

MELBOURNE
DESIGN FAIR

EXHIBI-
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PACK
2023

Australia's Leading
Collectible Design Fair

18 – 21 May 2023

Melbourne Convention
and Exhibition Centre

designfair.melbourne

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We acknowledge the Traditional Owners of the place now called Victoria, and all First Peoples living and working on this land. We recognise and celebrate the cultural heritage, creative contributions, and stories of the First Peoples of Victoria. We pay respect to Elders of today, emerging Elders of tomorrow and Elders of the past.

MELBOURNE DESIGN FAIR

18 – 21 May 2023

Melbourne Convention and Exhibition Centre

Curated by the National Gallery of Victoria's Department of Contemporary Design and Architecture and delivered in collaboration with the Melbourne Art Foundation, Melbourne Design Fair is an annual platform for designers, commercial galleries, design agencies and organisations to come-together under one roof to promote and sell the best collectible design from Australia and the world, over four days, providing a unique cultural and commercial experience.

Developed to stimulate long-term interest in the purchase of collectible design in Australia, Melbourne Design Fair's audience constitutes a broad reach, encompassing art and design collectors, collecting institutions, interior design industry, design media, enthusiasts of art and design and the public.

Melbourne Design Fair is the only event of its kind in Australia. Initiated by the NGV with the support of the Victorian Government through Creative Victoria, Melbourne Design Fair is the flagship event of Melbourne Design Week.

Intended as an affordable platform for designers, commercial galleries, design agencies and craft and design organisations, participation in the Melbourne Design Fair 2023 is through invitation and by application.

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- 3,000 sqm exhibition space
 - 50+ exhibitors / 200+ designers
 - 5,000+ visitors over 4 days
 - Marketing campaign reach 10+ million
 - Combined NGV and MAF social media audience of 820K +
 - Coverage in national and international design and news media

NGV Private View: 12.00PM – 2.00PM, 18 May 2023

Industry Preview: 2.00PM – 5.00PM, 18 May 2023

Vernissage: 5.00PM – 9.30PM, 18 May 2023

Fair Dates: Friday 19 to Sunday 21 May 2023

An initiative of the National Gallery of Victoria delivered in collaboration with the Melbourne Art Foundation.



MELBOURNE DESIGN WEEK

Melbourne Design Week (MDW) celebrates design in an annual 11-day program of talks, tours, exhibitions, launches, installations, and workshops across Australia's design capital.

The program is driven by ideas through providing a platform for designers, educators, enthusiasts, thinkers, and businesses to come together to share these ideas, show and sell new work, and consider how design can be used as a force for good in an increasingly complex and precarious world. In 2023, Melbourne Design Week shifts its festival dates to 18 - 28 May, which bolsters the city's cultural capital leading into the colder months.

The program is curated into two streams. There is a stream of local and international exhibitions and presentations organised by the NGV, which includes the Melbourne Art Book Fair and the Melbourne Design Fair. There is also the satellite program of events and exhibitions organised by the design community. The satellite program makes up approximately 90 per cent of the program with events held at ateliers, studios, retail spaces, universities, galleries, gardens and public spaces throughout Melbourne and regional Victoria. Participation in the satellite program is via an expression-of-interest.

MDW is an initiative of the Victorian Government through Creative Victoria and delivered by the NGV. The program is built on the enthusiastic engagement and participation of the design sector and the public. Since 2017 the program has grown in scope and scale from just under 100 programs in 2017 to over 350 in 2022. Over 55,000 people attended the 2022 festival making it Australia's leading and largest design event. The curation of the program is led by the NGV Department of Contemporary Design and Architecture team: Ewan McEoin, Simone LeAmon, Gemma Savio and Timothy Moore.

FAIR PROGRAM

FOCUS

Encouraging the production of bold and ambitious collectible design work, FOCUS is an invitational commission series curated by the NGV Department of Contemporary Design and Architecture with the support of Creative Victoria. Bringing in to focus Australian designers whose work is ripe for collecting, FOCUS culminates in a presentation of exceptional one-of-a-kind works for sale.

VIP

Melbourne Design Fair will allow collectors, specifiers, and the interior design industry to discover established and emerging designers at the forefront of contemporary design culture and experience the best of its host city through invitation only dinners, award ceremonies, exhibition openings, studio visits, and private collection tours.

TALKS

An engaging series of free public talks for designers, educators, enthusiasts, thinkers and businesses to come together to share ideas and consider the cultural and commercial forces underpinning collectible design today.



FAIR SECTORS

Melbourne Design Fair 2023 showcases collectible design across four sectors – Present, Studio, Discovery and Hallmark. Each sector is contained within a designated zone at the venue. These sectors have been developed in response to the Australian design communities' wish to see opportunities for practice professionals at all stages of their careers and foster a dynamic marketplace for collectible design in recognition of the different business models, different designer's preference for promoting, exhibiting and selling their work.

PRESENT

Package: AUD\$ 260 per SQM

20sqm—AUD\$ 5,200 + GST
40sqm—AUD\$ 10,400 + GST
60sqm—AUD\$ 15,600 + GST
80sqm—AUD\$ 20,800 + GST

Dedicated to presentations of 20th century and contemporary collectible design by leading Australian and international designers, PRESENT welcomes commercial galleries, design agencies, and craft and design organisations to stage curated exhibitions in promotion of the designer's they represent.

Including one-of-a-kind, limited edition, small batch and limited serial production across furniture, lighting, object and jewellery design.

STUDIO

Package: AUD\$ 260 per SQM

15sqm—AUD\$ 3,900 + GST
30sqm—AUD\$ 7,800 + GST

Exclusive to independent designers and their studio production, presented in dedicated, self-organised and self-managed booths. STUDIO is open to practice professionals at all stages of their career, who design, make, and sell a wide array of collectible contemporary design through their own studio business.

Including one-of-a-kind, limited edition, small batch and limited serial production across furniture, lighting, object and jewellery design.

DISCOVERY

Package: AUD\$ 260 per SQM

5sqm—AUD\$ 1,300 + GST

Celebrating the work of Australia's emerging designers and makers, DISCOVERY is a platform for the early career professional to showcase a statement work that communicates their creative and commercial potential. Statement works are presented in self-organised and self-managed areas of 5 SQM.

Including one-of-a-kind and limited edition production, across furniture, lighting, object and jewellery design.

HALLMARK

Package: AUD\$ 1,300 + GST per case

Highlighting the dynamic field of contemporary jewellery, HALLMARK is a dedicated zone of curated and self-managed display cases of jewellery. Open to galleries, organisations and independent jewellery designers, choosing a smaller display option over a booth in the PRESENT and STUDIO sectors.

PARTICIPATION

We are delighted to formally invite you to apply to participate in the second edition of Melbourne Design Fair, taking place 18 – 21 May 2023 within 3,000sqm at the Melbourne Convention and Exhibition Centre.

Curated by the NGV, participation in the Melbourne Design Fair 2023 is through invitation and the successful submission of an online application form.

Applications are due by **15 November 2022** with application outcomes shared **1 December 2022**.

Invitations are extended to galleries, organisations and designers in the understanding that parties apply to participate with respect to existing and evolving business arrangements concerning representation and the sale of work.

Collectible design for sale in all exhibition sectors is purchased directly from the exhibitor.

Exhibitors are required onsite at all times to manage and facilitate sales.

EXHIBITION CRITERIA

- Melbourne Design Fair is a platform for the promotion and sale of collectible design – this is cultural production that offers points of view, commentary and insights into the design and making of functional objects, through the exploration of ideas, materials, and values.
- Collectible 20th century and contemporary design by Australian and international designers.
- Authentic design production with established authorship and provenance.
- High quality collectible design production in keeping with the intentions of the design work.
- Forms of design production include one-of-a-kind, limited edition, small batch and limited serial production.
- Work exhibited is available for purchase on-site or by commission.
- The design work you are exhibiting for sale at the Melbourne Design Fair is legally yours to sell and presents no conflicts, commercial or otherwise with others.

EXHIBITOR PACKAGE

INCLUDED:

- Booth package walling and lighting
- Booth polished concrete venue floors
- Booth signage
- Gallery website profile
- Exhibitor passes
- VIP passes
- Vernissage / general admission tickets

NOT INCLUDED:

- Additional walling
- Additional lighting
- Electrical outlets
- Furniture
- Car parking
- Insurance
- Shipping / freight
- Secure artwork storage (available at an additional cost)

PARTICIPATION

KEY DATES

Application deadline: 15 November 2022

Selection notification: 1 December 2022

Booth deposit (30% total invoice): 8 December 2022

Second payment (40%): 14 February 2023

Final payment (30% plus additional orders): 18 April 2023

HOW TO APPLY

Please complete the online application form at **designfair.melbourne/apply**

Applicants are asked to lodge their submissions by **15 November 2022**.

The application requests the following:

- Exhibitor profile
- Exhibition proposal stating the type of collectible design you intend to exhibit
- Names of the designers whose work you intend to exhibit
- Short creative practice bio / CV for each designer you intend to exhibit
- Images of actual or indicative work to be exhibited

For further information on how to apply, please contact:

Mary Wenholz

Event Director

Melbourne Art Foundation

mary@melbourneartfoundation.com

Jodie Kras

Gallery Relations Manager

Melbourne Art Foundation

jodie@melbourneartfoundation.com

VENUE

Melbourne Design Fair takes place at the Melbourne Convention and Exhibition Centre located on the Yarra River in South Wharf, Naarm.

Colloquially known as ‘Jeff’s Shed’, the state-of-the-art exhibition venue boasts polished concrete floors and pillarless bays with soaring 18-meter-high ceilings. The venue is situated within a 1km radius of the Melbourne Arts Precinct, which is home to over twenty cultural institutions and organisations including the National Gallery of Victoria. The venue is within walking distance of fifty and more restaurants, cafes and bars and 25 hotels, including Crown Melbourne Hotels, The Langham, Pan Pacific Melbourne and the Novotel South Wharf.

Location: 1 Convention Centre Pl, South Wharf VIC 3006



THE ORGANISERS

Melbourne Design Fair is an initiative of the National Gallery of Victoria delivered in collaboration with the Melbourne Art Foundation.

THE NATIONAL GALLERY OF VICTORIA

The National Gallery of Victoria (NGV) is the oldest and most visited gallery in Australia. Situated over two buildings – NGV International and The Ian Potter Centre: NGV Australia – the Gallery hosts a wide range of international and local artists, exhibitions, programs and events; from contemporary art to major international historic exhibitions, fashion, design, architecture, sound and dance. Founded in 1861, today the NGV holds the most significant collection of art and design in the region; a vast treasury of more than 76,000 works that span thousands of years and a wealth of ideas, disciplines and styles.

ngv.vic.gov.au

MELBOURNE ART FOUNDATION

Melbourne Art Foundation is a not-for-profit organisation established in 2003 to promote contemporary art and collectible design, and the artists and makers that support the cultivation of these markets. Committed to bringing artists, designers, galleries, collectors, and visitors together, the Foundation leads the way in building audiences and a market for Australian contemporary art and design through its ownership of the Melbourne Art Fair (established 1998) and the delivery of Melbourne Design Fair (established 2022). It weaves together commercial, social, cultural, and environmental threads to support the rich cultural tapestry of the Australian creative community.

melbourneartfair.com.au

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In these terms the following words will have the following meanings:

“Application Form” means the application form included in the Information Pack or otherwise made available to the Exhibitor by which the Exhibitor applies to the Organiser for Space at the Exhibition.

“Exhibition” means the exhibition, Melbourne Design Fair, referred to in the Information Pack to be held on the dates and at the locations set out in the Information Pack or any such other dates and locations nominated by the Organiser in accordance with the Terms;

“Exhibitor Manual” means the manual produced by the Organiser containing such regulations and requirements as the Organiser may deem reasonable relating to the Exhibition, the Venue, and the Exhibitor’s attendance and conduct at the Exhibition and includes any amendments or variations to it made by the Organiser from time to time;

“Fee” means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space being:

Present AUD\$ 260 + GST per SQM
Studio AUD\$ 260 + GST per SQM
Discovery AUD\$ 260 + GST per SQM
Hallmark AUD\$ 1,300 + GST per case

“Force Majeure Event” means one or more of the following causes which renders performance impossible, impracticable, or unsafe which is beyond the Organiser’s reasonable control: fire; threat or act of terrorism; riot or other form of civil disorder in, around, or near the Venue; strike, lockout, or other forms of labour difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; epidemic, pandemic or similar biological threat; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within reasonable control; inclement weather; damage to or destruction of the Venue; cancellation or breach of contract by the Venue (or the legal entity contracting on behalf of such Venue) or any similar cause beyond the reasonable control of the Organiser.

“Information Pack” means the brochure titled Gallery Information Pack which includes a copy of these terms and conditions and other relevant information about the Exhibition;

“Organiser” means the Melbourne Art Foundation Ltd (ACN 104 671 589);

“Prescribed rate” means the rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) from time to time;

“Space” means 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;

“Terms” means these terms and conditions together with the Application Form and the Exhibitor Manual; and

“Venue” means the venue at which the Exhibition takes place.

2. AGREEMENT

2.1. The 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 upon the Organiser providing notification in writing to the Exhibitor of the successful acceptance of the Application Form.

2.3. Other than as set out in the Terms, no changes to these terms and conditions or Application Form shall be valid unless in writing and signed on behalf of the authorised representatives of both the Exhibitor and the Organiser. For the avoidance of doubt, the Organiser may amend in its absolute discretion the Exhibitor Manual and the Information Pack from time to time.

2.4. If there is any inconsistency between these terms and conditions and the Application Form, the these terms and conditions will take precedence.

3. FEE

The Exhibitor shall promptly pay the Fee by instalments as follows:

30% of the Fee on or before 8 December 2022;
40% of the Fee on or before 14 February 2023; and
30% of the Fee on or before 18 April 2023.

3.2. The Exhibitor shall, in addition to the Fee, upon request by the Organiser promptly pay for all amounts of charges relating to the Exhibitor’s participation in the Exhibition in accordance with the Exhibitor Manual and in respect of all goods and services supplied or procured by the Organiser 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 Terms, then without prejudice to the other rights or remedies of the Organiser:

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 payment becomes overdue until the date the 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 solicitors’ costs and disbursements on a full indemnity basis before and, if applicable, 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 registered post (“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 registered post (“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 portion of such Space to be reduced set out in 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 Space in accordance with Clauses 4.2 and 4.3, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

Date of Cancellation Notice or Reduction Notice	Cancellation	Reduction
Up to and including 13 February 2023	30% of the Fee	30% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced
14 February 2023 to 17 April 2023	70% of the Fee	70% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced
On or after 18 April 2023	100% of the Fee	100% of the portion of the Fee, calculated on a pro-rata basis, attributable to the area by which the Space is to be reduced

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 Exhibitor 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 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.

5.6. 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.

5.7. The Exhibitor acknowledges and agrees that the Space provided may vary by up to 2 square metres from the Space set out in the Application Form and, in the case of such variation, the Exhibitor shall not be entitled to a refund of any portion of the Fee.

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 materials or articles of any kind other than from its Booth.

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

TERMS AND CONDITIONS

6.4. The Exhibitor shall ensure that it does not infringe the rights of any third party in connection with its attendance at and participation in the Exhibition.

6.5. The Exhibitor shall indemnify the Organiser and hold the Organiser and its respective officeholders, agents, employees, shareholders, partners, and independent contractors from and against all claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable fees of attorneys and other professionals (collectively, "Claims") relating to or resulting from:

6.4.1 the breach of any representation, warranty, term, condition or undertaking of the Terms by the Exhibitor or its employees, agents, contractors or invitees;

6.4.2 the Exhibitor's use of the Space or participation in the Exhibition; and

6.4.3 any act or omission of the Exhibitor and its employees, agents, contractors and invitees,

except to the extent that any such Claims are caused by or contributed to by any act or omission of the Organiser.

7. LIABILITY AND INSURANCE

7.1. Subject to Clause 7.3, the Organiser shall not be responsible for;

7.1.1. the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees, contractors and invitees; or

7.1.2. the supply to the Exhibitor of any goods or services by any third parties at or in connection with the Exhibition including the operator and owner of the Venue, their designated contractors and the Organiser's contractors.

7.2. Subject to Clause 7.3 the Organiser's liability shall be limited as follows:

7.2.1. 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

7.2.2. 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.

7.3. 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.

7.4. The Organiser shall not be responsible for a failure to comply with its obligations under or in connection with this agreement and shall not be liable for any delay, damage or loss suffered by the Exhibitor or any third party to the extent that it is caused by or in connection with a Force Majeure Event.

7.5. The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser. Without prejudice to the other 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.

7.6 To the maximum extent permitted by law the Organiser excludes all representations, warranties, guarantees or terms (whether express or implied) other than those expressly set out in the Terms.

8. TERMINATION

8.1. The Organiser may terminate the agreement between the parties immediately by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:

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

8.1.2. 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;

8.1.3. ceases, or threatens to cease to carry on business; or

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

8.2. The Organiser may terminate the agreement between the parties without cause and for any reason whatsoever upon providing at least fourteen (14) days' notice in writing to the Exhibitor.

8.3. In the event that the Organiser exercises its right to terminate this agreement, the license of the Space granted to the Exhibitor shall cease and:

8.3.1. where the agreement is terminated in accordance with Clause 8.1, the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

30% of the Fee on or before 13 February 2023;
40% of the Fee on or before 14 February 2023; and
30% of the Fee on or before 18 April 2023.

8.3.1.1. where the termination occurs on or before 13 February 2023, 30% of the Fee;

8.3.1.2. where the termination occurs between 14 February 2023 and 17 April 2023 (inclusive), 70% of the Fee; or

8.3.1.3. where the termination occurs on or after 18 April 2023, 100% of the Fee; or

8.3.2. where the agreement is terminated in accordance with Clause 8.2, the Organiser shall refund the Fee to the Organiser within thirty (30) days of the date of termination.

8.4. The Organiser shall be entitled to immediately and without notice 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. In the event that the Exhibitor is excluded from the Venue pursuant to this Clause, the Fee shall be forfeited to the Organiser as liquidated damages and not as penalty.

9. VARIATIONS TO EXHIBITION

9.1. The Organiser may vary the Exhibition in any way if it considers, in its absolute discretion, it is necessary or desirable to do so. Such variations may include, without limitation, the dates, duration or opening times of the Exhibition; the Venue; the activities, exhibitors, layout, facilities or schedule at or of the Exhibition; and the theme, style or content of the Exhibition. If the dates of the Exhibition are varied, the Organiser may, acting reasonably, amend the dates referred to in clauses 4.4 and 8.3 of these terms and conditions and the dates in the key terms section of the Information Pack. The Organiser shall provide the Exhibitor with written notice of any variation to the dates or Venue of the Exhibition, or the dates referred to in clauses 4.4 and 8.3 of these terms and conditions or the key terms section of the Information Pack.

9.2 The Organiser may vary the Information Pack at any time in its absolute discretion.

10. GST

9.1. 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 9 bear the same meaning as those expressions in the GST Act.

9.2. Except where express provision is made to the contrary and subject to this paragraph 9, 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 Exhib-

itor 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.

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 and during any period the Exhibitor is granted access to the Venue in connection with the Exhibition, including without limitation, all fire and health and safety regulations, the law in relation to copyright and intellectual property, the rules and regulations set out in the Exhibitor Manual, and any additional rules imposed by the operator or owner of the Venue or the government from time to time.

10.2. The Exhibitor shall not use, and shall not allow its employees, agents, contractors or invitees use any flammable materials for building, decorating, furnishing or covering the Booth or any part of the Booth.

10.3. The Exhibitor shall not bring, and not allow its employees, agents, contractors or invitees bring any explosives, detonating or fulminating compounds or other dangerous materials into the Venue.

11. LAW AND JURISDICTION

11.1. These terms and conditions shall be construed in accordance with the laws of Victoria and any dispute or court proceedings must be heard in the state of Victoria or any other jurisdiction chosen by the Organiser.

12. NOTICES

12.1. Unless the Terms provide otherwise, all notices and other communication with these Terms shall be sent by registered post, airmail, courier, or fax to the address as specified for each party in the Application Form or to such other address as either party may notify for such purpose. Communications may be sent by email with the knowledge and written consent of the recipient.

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

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

Melbourne Art Foundation
designfair@melbourneartfoundation.com
designfair.melbourne

An initiative of the National Gallery of Victoria delivered in collaboration with the Melbourne Art Foundation.

