

GALLERY INFORMATION PACK

MELBOURNE ART FAIR



18 – 21 FEB 2027



THE PREEMINENT PLATFORM FOR CONTEMPORARY ART SINCE 1988

Operating since 1988, Melbourne Art Fair returns for its 20th edition from 18–21 February 2027 at the Denton Corker Marshall–designed Melbourne Convention and Exhibition Centre.

The Fair will showcase new and established artists presented by leading Australian and international contemporary galleries. It will continue its focus on solo and tightly curated presentations, supporting both the critical and commercial success of participating galleries.

With an emphasis on new work created specifically for the Fair, alongside important and rarely exhibited pieces, visitors will experience a concise overview of contemporary artistic practice across the region.

In 2026, the Fair attracted 20,987 visitors over four days and generated AUD \$16.4 million in artwork sales. Building on this success, Melbourne Art Fair will continue to grow audiences for contemporary art and further position Naarm/Melbourne as a global creative city and Australia's leading art market hub.

VIP Preview/Vernissage: Thursday 18 February 2027

Fair Dates: Friday 19 to Sunday 21 February 2027

Location: Melbourne Convention and Exhibition Centre



2026 FAIR IN REVIEW:

- 60+ GALLERIES
- 20,987 VISITORS OVER 4 DAYS
- AUD \$16.4M IN ARTWORK SALES
- AUD \$105K+ IN GRANTS DISTRIBUTED EACH EDITION
- ARTIST FEES AND GRANTS PROGRAM
- MELBOURNE ART FOUNDATION ART ACQUISITION SUPPORT FUND
- MARKETING CAMPAIGN REACH OVER 17M



“THE 2026 FAIR KICK-STARTED THE YEAR IN SUCH A WAY THAT I’M REALLY LOOKING FORWARD TO THE 2027 EVENT... AFTER TWENTY-ODD MELBOURNE ART FAIRS, I’M STILL SMILING.”

WILLIAM NUTTALL, DIRECTOR, NIAGARA GALLERIES, NAARM/MELBOURNE



“I LOVED THE OPPORTUNITY TO BE PART OF THE MELBOURNE ART SCENE FOR A WEEK. VIBRANT, COLLEGIAL, INTELLIGENT AUDIENCE AND COLLEAGUES.”

EMIL SCHEFFMANN, DIRECTOR, GRACE, TAMAKI MAKAURAU/AUCKLAND, AOTEAROA

“AFTER 10 YEARS OF RUNNING THE GALLERY, I CAN’T FULLY EXPRESS HOW GRATEFUL I AM FOR HAVING HAD THE OPPORTUNITY TO PARTICIPATE IN MELBOURNE ART FAIR. I MET SO MANY WONDERFUL PEOPLE, AND HAD THE MOST WONDERFUL EXPERIENCE, I FEEL SO EXCITED FOR THE FUTURE.”

CONOR STEIN O’SHEA, DIRECTOR, S_Y_D_N_E_Y_S_Y_D_N_E_Y, GADIGAL LAND/SYDNEY

APPLICATION INFORMATION

IN 2026 MELBOURNE ART FAIR DELIVERED OVER \$16.4M IN SALES AND CLOSE TO 21,000 VISITORS OVER FOUR DAYS. BUILDING ON THE SUCCESS OF ITS 2026 EDITION, MELBOURNE ART FAIR WILL RETURN TO THE MELBOURNE CONVENTION AND EXHIBITION CENTRE TO CELEBRATE ITS 20TH ITERATION IN 2027.

GALLERIES ARE INVITED TO SHOWCASE THEIR ARTISTS THROUGH SOLO AND TIGHTLY CURATED PRESENTATIONS WITH NEW, NEVER-BEFORE OR RARELY SEEN, AND IMPORTANT WORKS. GALLERIES REPRESENTING LIVING ARTISTS AND HOLDING REGULAR PUBLIC EXHIBITIONS THAT EMBODY EXCELLENCE, WITH LOYALTY TO THE CURATORIAL ENDEAVOUR OF THE FAIR, CAN SUBMIT PROPOSALS FOR CONSIDERATION BY THE SELECTION COMMITTEE.

AS A BOUTIQUE-SIZED FAIR WITH A LIMITED NUMBER OF SPACES AVAILABLE, INTERESTED GALLERIES ARE ENCOURAGED TO CONSULT WITH FAIR DIRECTOR MELISSA LOUGHNAN BEFORE COMMENCING THEIR APPLICATION. THIS CONSULTATIVE APPROACH HELPS TO ENSURE A CRITICALLY AND COMMERCIALY SUCCESSFUL FAIR FOR PARTICIPATING GALLERIES.

FOR FURTHER INFORMATION PLEASE CONTACT:

MELISSA LOUGHNAN, FAIR DIRECTOR

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ZACHARY CALLEJA, FAIR COORDINATOR

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GALLERIES

SOLO PRESENTATIONS OF NEW AND ESTABLISHED ARTISTS, EXCEPTIONAL TWO-PERSON SHOWS AND RESEARCH-DRIVEN, CURATED SMALL-GROUP EXHIBITIONS ARE ENCOURAGED. GALLERIES APPLYING WITH SINGLE-ARTIST PRESENTATIONS WILL BE GIVEN SELECTION PREFERENCE.

30SQM	\$615 PER/SQM	AUD\$18,450 +GST
50SQM	\$626 PER/SQM	AUD\$31,300 +GST
80SQM	\$636 PER/SQM	AUD\$50,880 +GST
100SQM	\$646 PER/SQM	AUD\$64,600 +GST

YOUNG GALLERIES

GALLERIES ESTABLISHED IN OR AFTER 2019 WILL BE CONSIDERED FOR SUBSIDISED BOOTHS TO BE INTEGRATED THROUGHOUT THE FAIR, PLACING YOUNG DEALERS ALONGSIDE THE MOST ESTABLISHED GALLERISTS FROM THE REGION.

25SQM	\$388 PER/SQM	AUD\$9,700 +GST
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IMPORTANT DATES

APPLICATION DEADLINE	FRIDAY 22 MAY 2026
SELECTION NOTIFICATION	FRIDAY 29 MAY 2026
BOOTH FEE DEPOSIT (30% OF TOTAL)	MONDAY 15 JUNE 2026
SECOND BOOTH FEE PAYMENT (40%)	MONDAY 21 SEPTEMBER 2026
FINAL BOOTH FEE PAYMENT (30%)	MONDAY 16 NOVEMBER 2026
BOOTH ADDITIONAL ORDERS PAYMENT	MONDAY 23 NOVEMBER 2026

BOOTH PACKAGE

INCLUDED

STANDARD PACKAGE WALLING (3.6MH)
STANDARD LIGHTING
BOOTH SIGNAGE
GALLERY WEBSITE PROFILE
EXHIBITOR PASSES
VIP PASSES
VERNISSAGE TICKETS
GENERAL TICKETS
MAF VIRTUAL PROFILE
ACCESS TO SHARED VIEWING ROOM
SOFT PACKAGING STORAGE
EXHIBITOR LOUNGE

NOT INCLUDED

ADDITIONAL WALLING
ADDITIONAL LIGHTING
ELECTRICAL OUTLETS
FURNITURE
SECURE ARTWORK STORAGE (AVAILABLE ONSITE)
PUBLIC LIABILITY AND ARTWORK INSURANCE SHIPPING/FREIGHT
CAR PARKING

SELECTION AND ELIGIBILITY CRITERIA

SOLO PRESENTATIONS ARE STRONGLY ENCOURAGED AND WILL BE GIVEN PREFERENCE. TWO-PERSON AND FOCUSED GROUP PRESENTATIONS WILL ALSO BE CONSIDERED BY THE INDEPENDENT SELECTION COMMITTEE. PREFERENCE IS ALSO GIVEN TO NEW, NEVER-BEFORE OR RARELY SEEN, AND IMPORTANT ARTWORKS.

SELECTION IS BASED ON THE CURATORIAL STRENGTH OF THE PROPOSAL, THE GALLERY'S PROGRAM AND ARTISTS, PAST FAIR PARTICIPATION, AND INTERNATIONAL ACTIVITY.

APPLICANTS MUST SUBMIT GALLERY INFORMATION, EXHIBITION DESCRIPTION, BOOTH PLAN, ARTIST CVS AND IMAGES. GALLERIES WILL BE NOTIFIED IN WRITING OF THE OUTCOME.

JOINT APPLICATIONS MUST BE SUBMITTED SEPARATELY BY BOTH PARTIES. GALLERIES MAY PRESENT ARTISTS DECEASED WITHIN 40 YEARS WITH ESTATE SUPPORT. SECONDARY MARKET GALLERIES MAY APPLY BUT CANNOT EXCEED 20% OF EXHIBITORS. SELF-REPRESENTING ARTISTS ARE NOT PERMITTED.

MCEC/ VENUE

Melbourne Art Fair takes place within the Denton Corker Marshall-designed Melbourne Convention and Exhibition Centre, located on the Yarra River in South Wharf. Colloquially known as 'Jeff's Shed', the state-of-the-art convention venue boasts pillarless exhibition bays with soaring 18-metre-high ceilings. The venue is situated within a 1km radius of the Melbourne Arts Precinct, which is home to over 20 cultural institutions and organisations including the National Gallery of Victoria, the Australian Centre for Contemporary Art, the University of Melbourne Southbank Campus, including Buxton Contemporary, and The Arts Centre, Melbourne.

The MCEC is within walking distance of more than 50 restaurants, cafes and bars, and 25 hotels including The Hyatt Centric, Hannah St Hotel, The Ritz-Carlton Melbourne, Crown Melbourne, The Langham, Pan Pacific Melbourne and The Novotel South Wharf.

MELBOURNE CONVENTION AND EXHIBITION CENTRE
2A CLARENDON STREET, SOUTH WHARF VIC 3006
ENTRANCE VIA CLARENDON STREET, DOOR 3



ORGANISERS

ESTABLISHED IN 2003, MELBOURNE ART FOUNDATION IS A NONPROFIT ORGANISATION ESTABLISHED TO PROMOTE AND SUPPORT CONTEMPORARY ART AND LIVING ARTISTS. COMMITTED TO BRINGING ARTISTS, GALLERIES, COLLECTORS, AND VISITORS TOGETHER, THE FOUNDATION LEADS THE WAY IN BUILDING AUDIENCES AND A MARKET FOR AUSTRALIAN CONTEMPORARY ART. IT WEAVES TOGETHER COMMERCIAL, SOCIAL, CULTURAL, AND ENVIRONMENTAL THREADS TO SUPPORT THE RICH CULTURAL TAPESTRY OF THE AUSTRALIAN VISUAL ARTS COMMUNITY. MELBOURNE ART FOUNDATION PRODUCES THE NOW ANNUAL MELBOURNE ART FAIR (ESTABLISHED 1988).

- CEO: CLARE MCKENZIE
- FAIR DIRECTOR: MELISSA LOUGHNAN
- HEAD OF CREATIVE/DIRECTOR, COLLECTIBLE DESIGN: ANDY KELLY
- DIRECTOR, GALLERIES: JODIE KRAS
- DIRECTOR OF MARKETING: CRISTINA ULLOA SOBARZO
- VIP & PARTNERSHIPS MANAGER: SARA LAMMARDO
- FAIR COORDINATOR: ZACHARY CALLEJA
- ☒ [MELBOURNEARTFAIR.COM.AU/KEY-PEOPLE](https://melbourneartfair.com.au/key-people)

MELBOURNE ART FOUNDATION BOARD

- CHAIR, PETER JOPLING AM, KC COMPANY DIRECTOR AND PHILANTHROPIST
- MICHAELA WEBB FOUNDER/CREATIVE DIRECTOR, STUDIO ROUND
- ADRIAN FINI OAM FOUNDER/DIRECTOR, FJM PROPERTY AND FINI GROUP
- ROSE HISCOCK DIRECTOR OF MUSEUMS AND COLLECTIONS, UNIVERSITY OF MELBOURNE
- NICHOLAS THOMPSON OWNER/DIRECTOR, NICHOLAS THOMPSON GALLERY
- ANDREW KIRK DIRECTOR, MISTER KIRKY PRESS OFFICE
- ALAN PIGOTT COMPANY DIRECTOR AND PHILANTHROPIST
- DAINE SINGER DIRECTOR, DAINE SINGER
- JACK WILKIE-JANS ABORIGINAL AFFAIRS ADVOCATE, ARTIST, & ARTSWORKER

Melbourne Art Foundation
11 Palmer Parade Cremorne
VIC 3121 Australia
maf@melbournartfoundation.com
melbournartfair.com.au



MELBOURNE ART FAIR



FUTURE LOADING...



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 Art 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:
\$/ SQM
30 SQM \$615
50 SQM \$626
80 SQM \$636
100 SQM \$646
Young Galleries
25 SQM \$388

“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 ransportation 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, 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 15 June 2026
40% of the Fee on or before 21 September 2026; and 30% of the Fee on or before 16 November 2026.

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:

Up to and including 21 September 2026:
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

22 September 2026 to 16 November 2026:
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

17 November 2026:
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. While galleries are eligible to apply for joint presentations, the Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it unless otherwise agreed with the Organiser in writing.

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.

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:

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

6.5.2 the Exhibitor’s use of the Space or participation in the Exhibition; and

6.5.3 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:

8.3.1.1. where the termination occurs on or before 21 September 2026, 30% of the Fee;

8.3.1.2. where the termination occurs between 22 September and 16 November 2026 (inclusive), 70% of the Fee; or

8.3.1.3. where the termination occurs on or after 17 November 2026, 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 terminate this agreement if an Exhibitors engages in any conduct that may bring the Organiser / Exhibition into disrepute, harm the Organiser / Exhibition’s reputation or interests, or incites violence, harm or fear.

8.5. 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 3.1, 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 3.1, 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

10.1. 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 10 bear the same meaning as those expressions in the GST Act.

10.2. Except where express provision is made to the contrary and subject to this paragraph 10, 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.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1. 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.

11.2. 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.

11.3. 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.

11.4. All artwork shown by the Exhibitor must comply with all applicable Australian laws. Exhibitors cannot present works that incite racial hatred, breach vilification laws, defame another, or contain content that could be considered criminal.

12. LAW AND JURISDICTION

12.1. 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.

13. NOTICES

13.1. 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.

14. GENERAL

14.1. 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.

14.2. 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.

14.3. 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.