of Contemporary Art and a trustee of the Art Gallery of New South Wales, and is currently on the International Council of the Museum of Modern Art, New York. He was selected as commissioner for the Australian Pavilion at the 51st Venice Biennale in 2007. In 2011, Kaldor gifted his private collection of contemporary art to the Art Gallery of NSW, bringing this significant collection into public view.

### DR GENE SHERMAN AM

Chairman and Executive Director of  
Sherman Contemporary Art Foundation

Dr Gene Sherman AM (PhD, University of Sydney, 1981) is Chairman and Executive Director of Sherman Contemporary Art Foundation, a philanthropic organisation dedicated to the public exhibition of significant contemporary art from Australia, the Asia-Pacific region and the Middle East. From 1986–2007 she was Director and Proprietor of Sherman Galleries. Dr Sherman is Adjunct Professor, UNSW Art & Design (formerly COFA); inaugural patron of the Designers Circle for the MAAS Centre for Fashion; and a board member of The Australian Institute of Art History (2013) and Sydney Contemporary (2014). She is Co-Chair of the Tate Asia-Pacific Acquisitions Committee, a member of the International Association of Art Critics, and an Asialink Asia Literacy Ambassador. The Foundation is a member of CIMAM, the International Committee of ICOM for Museums and Collections of Modern Art, and recently supported Dinh Q. Lê's project for dOCUMENTA (13), Sketches of Life from the War Zone, 2011–12. Dr Sherman's former board appointments include: Powerhouse Museum (1994–2001); Bundanon Trust (1995–2002); Deputy Chair, Power Institute Council at the University of Sydney (1996–2006); ARTAND Australia (formerly Art & Australia) (2003–2015); and Deputy Chair, National Portrait Gallery Board (2008–2015). She regularly lectures to a wide range of institutions on topics such as gallery management, the art of collecting, philanthropy, private foundations and contemporary Japanese fashion.

### NICK TOBIAS

Principal, Tobias Partners

Award winning architect Nick Tobias established Tobias Partners in 1999 and quickly cemented the firm's reputation as one of Sydney's leading architecture and interior design studios. An insatiable fascination with design in turn manifested a passion for the visual arts establishing Nick as one of Sydney's most exciting young collectors. Nick is a member of the Museum of Contemporary Art's Young Ambassadors and sits on the MCA Foundation Council.

### LUCY TURNBULL AO

Director of Turnbull and  
Partners Pty. Ltd

Former Lord Mayor of Sydney, Lucy Turnbull is a prominent Australian business and political leader. Lucy is well-known for her community activism and sits on many boards including the US Studies Centre, the Redfern Foundation and the Turnbull Foundation. Lucy is also Chair of the Committee for Sydney and has previously held a position on the Board of Directors of the internationally acclaimed Biennale of Sydney.

### EVAN WILLIAMS

CEO Williams Land Limited,  
New Zealand

Evan founded Williams Land Limited after a successful career as a commercial lawyer with one of New Zealand's preeminent law firms. Williams Land is a land development firm committed to preserving the legacy of the environments it develops. A passionate advocate for arts, culture and heritage, Evan sits as Chair of the Board of the Museum of New Zealand, Te Papa Tongarewa.



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## KEY PEOPLE



### TIM ETHELLES

#### FOUNDER

Tim Etchells founded Single Market Events in 1989, after a successful career in the exhibitions industry. In 2008, he co-founded ART HK, the Hong Kong international art fair, which quickly became a major fixture in the international art world. In 2011 prestigious market leader Art Basel acquired a majority stake in the Fair. More recently, furthering his interest in emerging art trends and markets, Tim co-founded Art Central Hong Kong.



### BARRY KELDOULIS

#### CEO AND FAIR DIRECTOR

Barry Keldoulis, Director of Sydney Contemporary, has more than three decades experience in contemporary art. Since his return to Sydney after nearly fifteen years in New York and Europe, Barry Keldoulis has worked in the museum and commercial gallery worlds, and in 2003 opened his own gallery to fill a gap in opportunity for young artists to exhibit between artist-run spaces and the major commercial galleries. Artists from his stable are represented in all the state galleries and the National Gallery of Australia, and now exhibit in museums and private galleries around the globe. Barry is the current Chair for the National Association of the Visual Arts

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## THE AUSTRALASIAN ART MARKET

The Australasian art scene has a growing sophistication that has been noted by the international contemporary art community, acknowledged in the number of Australian and New Zealanders now on the boards of significant international museums, and driven by the growing number active on the international art market. International pursuits by Australian-based private collectors such as Danny Goldberg, John Kaldor AM (Kaldor Public Art Projects), Judith Neilson (White Rabbit Collection), Gene Sherman AM (Sherman Contemporary Art Foundation), and David Walsh (Museum of Old and New Art), among

others have helped to shape the region's contemporary art market, demanding attention both at home and abroad.

With Australia on the cusp of the biggest inter-generational transfer of wealth on record (estimated to be well over \$1 trillion), opportunities are arising for wealth management professionals, and much of the newly liquid money seems to be swirling around the art world. Sydney Contemporary will again be targeting this affluent group of potential art enthusiasts, in addition to the top thousand collectors from Australasia.

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## AUDIENCE

- AUSTRALASIA'S MAJOR ART COLLECTORS AND SERIOUS ART ENTHUSIASTS FROM AROUND THE PACIFIC RIM
- 50:50 MALE TO FEMALE RATIO
- GENERAL VISITOR 18 – 55+
- VIP 35 – 55+
- GENERAL CONSUMERS WHO ARE TREND SAVVY, CULTURALLY AWARE AND LIFESTYLE FOCUSED
- TRENDSETTERS: INFLUENCERS FOCUSED ON THE CONSUMPTION OF FASHION, ART AND DESIGN
- HIGH-NET-WORTH INDIVIDUALS: CORPORATIONS AND GUESTS OF PARTNERING ORGANISATIONS
- SOCIAL COLLECTING GROUPS FROM ORGANISATIONS INCLUDING THE MUSEUM OF CONTEMPORARY ART, ART GALLERY OF NEW SOUTH WALES, ART GALLERY OF SOUTH AUSTRALIA, WHITE RABBIT CONTEMPORARY ART COLLECTION, MUSEUM OF OLD AND NEW ART, QUEENSLAND ART GALLERY / GALLERY OF MODERN ART, NATIONAL GALLERY OF VICTORIA, HEIDE MUSEUM OF MODERN ART, ART GALLERY OF WESTERN AUSTRALIA, AUCKLAND ART GALLERY, CITY GALLERY WELLINGTON AND MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA AND SIMILAR GROUPS FROM ASIA AND NORTH & SOUTH AMERICA.

## THE MARKETING CAMPAIGN

Sydney Contemporary's marketing campaign includes print, digital, social media, outdoor, selective invitation distribution and international publicity. A Sydney based publicist with an international reach, has been appointed to develop and roll out a comprehensive promotions strategy including public relations and social media.

Importantly, the Fair will also be implementing a strategy to engage key stakeholders, corporate and government sponsors, collecting institutions from across the country, and both local and international private cultural patrons.

## 2015 IN REVIEW

- OVER 32,000 VISITORS
- TOTAL OF 99,145 VISITED THE WEBSITE BETWEEN 19 JUNE – 13 SEPTEMBER
- OVER 71% OF VISITORS HAD AN ANNUAL INCOME OF OVER \$100,000, WITH 20% RECORDING AN ANNUAL INCOME OVER \$500,000
- APPROXIMATE REACH OF MARKETING CAMPAIGN 8,955,484
- APPROXIMATE VALUE OF MARKETING CAMPAIGN \$1,169,611
- 98% of Visitors can recall at least one sponsor
- 95% OF VIPS SAID THE FAIR WAS VERY GOOD OR EXCELLENT AND THAT THEY WOULD ATTEND THE NEXT EDITION OF THE FAIR

**ART FAIRS AUSTRALIA PTY LTD**  
**TERMS & CONDITIONS OF PARTICIPATION**

**1. DEFINITIONS**

**1.1** In these Terms the following words will have the following meanings:

"Exhibitor Application Form" means this online application form;  
"Exhibition" means Sydney Contemporary taking place 6-10 September 2017 at Carriageworks  
"Exhibition Manual" means the handbook to be produced by the Organiser containing such regulations as may deem reasonable to the Organiser relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition;  
"Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown overleaf;  
"Organiser" means Art Fairs Australia Pty Ltd and its successors and assigns;  
"Space" means the area of 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 at all locations;  
"Terms" means these terms and conditions together with the contents of the Exhibition Manual; and  
"Venue" means the events location where the Exhibition takes place.

**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** A binding contract shall come into existence between the Exhibitor and the Organiser on acceptance of the Booking form and in writing by the Organiser.

**2.3** No charges to these terms shall be valid unless in writing and signed on behalf of the authorized representatives of both the Exhibitor and the Organiser.

**3. FEE**

**3.1** The Exhibitor shall promptly pay for the Fee by instalments (if any) as shown on the Exhibitor Application Form.

**3.2** The Exhibitor shall in addition to the Fee promptly pay for all amounts of charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibition Manual or in respect to all of goods and services supplied 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 Exhibitor Application Form, then without prejudice to the Organiser's other rights or remedies:-

**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 the payment becomes overdue until the date that 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 solicitor's costs and disbursements on a full indemnity basis before and 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 recorded delivery ("the 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 recorded delivery ("the 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 booking of such Space which forms 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 4.4

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

Cancellation Date	Cancellation Fee
Before 1 April 2017	30% of the Fee
Between 2 April 2017 and 23 July 2017	60% of the Fee
From 24 July 2017	100% of the Fee

**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 Exhibition 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 Organiser shall supply the Exhibitor a standardised Booth package in order to participate in the Exhibition with items included as follows:-

**5.5.1** At a minimum, 30% of the Exhibitor's Space will be supplied in linear meters of wall for the Booth construction. Walling supplied will be no less than 3.5m in height.

**5.5.2** At a minimum, the Exhibitor's Booth will be supplied with one standard package light per three linear meters of supplied walling.

**5.6** The Exhibitor acknowledges that Booth options listed in the Exhibitor Application Form are provided as a general guide. As such, the Exhibitor acknowledges that Space may vary no more than plus 5 sq.m. or minus 5 sq.m. from their Booth preference indicated on the Exhibitor Application Form. The Exhibitor acknowledges that the Fee shall reflect the final Space supplied by the Organiser and not the Booth preference indicated on the Exhibitor Application Form.

**5.7** 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.

**5.8** 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.

**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 publication or article of any kind other than from the Booth.

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

**6.4** The Exhibitor will comply with all requirements of laws, regulations and codes of practice applicable to it and ensure that it does not infringe the rights of any third party in its activities the subject of these Terms.

**6.5** 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.

**6.6** The Exhibitor will focus their presentation on Sydney Contemporary and will not participate in any other fairs in the Sydney region, concurrently with Sydney Contemporary.

**7. ATTENDANCE**

**7.1** The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitor/Sponsors to attend the Exhibition/Event or the failure of any number of attendees to attend the Exhibition/Event for any reasons.

**7.2** Any Exhibition/Event Display Space/Sponsorship Contract or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition/Event or any other Exhibition/Event.

**8. LIABILITY AND INSURANCE**

**8.1** Subject to Clause 8.3, the Organiser shall not be responsible for:-

**8.1.1** 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

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

**8.2** Although all reasonable precautions shall be taken, subject to Clause 8.3 the Organiser's liability shall be limited as follows:-

**8.2.1** 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

**8.2.2** 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.

**8.3** 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.

**8.4** The Organiser shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest or other event, fact or circumstance beyond the Organiser's reasonable control.

**8.5** 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 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.

**9. TERMINATION**

**9.1** The Organiser may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:-

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

**9.1.2** 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; or

**9.1.3** ceases, or threatens to cease, to carry on business; and

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

**9.2** In the event that the Organiser exercises its right to terminate this agreement, the licence by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

Date of Termination	Liquidated Damages Amount
Before 1 April 2017	30% of the Fee
Between 2 April 2017 and 23 July 2017	60% of the Fee
From 24 July 2017	100% of the Fee

**9.3** In the event that the Exhibitor fails to pay any part of the Fee pursuant to and in accordance with these Terms then the Exhibitor shall be liable for all legal costs incurred by the Organiser in relation to such non-payment.

**9.4** 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 Exhibition, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organiser as liquidated damages and not as penalty.

**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, including without limitation, all fire and health and safety regulations, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government from time to time.

**10.2** Any materials used for building, decorating and covering the Booth or forming part of the Booth must be inflammable.

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

**11. LAW AND JURISDICTION**

**11.1** These Terms shall be governed in all respects by the Laws of New South Wales and any dispute or court proceedings must be heard in the state of New South Wales or any other jurisdiction chosen by the Organiser

**12. NOTICES**

**12.1** Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified for each party or to such other address as either party may notify for such purpose.

**12.2** Subject to Clause 4, notices shall be deemed served in accordance with the following:

**12.2.1** if sent by first class post to an address within Australia two working days after posting and if sent elsewhere, seven working days after posting;

**12.2.2** if sent by courier, on confirmed delivery; or

**12.2.3** if sent by fax, on confirmation of transmission.

**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 term of or right arising pursuant to those Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

**13.3** These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and 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 remedies shall be for breach of contract as provided in these Terms.

**13.4** 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 or right to enforce any of the Terms whether pursuant to any statute or otherwise.

**14. GST (Goods and Services Tax)**

**14.1** 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

14 bear the same meaning as those expressions in the GST Act.

**14.2** Except where express provision is made to the contrary and subject to this paragraph 14, 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.