

The London Art Book Fair – Terms and Conditions of Contract

.....

Bank
Lloyds TSB Group Plc

Sort Code
30-00-09

Account No.
00756606

IBAN No.
GB25 LOYD 3000 0900 7566 06

BIC No.
LOYDGB21013

Chairman
Iwona Blazwick OBE

Directors
Duncan Ackery
Stephen Escritt
Selina Fellows
David Gilbert
Dominic Palfreyman
Susanne Tide-Frater
Tom Wilcox

Company Secretary
Tom Wilcox

**Whitechapel Gallery
Ventures Limited**
Whitechapel Gallery
77–82 Whitechapel High Street
London E1 7QX

T +44 (0)20 7522 7888
F +44 (0)20 7377 1685

whitechapelgallery.org

Whitechapel Gallery Ventures Limited is a private limited company registered in England and Wales, a wholly owned subsidiary of Whitechapel Gallery Trustee Limited. Registered company no. 5410846. VAT no. 863586582.

1. Introduction

These terms and conditions ('Terms and Conditions') apply to the sale to you ('the Exhibitor') by Whitechapel Gallery Ventures Limited ('the Whitechapel Gallery') of exhibition stands at the London Art Book Fair 2010 ('TLABF').

2. Acceptance of placement

Persons, companies and organizations wishing to participate in TLABF must confirm their involvement by printing and signing two copies of the Terms and Conditions and returning one copy to the Whitechapel Gallery, with the relevant deposit, within 30 days of their receipt.

3. Terms of Payment

3.1 Deposits

Deposits are non-refundable. Details of deposit amount is shown on your initial invoice. If TLABF is cancelled (see Force Majeure), the Whitechapel Gallery will return your deposit in full but cannot be held liable for any additional expenses incurred.

3.2. Final invoice

Prior to TLABF, the Exhibitor will receive a final invoice for the exhibition stand, offsetting the advance stand payment detailed in section 3.1. The final invoice will include charges for any additional services ordered by the Exhibitor using the Additional Services form. The final invoice must be paid net within 30 days of the invoice date. If payment is not received in full before the TLABF, it will not be possible for the exhibitor to take part in TLABF.

4. Stand allocation

Exhibitor stand allocation will be decided after payment of deposit and receipt of the signed Contract and Terms and Conditions agreement by the Whitechapel Gallery. Exhibitors cannot sublet their space or any part of it to another party without prior permission from the Whitechapel Gallery. Spaces are non-transferable.

5. Stand operation

Exhibitors must ensure that their stands are occupied without interruption during the opening hours of TLABF. Should an exhibitor leave TLABF prematurely, the Whitechapel Gallery can require him/her to pay a penalty of up to £500. The use of any equipment, the holding of any event or the giving of any performance that causes an obvious nuisance to adjacent exhibitors or visitors, notably the occupation or use of the area in front of the stand, any kind of noise are not permitted unless agreed by prior arrangement with the Whitechapel Gallery. Exhibitors must not cause a visual, acoustic or spatial nuisance to neighbours, nor impede the circulation of visitors in passageways.

6. Liability for exhibits and stand operation

The Exhibitor is liable for their exhibit and stand operation.

7. Liability for auxiliary personnel

The Exhibitor is liable for any damage caused by auxiliary personnel engaged by the Exhibitor.

8. Liability of the Whitechapel Gallery

Except in respect of death or personal injury caused by the Whitechapel Gallery's negligence, the Whitechapel Gallery shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect special

or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Whitechapel Gallery, its employees, agents, sub-contractors or otherwise) which arise out of or in connection with the sale of the TLABF stand or its use by you and the entire liability of the Whitechapel Gallery under or in connection with the sale of the TLABF stand to you shall not exceed the total sum paid under the final invoice.

9. Insurance

All Exhibitors must insure all exhibits and stand installations against fire and damage by the forces of nature and must also conclude a third party liability insurance. In addition, Exhibitors are advised also to insure exhibits and stand installations against damage and loss during TLABF and during transport to and from the event.

10. Data Protection

10.1 By signing these Terms and Conditions you confirm that you are aware of and consent to the use by the Whitechapel Gallery of any personal data within the meaning of the Data Protection Act 1998 and that the Whitechapel Gallery may create and maintain computer and paper records, collect, hold, control, use and transmit personally identifiable information obtained from you in the course of the purchase of a TLABF stand.

10.2 By agreeing to these Terms and Conditions you consent that such personal data may be used for promotions connected with the Whitechapel Gallery and may be provided to any third party in a similar business to the Whitechapel Gallery.

11. Force Majeure

In the presence of any good and sufficient cause, third-party default, accidental happening, political and economic events, and orders by authorities, the Whitechapel Gallery has the right to postpone an event, shorten or prolong its duration, cancel it, or adapt its operation to circumstances. In all such cases, the Whitechapel Gallery rejects any liability, and the Exhibitor will not be entitled to claim compensation. Payments already made will be reimbursed after the deduction of the costs and expenses already accrued by the Whitechapel Gallery. For the purposes of this clause, an accidental happening is defined as any unforeseeable circumstance not attributable either to the Whitechapel Gallery or to the Exhibitor, and will include any act of force majeure.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts. Nothing contained in these Terms and Conditions affects your statutory rights.

I confirm acceptance of the above Terms and Conditions and in particular, I consent to the use of personal data in condition 10 above.

Print full name _____

Signature _____

Date _____