

April 17 - 19, 2020
SHERATON GRAND JAKARTA
GANDARIA CITY HOTEL



ARTMOMENTS
Yesterday Since Tomorrow

TERMS & CONDITIONS

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Art Moments Jakarta (hereinafter referred to as “**Show**”) is an annual, international art fair produced and managed by PT. INDO SENI AGUNG (hereinafter referred to as “**Organiser**”). The show is held in Sheraton Grand Jakarta Gandaria City Hotel (hereinafter referred to as “**Venue**”) managed by PT. Artisan Wahyu (hereinafter referred to as “**Venue Owner**”).

Subject to the following Terms and Conditions, any interested gallery or dealer may apply to participate in the Show. Only on the Organiser’s acceptance of an application is the applicant thereafter a registered exhibitor of the Show (hereinafter referred to as “**Exhibitor**”), entering into a contract with the Organiser and agreeing to participate and abide by all the Organiser’s Terms & conditions.

The Organiser reserves the right to, at any time, issue other rules and regulations of participation to supplement these Terms & Conditions.

1. Application

1.1. Main Exhibitor

A gallery or dealer wishing to participate in the Show must submit to the Organiser an official reservation form (hereinafter referred to as “**Reservation Form**”) with complete supporting material by the stipulated deadline. The Reservation Form must be completed carefully and must include a legally binding signature by an authorised signatory. Incomplete or unsigned Reservation Forms will not be considered. Reservation Form is an integral part of the Terms and Conditions which are not separated. Terms and Conditions can also be viewed on www.artmomentsjakarta.com

By submitting Reservation Form, the applicant expresses his serious intention and commitment to participating in the Show.

Once submitted, modifications to the Reservation Form are not permissible and will not be considered effective unless the Organiser agrees to the modifications in writing. The Reservation Form and supporting materials, once submitted, remain the property of the Organiser and will not be returned.

The Exhibitor has to inform the Organiser of any changes of his address, contact details, business particulars or similar data within fourteen (14) days of such change(s). The number of exhibition spaces and the number of Exhibitors are limited. An application does not constitute an automatic right of admission to the Show. Admission to a previous Show does not constitute an automatic right of admission to the upcoming Show which this application represents nor to the allocation of the same booth location as at a previous Show.

The Organiser will not entertain requests as a pre-condition for participation, such as the exclusion of competitors from the Show or a request for a specific booth location.

1.2. Co-Exhibitor

In the case of a booth shared by two Exhibitors, one Exhibitor must assume the duties of a Main Exhibitor, in accordance with clause 1.1 above, while the other will be considered his Co-Exhibitor. The Co-Exhibitor will be admitted to the Show only with the express consent of the Organiser. The Co-Exhibitor's application is subject to the same terms and conditions applicable to the Main Exhibitor (clause 1.1). The Main Exhibitor is liable to the Organiser for the obligations of his Co-Exhibitor.

2. Notification Of Application Outcome And Confirmation Of Admission

The Organiser will, in writing, inform all applicants of his final decision concerning each application. In the case of successful applicants, the Organiser will state his acceptance of the Exhibitor and the art works of projects proposed and accepted (hereinafter referred as "Exhibits"). In the case of unsuccessful applicants, the Organiser is not obliged to state the grounds for his decision. The Organiser will not consider appeals or requests for re-consideration made by an unsuccessful applicant or any third party after his final decision.

3. Acceptance Of The Conditions

When the Exhibitor signs the Reservation Form, Exhibitor has immediately understood and accepted all applicable Terms & Conditions, as stated in Clause 1.1.

4. Conditions For Admission

4.1. General

The Organiser has the sole and final discretion to decide on the admission of galleries, dealers, artists and exhibits to the Show and, where applicable, to certain exhibition sections of the Show. The Organiser will inform the Exhibitor in writing of his decision for which he is not obliged to give reasons.

The organiser shall have the right to revoke and refuse admission already granted to the Show on one or more of the following grounds:

- If the Exhibitor has not fulfilled his financial obligations towards the Organiser according to the payment schedule stipulated
- If it should transpire that admission as granted based on false information provided by the Exhibitor or if the Exhibitor has falsely declared meeting the/any preconditions for admission;
- If the Exhibitor is no longer able to fulfil specific existent preconditions for admission;
- If the Exhibitor's conduct at a previous Show has given reason for justified complaints by visitors or other Exhibitors.

The Organiser shall have the right to review the admission conditions and allow exceptions in justified cases

4.2. Admitted Exhibitors

Sub-rental of a booth without financial compensation, or allowing third parties to use the booth or any part thereof, or assigning the booth or part thereof to third parties in any other way is strictly prohibited and will lead to the Exhibitor's immediate exclusion from the Show. The organiser reserves the right to remove, confiscate and destroy any Exhibits or belongings of such third parties without any right of compensation.

4.3. Permitted Exhibits

The primary criterion for the admission of Exhibits is the quality of the proposed art works or projects for the Show (or specific exhibition sections of the Show, if applicable). The Exhibits intended for exhibition must be listed in the supporting material accompanying the Application Form and the Organiser shall have the right to obtain detailed information on the individual Exhibits the Exhibitor intends to present. Only those Exhibits approved by the Organiser in writing may be exhibited. The Exhibitor is not permitted to display Exhibits not approved by the Organiser at any time during the Show.

Any later changes of the proposed Exhibits before the Show's opening must be communicated to the Organiser at least three (3) weeks before the Show's opening. Such changes shall not be effective unless approved by the Organiser in writing. The Organiser is entitled to remove, at the Exhibitor's expense, Exhibits which were not approved or which restrict access in the area surrounding the said Exhibit.

It is the Exhibitor's responsibility to supply accurate specifications, such as measurements, weights and other technical information (e.g. electrical wiring, media properties, etc.) in respect of the Exhibits and their display. The Exhibitor shall be solely responsible for any consequences resulting from inaccurate information concerning an Exhibit's specifications and liable for any resulting ancillary costs, in particular those incurred by the Organiser and/or the Venue Owner.

5. Booth Allocation

Once admitted to the Show and all other admission requirements having been fulfilled by the Exhibitor, the Organiser shall inform the Exhibitor of the allocated booth area and booth location in the form of, respectively, a booth grid drawing and a positioning plan. The positioning plan is produced by the Organiser taking into consideration the relevance of the approved Exhibits in relation to the overall exhibition design and concept of the Show. An Exhibitor's request regarding a specific booth location will not be entertained.

Due to technical reasons, the booth's actual dimensions, within a reasonable extent, may deviate from the dimensions indicated in the booth diagram. Such reasonable deviations do not entitle the Exhibitor to a reduction of the booth price nor give him a right to reduce or withhold any payments due to the Organiser.

The Organiser is entitled to deviate, to a reasonable extent, from the booth dimensions or to alter the configuration or location of the booth if necessary, in particular for reasons pertaining to the overall concept and impression of the Show or due to technical constraints. The Organiser is not liable to the Exhibitor for any consequences arising from the location of the allocated booth.

Any objections to the booth allocation must be made to the Organiser in writing, and reasons must be given, within ten (10) days of receipt of the booth grid drawing/positioning, plan, otherwise the booth allocation will be considered final. The Organiser makes every effort to meet justified requests for changing to the booth allocation. A final decision on objections to the booth allocation will be made by the Organiser within two (2) weeks of receipt of the objection.

6. Payment Conditions

6.1. General

Booth prices are stated in the Reservation Form. The prices for any additional services are listed in the Exhibitor Manual, which will be dispatched following the Exhibitor's admission.

The Organiser reserves the right to lay down special terms of payment for individual Exhibitors.

6.2. Payment Schedule

All payments must be made according to the payment schedule specified in the Reservation Form, the invoice and client reference information. Special payment terms for applications received at short notice may apply.

6.3. Early Bird Discount

The reduced price for early bookings ("Early Bird Discount") is valid only if the Exhibitor has both met the application deadline including the submission requirements as specified in the Reservation form and paid by the specified deadlines. The Standard Rate will apply in case of late payment(s) and the Exhibitor will be billed accordingly.

6.4. Rights Of The Organiser In The Event Of Late Payment

If funds due to the Organiser are not received by the deadlines specified in the Reservation Form or as agreed otherwise, the Organiser reserves the right to cancel with immediate effect the agreement concluded, by giving ten (10) working days prior written notice, and to dispose of the allocated booth. In this case, the defaulting Exhibitor is liable to pay administrative costs amounting to 25% of the original total sum due to the Organiser, less any payments received, within fourteen (14) days the respective invoice's receipt.

The organiser must have received all payments due – or a legally valid proof of payments made – before the Exhibitor receives his Exhibitor Pass as stipulated in the Exhibitor Manual. Failure to do so will entitle the Organiser to, at its discretion, refuse the Exhibitor access to the Venue and/or clear the Exhibitor's booth immediately, at the Exhibitor's expense.

6.5. Final Invoice

If applicable, the Exhibitor will receive the final invoice for any additional services provided before the Show's official opening. This final invoice is due the date as specified in the Reservation form. Any objections to the final invoice must be submitted to the Organiser in writing within two (2) days of the invoice's receipt otherwise the said invoice will be considered as final.

7. Cancellation Or Failure To Participate On The Part Of The Exhibitor

If an Exhibitor cancels participation in the Show after receiving confirmation of participation, the Exhibitor is liable for 20% of the invoiced price of the booth as well as for any ancillary costs incurred by the Organiser.

If an Exhibitor cancels participation or fails to participate in the Show after receiving confirmation of the booth area and location ("withdrawal"), the Exhibitor is liable for the full price of the booth as well as for any ancillary costs incurred by the Organiser.

If the Organiser succeeds in re-letting said booth to another Exhibitor thirty (30) days before the Show's Private Preview, as defined in the Exhibitor Manual, without financial loss, the withdrawing Exhibitor must pay compensation amounting to 25% of the original booth costs within fourteen (14) days of the invoice's receipt.

If said booth can be re-let to another Exhibitor only in part, the withdrawing Exhibitor is liable for the cost of the booth area that has not been re-let.

If the withdrawal occurs thirty (30) days or less before the Show's Private Preview, as defined in the Exhibitor Manual, the withdrawing Exhibitor is liable for the full price of the booth and any ancillary costs incurred, regardless if whether the booth can be re-let, either fully or in part, to another Exhibitor.

The Organiser reserves the right to dispose of booths that have not been occupied by the Exhibitor 24 hours or less before the Show's Private Preview. In this case, the Exhibitor loses his right to participate in the Show. Such Exhibitor is, however, still liable for the full price of the booth and any ancillary costs incurred. Furthermore, the Organiser reserves the right to charge other costs arising from the non-occupancy of the booth.

8. Reduction Of The Confirmed Booth Area

If an Exhibitor requests to reduce his allocated booth area less than three (3) months before the Show, he continues to be liable for the full price of the originally allocated booth size and any additional ancillary costs incurred by the Organiser as a consequence of the request. If the Organiser succeeds in re-letting the excess booth area to another exhibitor, the Exhibitor who requested the reduction of his allocated booth area is liable to compensate the Organiser the sum of Rp. 5.000.000, payable to the Organiser latest by the date of the Show's Private Preview, as defined in the Exhibitor Manual.

9. Information Media

Each Exhibitor, including Co-Exhibitors, must furnish and where required enter the required data in all media platforms of the Show, printed and/or digital (e.g. website, catalogue, online platform, etc.). the Organiser shall not be liable for any incorrect, incomplete or missing entries.

10. Additional Services

Additional services such as booth equipment and technical interfaces, booth security, internet and catering, must be ordered via specific forms provided in the Exhibitor Manual.

11. Exhibitor Passes And Contractor Passes

11.1. Exhibitor Passes

The Exhibitor will receive a limited number of Exhibitor Passes valid for the duration of the Show (inclusive of the Exhibitor move-in and move-out period), for use by himself and his employees staffing their booths. These Exhibitor Passes allow free entry to the Show during the exhibition period.

11.2. Contractor Passes

The Exhibitor will receive Contractor Passes for any auxiliary contractors employed during the Exhibitor move-in and move-out periods. The contractor passes are only valid during the move-in and move-out periods and do not allow the holder to enter the Venue or the Show during the exhibition period. Exhibitors' appointed and registered contractors must observe all rules and regulations set by the Organiser, the Official Show Builder and the Venue Owner while working at the Venue. Foreign contractors must produce the necessary work permits and documents when required.

11.3. Violations of Exhibitor Passes and Contractor Passes

All Exhibitor Passes and Contractor Passes are private and non-transferable. Sign holders are not permitted to allow unregistered people to enter the Art Fair. If a violation occurs, the Organizer has the right to cancel the passes.

12. Official Approval, Legal Regulations, Technical Guidelines

It is responsibility of the Exhibitor to obtain any official licence or approval required and to ensure compliance with all regulations and other legal requirements in force in respect of his Exhibits. Exhibitors must follow the Show's technical guidelines contained in the Exhibitor Manual, particularly those pertaining to booth construction and design as well as fire and safety regulations.

13. Domiciliary Rights

During the Show as well as during the Exhibitors' move-in and move-out periods the Exhibitor shall be subject to any by-laws, rules, regulations, terms, and conditions of the Venue Owner. The Exhibitor must comply with all instructions given by the Venue Owner.

14. General Regulations And Deadlines

14.1. Deadlines

All-important schedules and deadlines are specified in the Exhibitor Manual. Exhibitors are required to observe the deadlines set by the Organiser and make the necessary submissions and payments as specified to avoid late fees charge where applicable.

14.2. Move-out Period

Booths must not be vacated before the end of the Show. Removal of Exhibits and other items belonging to or in the possession of the Exhibitor must be completed by the end of the allotted move-out period. On expiry of this period the Organiser reserves the right to dismantle, remove and store Exhibits or any items belonging to the Exhibitor at the Exhibitor's expense. In such cases the Organiser will only be liable for losses of or damages to Exhibits if such losses or damages are due to deliberate action or gross negligence by the Organiser or his agents.

15. Booth Construction And Design

All booths will be constructed by the Official Show Builder appointed by the Organiser and must comply with regulations governing the overall design of the Show as well as fire and safety requirements. The Show regulations and other fire and safety regulations are published in the Exhibitor Manual. The Organiser reserves the right to prohibit construction of unsuitable or inadequately designed booths.

The Organiser must be informed of deviations to the standard booth design, if so desired by the Exhibitor. Such deviations (e.g. closed ceilings, changes in wall height, floor coverings, etc.) must be clearly indicated on the Exhibitor's booth grid drawing. The Organiser reserves the right to prohibit the requested deviations at his own discretion.

16. Acceptance Of Booth Condition

The Exhibitor has, at the time of moving in, the responsibility to verify condition of his booth and to report any defect immediately to the Organiser. If the Exhibitor does not report any such defect immediately to the Organiser, the Exhibitor shall be deemed to have accepted the booth in the state it was found at the time of moving in.

17. Booth Operation

The Exhibitor must ensure that his booth is in operation throughout the Show's opening hours, without any interruption. The booth must be correctly equipped and staffed by the Exhibitors and/or his employees.

Exhibits must present only within the booth area, unless otherwise authorised by the Organiser in writing. Light installations (e.g. neon, ED displays, etc.) may be displayed on external walls of the booth, if applicable. The Exhibitor must inform the Organiser in advance of any high voltage light installations for advance clearance of display. Audio-visual works must be presented with a reasonably subdued volume at all times.

Posters or any other similar forms of advertising material are not permitted unless otherwise authorised by the Organiser in writing. Any form of display, objects performance that could cause disturbance to neighbouring Exhibitors or visitors are prohibited. Displays, objects or performances must not impede visitor traffic in the aisles. Any performances conducted in the booth must not cause disturbance to neighbouring Exhibitors or visitors either visually, acoustically or spatially and must be approved in advance by the Organiser in writing.

18. Authenticity And Quality Of Exhibits

Exhibitors must guarantee the authenticity and legal provenance of their Exhibits presented at the Show. An Exhibit must not constitute an infringement of Intellectual Property Rights of third parties. Exhibitors must meet the quality standard defined by the Organiser throughout the Show duration. If the organizer questions the authenticity and provenance of the exhibits, the exhibitor must change or show the provenance of the exhibit.

19. Change Of Exhibit Displays

Exhibitors are required to take care so as not to cause disturbance and disturbance to the neighbouring booths during any change of Exhibits. Exhibitors are permitted to change the Exhibits only before the Show's opening hours.

20. Customs, Tax

Exhibits, including hand-carried Exhibits entering Indonesia, must be appropriately cleared by Customs and any other relevant government authority. Additional information is available in the Exhibitor Manual.

21. Insurance

Exhibitors must maintain adequate insurance cover in respect of all Exhibits and belongings at all times, especially during transport to and from the Venue and during the Show. Exhibitors are strongly advised to take out an all-risks insurance cover. Cover must also include booth installations against fire and similar hazards as well as third party liability.

22. Security

The Organiser will provide general security at the Venue. Additional security arrangements for an Exhibitor's booth are the responsibility of the individual Exhibitor. An Exhibitor may request, through the Organiser and at additional charges, for private security staff for his booth, subject to written agreement. The Organiser cannot be held liable for any loss, theft or damage.

23. Technical Installations

Electricity, telephone, fax, internet or other services at the Venue will be offered by third parties authorised by the Organiser. Additional charges may apply for such services.

24. Cleaning

General cleaning of the aisles and booths of the Venue will be provided. The Exhibitor is responsible for the tidiness of his booth and any cleaning works must be completed each day prior to the opening of the Show.

25. Liability For Exhibits, Presentations, Booth Operation And Auxiliary Personnel

The Organiser does not assume any responsibility for exercising proper care of Exhibits and booth installations and rejects all liability for damages, theft and losses, both for the time during which the Exhibits are at the Venue and during the course of transportation to and from the Venue.

The Organiser also declines all liability for damages resulting from performances, shows and presentations of an Exhibitor and from opening a booth. The Exhibitor is liable for damages caused by contractors and any other third parties engaged by the Exhibitor.

26. Force Majeure

The Organiser shall not be liable to the Exhibitor for any postponement, shortening, extension, cancellation, modification or temporary or permanent closing of the Show of parts thereof in the event that such acts are caused by laws, regulations or other acts government or public authority, disruption of public utilities, lack of or delays in transportation, shortages of materials, utilities, or labour, striker, lockouts or other labour disputes, war (declared or not), terrorism or other armed hostilities, fires, explosions, earthquake, epidemics, typhoons, floods, tsunamis or other natural calamities or any other circumstance beyond the reasonable control of the Organiser (“force Majeure”).

In the event of Force Majeure, payments already made will be refunded to an Exhibitor after deduction of cost and expenses already incurred by the Organiser.

27. General Conditions

An Exhibitor contravening the provisions of the Organiser or the Venue Owner can be excluded from the Venue by the Organiser with immediate effect and shall be liable for the full cost of the booth and for any ancillary costs incurred.

Should translated versions of the Terms and Conditions or Exhibitor Manual or any other regulations give rise to differences of opinion in their interpretation, only the English language version shall be binding.

The Organiser reserves the right to issue special terms or conditions for an individual Exhibitor, in which case any special terms and conditions take precedence over the general ones.

28. Entire Agreement

This Terms and Conditions, Exhibitor Proposal, Exhibitor Manual as well as the Reservation Form, constitute the entire understanding of the Organiser and the Exhibitor with respect to the subject matter contained herein, merging and superseding all prior understandings, whether written or oral, between the Organiser and the Exhibitor.

29. Partial Invalidity

If any term or provision in this Terms and Conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Terms and Conditions but the enforceability of the remainder of this Terms and Conditions shall not be affected.

30. Modification

This Terms and Conditions may only be amended or supplemented by written agreement signed by duly authorized representatives of both the Organizer and the Exhibitor.

31. Waiver

A failure by the Organiser to exercise, or a delay in exercising, any right or remedy under this Terms and Conditions shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Organizer may otherwise have and no single or partial exercise of any right or remedy under this Terms and Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

32. Contract (Rights of Third Parties) Act

A person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) to enforce any of the terms of this Agreement.

33. Personal Data Consent

To administer and/or manage interests in the Show, the Organiser, including his employees, affiliates, agents or related corporations, will necessarily need to collect, use, disclose and/or process certain personal data or personal information about the Exhibitor.

Such personal data will be collected, used, disclosed and/or processed by the Organiser for the purpose(s) of:

- (a) Processing, administering and/or managing the Exhibitor's interest in the Show, products, services and future events, as well as future launches and promotions of the Organiser;
- (b) Contacting the Exhibitor on matters relating to the Exhibitor's interests in the Show, products, services and future events, as well as future launches and promotions of the Organiser;
- (c) Processing the Exhibitor's payment in relation to the Show, including with out limitation the processing of the Applicant's personal data by the Organiser as well as its associated banks and legal advisors;
- (d) Inviting the Exhibitor to attend any corporate, arts and/or similar events;
- (e) Complying with all applicable laws, regulations and guidelines;
- (f) Carrying out due diligence or other screening activities (including background and verification checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by the Organiser;
- (g) Carrying out the Applicant's and/or the Exhibitor's instructions or responding to any enquiries made by the Exhibitor;
- (h) Processing and sending to the Exhibitor marketing, advertising and promotional information on products, future events, launches and promotions of the Organiser via postal mail, courier and/or electronic mail;

(Collectively, the "Purposes")

1. The Exhibitor also hereby acknowledges that the Organiser may/will also be collecting from sources other than the Exhibitor, personal data about the Exhibitor, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.
2. Such personal data of the Exhibitor will/may be disclosed by the Organiser to third party service providers or agents (whether in Indonesia or elsewhere in the world where such service providers are sited) for one or more of the above Purposes, as such third-party service providers or agents, if engaged the Organiser, would be processing the Exhibitor's personal data for the Organiser, for one or more of the above Purposes.

If the Exhibitor has any questions relating to the Organiser's collection, use and disclosure of the Exhibitor's personal data, the Exhibitor may contact the Organiser's Data Protection Officer at distry@artmomentsjakarta.com or such other person as the Organiser may designate, from time to time, whether by informing the Exhibitor through any letter, circular, notice, email or on the Organiser's website at www.artmomentsjakarta.com.

For the avoidance of doubt, in the event that Indonesia personal data protection law permits an organisation such as the Organiser to collect, use or disclose the Exhibitor's personal data without the Exhibitor's consent, such permission granted by the law shall continue to apply.

1. The headings are inserted for reference only and shall not affect the construction of the Terms and Conditions. Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing an individual shall include a company or corporation and vice versa. 'in writing' includes correspondences via electronic mail, facsimile, express mail (or similar courier service), air mail, or by personal delivery.
2. All parties ignore, to the extent permitted by applied law, the use of article 1266 of the Indonesian Civil Law and agree that approval from the judiciary is not required.

34. Place of Jurisdiction

This Reservation form and the Terms and Conditions attached herein shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

All disputes, controversies of differences arising out of, in relation to or in connection with this Application Form and the Terms and Conditions attached herein shall be referred to and finally resolved by arbitration in Indonesia in accordance with the Arbitration Rules of the Badan Arbitrase Nasional Indonesia ("BANI"/ "BANI Arbitration Center") for the time being in force which rules are deemed to be incorporated by reference to this clause. The award rendered by arbitration shall be final and binding upon both parties. The Tribunal shall consist of a sole arbitrator.

The Organiser:

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