

THESE **TERMS AND CONDITIONS** (the “**Terms and Conditions**”) were last updated in January 2020, and describe how World Art Exhibitions Ltd of 71-75 Shelton Street, London, Greater London WC2H 9JQ (registered company no 12061523) (the “**Company**”) provides you, as an art exhibitor (“**you**”) with the opportunity to exhibit your art at one of the Company’s events (an “**Event**”).

By proceeding to purchase exhibition space with the Company, you agree to be bound by these Terms and Conditions.

## **1. THE EVENTS**

1.1 The Company provides an opportunity for artists to exhibit and sell their work in a professional gallery. You can book a space at an Event on one of our websites:

[www.britishartexhibitions.com](http://www.britishartexhibitions.com)

When you book an Event, you are bound by these Terms and Conditions.

1.2 You shall ensure that the Company is provided with all such information and materials as the Company may reasonably require to provide the event space to you.

1.3 You understand that the Company is responsible for providing the Event, but does not guarantee or warrant that you will make a sale at the Event. The Company does not accept responsibility or liability for your failure to make a sale at an Event.

1.4 The Company uses reasonable endeavours to market the Event so that it is well attended; however, the Company does not guarantee or warrant any particular attendance at an Event, and the Company is not liable for poor attendance.

1.5 The Company reserves the right to cancel or amend certain elements of the Events if necessary. Such circumstances include, but are not limited to, acts of God, terrorism, fire, storm, failure of subcontractors, industrial action, strike, war, epidemic, pandemic or due to government rules or regulation. In the event the Company cancels the Event under this clause 1.5, the Company will offer you the opportunity to display your art at the same Event the following year. The Company will not charge you for any price increase.

1.6 The Company is responsible for collecting payment for any art pieces which are sold at the Event, on your behalf. The Company does not charge commission on such payments, unless otherwise stated by the Company. The Company shall remit payment to you within 31 days of the date of the Event. The Company will deduct bank charges from payments to you.

## **2. PAYMENT FOR THE EVENT SPACE**

2.1 When you book a space at an Event, you will be required to make payment on our website. The Company will offer a refund of your booking for 14 days from the date of payment, following such time the Company will provide a credit voucher, which may be used at another Event within the following 12 months.

2.2 When you make payment for an Event space, you may either pay in full or by deposit. Where you pay by deposit, you are required to make full payment 30 days before the Event is due to take place. In the event that you do not make full payment by this time, the Company reserves

the right to re-sell the space for the Event. No refund of the deposit shall be payable to you by the Company.

### **3. INTELLECTUAL PROPERTY**

- 3.1 The art displayed at the Event shall remain your intellectual property. Nothing contained within these Terms and Conditions shall be deemed to transfer any intellectual property right in the art to the Company.

### **4. DATA PROTECTION**

- 4.1 The Company will comply with applicable data protection law and regulation in providing the Event. For further information on how the Company handles personal data, please refer to the Company's privacy policy, which can be found here:  
[<https://www.britishartexhibitions.com/privacy/Privacy-and-Cookie-Policy.pdf>]

### **5. LIABILITY AND GENERAL PROVISIONS**

- 5.1 The Company's liability under these Terms and Conditions shall be limited to the price paid by you for the price paid for the space at the Event. The Company excludes any liability for indirect, special or consequential loss.
- 5.2 The Company does not accept any responsibility or liability for any loss or damage to any art at an Event. All artwork must be insured by you (the Company is not responsible for such insurance).
- 5.3 You warrant and represent that you will not knowingly mislead any attendee of an Event by claiming ownership of artwork not produced or belonging to you. You are also permitted to sell artwork that you have produced, or where you have rights to sell an artist's work. You must not forge or other pass off the work of any other artist. You hereby indemnify and hold harmless the Company against any breach of this clause 5.3.
- 5.4 The parties hereby agree that these Terms and Conditions, and any non-contractual obligations arising hereunder, shall be governed by the laws of England and Wales, and the courts of England shall have exclusive jurisdiction.
- 5.5 These Terms and Conditions represents the entire understanding and agreement between the parties with respect to the subject matter of these Terms and Conditions, and supersedes all other negotiations, understandings, and representations, if any, between the parties. No representation, inducement, promise or agreement, oral or otherwise, if any, not embodied in these Terms and Conditions or any other agreement related to these Terms and Conditions and expressly references herein is of any force and effect.