

# SYDNEY CONTEMPORARY

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12-15 SEPTEMBER 2019  
CARRIAGEWORKS

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AUSTRALASIA'S  
INTERNATIONAL  
ART FAIR

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

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**SYDNEY CONTEMPORARY IS AUSTRALASIA'S INTERNATIONAL ART FAIR, THE LARGEST AND MOST DIVERSE GATHERING OF LOCAL AND INTERNATIONAL GALLERIES IN THE REGION. THE FIFTH EDITION TAKES PLACE THROUGHOUT SYDNEY'S STRIKING ARTS PRECINCT, CARRIAGEWORKS, FROM 12-15 SEPTEMBER 2019, WITH THE VIP PREVIEW ON 11 SEPTEMBER.**

**'SYDNEY CONTEMPORARY PRESENTS A MANIFOLD OF CREATIVE TALENT, CURRENT TRENDS AND EMERGING PRACTICES, AND THE CROSS-CULTURAL DIALOGUE THEY INSPIRE.'**

**– ART ALMANAC, AUGUST 2018**

With a thriving art scene and sophisticated collector base, Sydney is home to many of Australia's most significant public institutions, private museums and foundations, leading commercial galleries, and the internationally renowned Biennale of Sydney.

Defined by the vibrancy of its host city, Sydney Contemporary is one of Australia's most celebrated art events. The fair provides galleries with a platform to showcase the work of emerging and established artists to local and visiting audiences, including high-profile and established collectors from across the Asia-Pacific region.

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 a not-to-be-missed contemporary art event and cemented its position as an increasingly influential fair.

**DATES:** 12 – 15 SEPTEMBER 2019  
**VIP PREVIEW:** 11 SEPTEMBER 2019  
**LOCATION:** CARRIAGEWORKS



SYDNEY CONTEMPORARY 2018  
CREDIT: JACQUIE MANNING

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## THE VENUE

Carriageworks is a major multidisciplinary institution and the ideal venue for Sydney Contemporary. Housed in distinctive nineteenth century industrial railyard buildings, the Carriageworks Artistic Program is ambitious, risk taking and provides significant support to leading Australian and international artists through commissioning presenting and contemporary work.

## THE AUSTRALASIAN ART MARKET

Australia's contemporary art scene is cutting-edge and dynamic, as evidenced by the increasing number of our artists curated into major international institutional and public exhibitions, philanthropists sitting on boards of significant international museums, and the number of collectors active in the international art market. International pursuits by Australian-based collectors—John Kaldor AM (Kaldor Public Art Projects), Judith Neilson AM (White Rabbit Collection), Dr Gene Sherman AM (Sherman Contemporary Art Foundation) and David Walsh (Museum of Old and New Art)—have helped showcase the country's contemporary art market, demanding attention locally and abroad.

Each iteration of Sydney Contemporary attracts over 25,000 visitors, and the last four editions have generated \$80 million in art sales, all of which goes directly to participating galleries and their artists.



MEL O'CALLAGHAN, BREATH REPERTOIRE,  
2018, FEATURING SYDNEY DANCE COMPAN-  
NY'S PRE-PROFESSIONAL YEAR, OPENING  
NIGHT, SYDNEY CONTEMPORARY 2018  
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## THE PROGRAM

A SHOWCASE FOR THE VERY BEST CONTEMPORARY ART, CURRENT TRENDS AND EMERGENT PRACTICES, AS WELL AS THE CROSS-CULTURAL DIALOGUE THE FAIR INSPIRES, THE SYDNEY CONTEMPORARY PROGRAM BOASTS FIVE DAYS OF EXHIBITIONS, PUBLIC EVENTS, CONVERSATIONS AND PERFORMANCES THAT PROVIDE OPPORTUNITIES TO ENGAGE MORE DEEPLY WITH THE AUSTRALASIAN CULTURAL SCENE. THE PROGRAM IS DEVELOPED IN CONJUNCTION WITH PROMINENT CURATORS, ARTISTS, MUSEUM AND GALLERY DIRECTORS, AND INFLUENTIAL COLLECTORS, OFFERING FIRST-HAND INSIGHTS INTO THE CREATION, PRESENTATION AND COLLECTION OF CONTEMPORARY ART.

### VIP PROGRAM

The Sydney Contemporary VIP pass includes access to the VIP preview, VIP program, VIP lounge and entry to all days of the fair. Additionally, it provides exclusive insight into Sydney's thriving contemporary art scene through artist studio visits, exhibition openings, private and corporate collection tours, and behind-the-scenes access to the city's leading institutions.

We work closely with selected partners to develop bespoke programs for collector groups from Australia, Asia-Pacific and beyond.

### INSTALLATION CONTEMPORARY

Innovative, site-specific and interactive installations ranging from the minute to the monumental presented throughout the Carriageworks precinct

### TALK CONTEMPORARY

An engaging forum exploring topical and controversial themes in contemporary art that caters to a diverse range of audiences

### PERFORMANCE CONTEMPORARY

Dynamic performance art at Carriageworks and the local precinct.

### VIDEO CONTEMPORARY

A curated selection of video by local and international artists at the forefront of their field.

### OPENING NIGHT

One of the most anticipated events on Sydney's cultural calendar. Live performances, DJ's and Sydney's hottest eateries transform the Fair into an immersive, all-encompassing night of art, music and food.



SYDNEY CONTEMPORARY 2019  
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## SYDNEY CONTEMPORARY EXHIBITION SECTORS

GALLERIES CAN CHOOSE TO APPLY FOR PARTICIPATION IN THE FOLLOWING SECTIONS:

### GALLERIES

The main sector of the fair provides a significant platform for solo or group exhibitions by leading galleries. Booths are AUD 510 + GST per SQM

#### BOOTH SIZES:

30 SQM	(AUD 15,300 + GST)
50 SQM	(AUD 25,500 + GST)
70 SQM	(AUD 35,700 + GST)
90 SQM	(AUD 45,900 + GST)
110 SQM	(AUD 56,100 + GST)

### FUTURE

A platform for young galleries which have been operating for five years or less, presenting curated solo or duo exhibitions of new work. Open to established galleries wishing to support an emerging artist. Future booths are AUD 463 + GST per SQM.

#### FUTURE BOOTH SIZE:

20 SQM	(AUD 9,260 + GST)
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GST is the 10% Australian Goods and Services Tax, paid upfront, which can be reclaimed.

## BOOTH PACKAGE

### INCLUDED

Standard package walling and lighting	Car parking
Standard venue flooring	Telephone connection
Booth signage / Gallery name board /Wifi	Electrical outlets
Gallery information on the Sydney Contemporary website	Secure artwork storage facility
Presence on printed Sydney Contemporary floor plan	Furniture for stand
Exhibitor passes	Additional walls
Worker passes (access only during build up and break down)	Additional lights
Allocation of VIP passes and general admission passes	Insurance
Free empty crate storage	Freight

### EXCLUDED

## WALLS AND LIGHTS

Walls are 3.6m high. 30% of the allocated SQM booth size will be provided in linear metres of walling. (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.

## 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, however must be made separately with each party signing the Terms and Conditions of each application document. A minimum booth size of 50sqm applies to joint applications.

Selection is based on the curatorial strength and premise of the 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.

The Selection Committee prioritises galleries showing new bodies of work, with curated solo or 'solo within group' exhibitions preferred. As collectors attend the Fair to view new work, artworks shown previously in an art fair are deemed not acceptable. Submission of your application does not automatically confer the right of admission to Sydney Contemporary 2019. Decisions on admission are made exclusively by the "Sydney Contemporary Selection Committee", a panel of industry experts.

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

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## ADDITIONAL OPPORTUNITIES

THE FOLLOWING ADDITIONAL OPPORTUNITIES FOR EXPOSURE ARE AVAILABLE FOR GALLERIES PARTICIPATING IN SYDNEY CONTEMPORARY 2019:

### 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 from which artworks for a limited number of spaces will be chosen by the appointed curator.

Exhibitors are invited to submit proposals from which a selection will be made by the appointed curator. An AUD 300 + GST administration fee applies to each successful proposal.

### VIDEO CONTEMPORARY

A curated selection of video works by local and international artists at the forefront of their field. From submitted proposals, a program will be developed by the appointed curator.

## 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 asks for gallery information, an exhibition proposal, images of artworks to be presented (or similar) and associated support material.

## 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 on page 8.

## IMPORTANT DATES

<b>APPLICATION DEADLINE</b>	17 December 2018
<b>BOOTH DEPOSIT (30% of total invoice)</b>	14 days from notification from the Fair Management confirming your acceptance.
<b>SECOND PAYMENT (35% of total invoice)</b>	17 May 2019
<b>FINAL PAYMENT (35% of total invoice)</b>	30 July 2019

## MORE INFORMATION

FOR FURTHER INFORMATION ON EXHIBITING AT SYDNEY CONTEMPORARY 2019, PLEASE CONTACT:

### BARRY KELDOULIS

FAIR DIRECTOR  
barry@artfairsaustralia.com.au  
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M +61 414 864 445

### SARAH HETHERINGTON

DIRECTOR, GALLERIES  
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M +61 412 919 042

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## KEY PEOPLE

### TIM ETCHELLS, FOUNDER

Tim has spent the last 30 years creating Events and Fairs all over the world. From The Good Food Shows to London Fashion Week to Art HK, Tim has worked in numerous different industry sectors and in many different countries. In 2016 Tim received two separate Lifetime achievement awards from the UK Exhibition industry. In 2008 Tim came up with the idea to stage Art HK which very quickly became the largest art fair in Asia, and now under the ownership of Art Basel and renamed Art Basel Hong Kong, is now one of the world's leading art fairs. In 2013 Tim launched Sydney Contemporary initially on a biannual basis, and, having established itself as the largest international art fair in Australasia, Sydney Contemporary, moved to an annual cycle in 2018.

### BARRY KELDOULIS, FAIR DIRECTOR

Barry 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 was also Chair of the National Association of the Visual Arts.

## ADVISORY COUNCIL

### SUE CATO

PRINCIPAL, CATO&CLEGG

### RACHEL GRIFFITHS

ACTRESS AND PHILANTHROPIST

### MARK HUGHES

MARK HUGHES ART ADVISORY

### JOHN KALDOR AM

PHILANTHROPIST AND DIRECTOR OF KALDOR PUBLIC ART PROJECTS

### DR GENE SHERMAN AM

CHAIRMAN AND EXECUTIVE DIRECTOR  
OF SHERMAN CENTRE FOR CULTURE AND IDEAS

### NICK TOBIAS

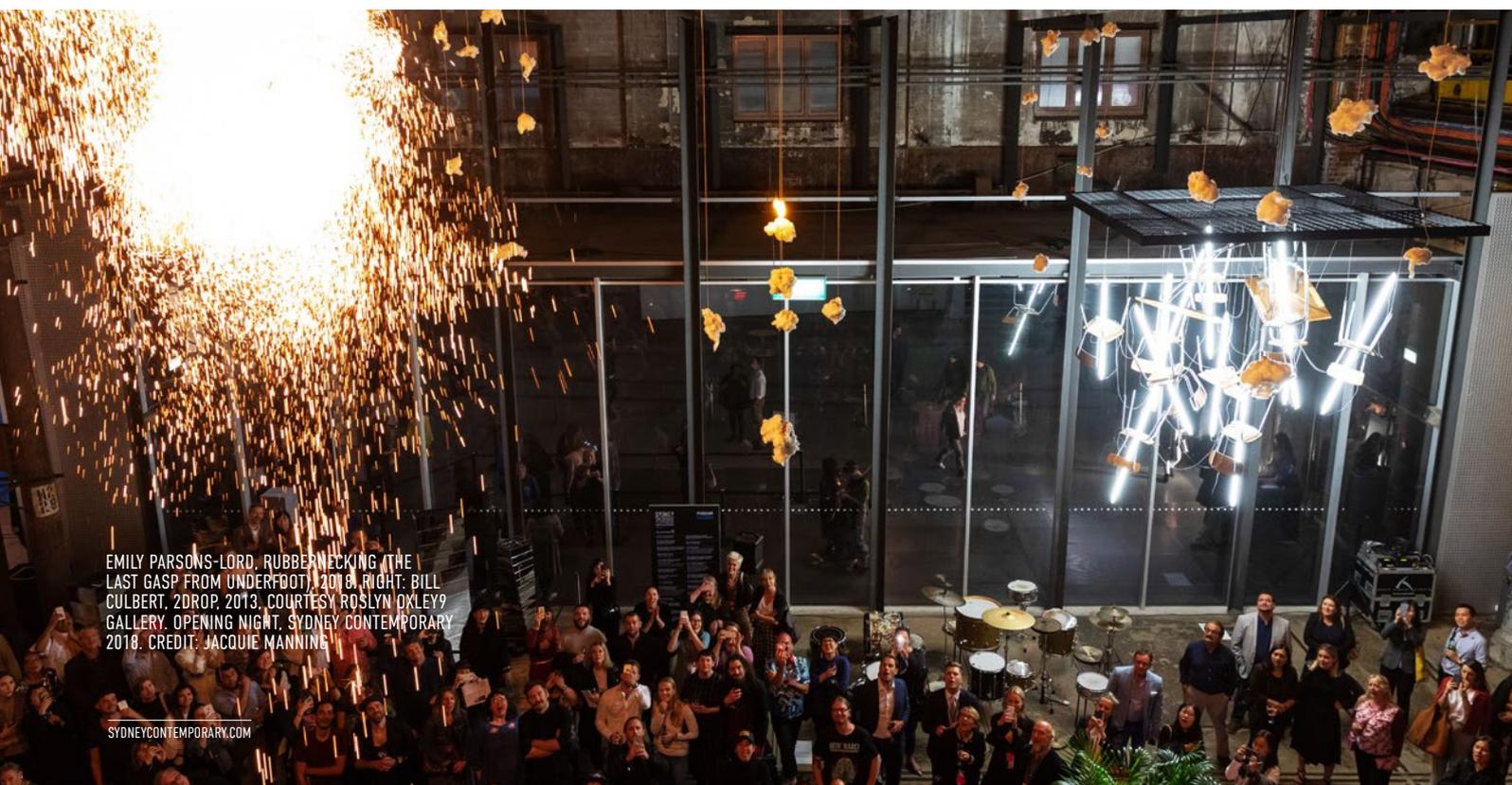
PRINCIPAL, TOBIAS PARTNERS

### LUCY TURNBULL AO

BUSINESSWOMAN, PHILANTHROPIST,  
CHIEF COMMISSIONER OF THE GREATER SYDNEY COMMISSION

### EVAN WILLIAMS

CEO, WILLIAMS LAND LIMITED



EMILY PARSONS-LORD, RUBBERNECKING (THE  
LAST GASP FROM UNDERFOOT), 2018. RIGHT: BILL  
CULBERT, 2DROP, 2013, COURTESY ROSLYN OXLEY9  
GALLERY. OPENING NIGHT, SYDNEY CONTEMPORARY  
2018. CREDIT: JACQUIE MANNING

**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 the online application form;  
"Exhibition" means Sydney Contemporary taking place 11-15 September 2019 at Carrageworks;

"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;  
"Exhibitor" means any company, organisation or individual who has applied and been accepted by the Organiser to take a Booth 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 notification by the Organiser that the Organiser's selection committee has accepted the Exhibitor Application Form.

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

**3. FEE**

3.1.1 If the deposit is not paid by the prescribed date, the prospective Exhibitor cannot be guaranteed space.

3.1.2 The Exhibitor shall promptly pay 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 of all 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, which is currently deemed to be 4% and, 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 2019	50%
From 1 April 2019 onwards	100%

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 Venue is a heritage building and as such there are inconsistencies with the floor levels and the Organiser cannot guarantee the booth flooring will be completely level. If required, upon request, the Organiser can provide a photograph of the floor area in advance or arrange a site inspection with the Exhibitor.

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

5.6.1 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.

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

5.7 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.

5.8 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.

5.9 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 unless otherwise authorised by the Organiser in writing.

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 conditions of the Exhibition 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 the Exhibition and will not participate in any other fairs in New South Wales at the same time as the Exhibition.

6.7 Art works previously exhibited at an art fair will not be accepted into the Exhibition unless specific permission is sought and granted.

**7. ATTENDANCE**

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

7.2 Any Exhibitor Application accepted by the Organiser shall not be conditional on the presence or location of any other Exhibitor at the Exhibition

**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 to the Organiser; 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 must 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 8, 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 2019	30% of the Fee
Between 2 April 2019 and 23 July 2019	60% of the Fee
From 24 July 2019	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 not be flammable..

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 supercedes 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.