

**ART SG**

30 OCT - 1 NOV

2020

MARINA BAY

SANDS

SINGAPORE

**APPLICATION  
INFORMATION**



*Image courtesy of Marina Bay Sands*

Set to be the leading art fair in Southeast Asia, ART SG is a dynamic new platform showcasing the most visionary and exciting contemporary art from the region and globally. Launching in October 2020 at the Marina Bay Sands Expo and Convention Center at the heart of Singapore's financial district, ART SG will welcome significant international and regional galleries alongside a cutting edge program of commissioned and site specific installations, special projects, experimental film, thought provoking talks and performances.

Bringing progressive concepts and curation to the Singapore art landscape, ART SG will deliver a custom-built fair of international standard and best practices, working from ground up to build a distinctive identity while fostering artistic excellence

and cultural dialogue across Southeast Asia and the broader Asia Pacific region. Differentiated from other art fairs, ART SG is geared towards the interests of the globally minded collector and aims to expand these interests by promoting new discourse and connections; encouraging cross-border collecting and a broad network of collectors and galleries forming relationships in Singapore.

With three different gallery sectors available for participation: **GALLERIES**, **FOCUS** and **FUTURES**, the fair will showcase high quality international content alongside distinctive Southeast Asian contemporary art practice, creating a multi-faceted place of exploration for new and established collectors.

A NEW MEETING PLACE FOR THE  
INTERNATIONAL ART WORLD.  
A CULTURAL DESTINATION WITH A  
SOPHISTICATED AND INTERNATIONALLY  
MINDED COLLECTING AUDIENCE, AT THE  
NEXUS FOR SOUTHEAST ASIA



The island-state of Singapore is a fast growing financial and cultural economy, ideally situated within the hub of Southeast Asia. Less than a four hour flight from every other major Southeast Asian city, Singapore has an excellent logistics and services infrastructure supportive to large-scale trade and hospitality events, and access to a growing network of high net worth individuals from across the Asia Pacific region. Major event organisers such as the annual F1 Singapore Grand Prix have leveraged on these capacities to stage high profile shows targeting the ultra luxury sector.

Long cited as a model for developing economies in emerging markets in Asia, the Middle East, Africa and South America, Singapore's pro-market policies and exceptional wealth and growth have led to accolades such as being the easiest place in the world to do business, the best port of access for the vibrant Asian market, the world's leader in high-tech exports, and global recognition for its successful investment in the development of human capital.



In 2018, the International Monetary Fund's World Economic Outlook ranked the nation's GDP per capita as 4th highest in the world. Singapore was also listed as also the wealthiest city in Asia beating out Tokyo (8th) and Hong Kong (9th) in Knight Frank's 2018 City Wealth Index. According to the to the Julius Baer Wealth Report: Asia 2018, Singapore is now the second most expensive city in Asia for luxury living, second only to Shanghai. These movements can be traced towards a new generation of Singapore-based professionals who enjoy a high standard of living commensurate with earnings, as well as wealthy second homers from the surrounding countries of China, Indonesia, and the Philippines, among others, gravitating towards the stable governance, banking infrastructure, medical care, and general ease of access in Singapore.



Within the Credit Suisse Global Wealth Report 2018, average wealth per adult in Singapore is at an impressive level. Singapore is ninth in the world in terms of household wealth per adult, giving it the highest rank in Asia. Interestingly, it is now significantly ahead of Hong Kong, which was ranked above Singapore in 2000. Financial assets make up 55% of gross household wealth in Singapore, a ratio similar to that of Switzerland. Singapore has 184,000 USD millionaires, and 220,000 individuals are in the top 1% of global wealth holders, a high number given that Singapore has a population of 6 million.

Singapore is home to one of the most vibrant art scenes and ecologies in Asia, with strong financial and lifestyle ties to other regional capitals such as Jakarta, Manila, Bangkok, Kuala Lumpur and Hanoi. Anchored by major museums such as the National Gallery of Singapore and Singapore Art Museum, which staged high profile shows such as *Minimalism: Space. Light. Object.* (November 2018 – February 2019) and *Yayoi Kusama: Life Is The Heart Of A Rainbow* (June – November 2018), that attracted record breaking crowds, there is significant institution-led outreach and encouragement to draw the general public to visual art events.

A growing regional collector base provides strong artistic patronage and the foundation



*National Gallery of Singapore*

for a thriving gallery scene. Visual arts precinct Gillman Barracks – a former military barracks now re-designated for arts and cultural usage - is home to excellent international and local galleries, national research centre NTU

Centre for Contemporary Art (CCA) Singapore which facilitates a year-long program of international artist residencies, as well as other non-profit art organisations.

## THE AUDIENCE

## SINGAPORE: A NATURAL GATHERING PLACE FOR SOUTHEAST ASIA

ART SG's core audience will comprise new and established art buyers from the Southeast Asia region, including influential collectors and private museum owners, with a range of interests spanning Asian and international modern and contemporary

art across various periods and mediums. Galleries will also have the opportunity to connect with regional real estate and hospitality developers, high profile business leaders, tastemakers, art advisors, curators and critics, and broader members of the art loving

public from across Southeast Asia and Asia Pacific. ART SG has an extensive network of VIPs through our founders' global portfolio of art fairs and our advisory group, which consists of important thought and business leaders across Southeast Asia.

**GALLERIES**

The main sector of ART SG, showcasing outstanding artworks by leading international and regional galleries. Multi-artist programs which reflect the exhibiting gallery's representative roster and identity are welcome for application.

**BOOTH FORMATS**

40, 60, 80, 100, 120 sq.m

**Price:**

US\$ 545 per sq.m

**FOCUS**

A contextualised sector for galleries presenting solo or duo artist programs, or curated thematic presentations. Priority will be given to proposals with an emphasis on Southeast Asian and Asian artists, or emerging to mid career international names, with an aim to showcase the range and development of their practice across different mediums (if applicable), and provide a foundation for insights and discussion of the artists' work.

**BOOTH FORMATS**

30 (solo), 45 – 60 sq.m.  
(two or more artists)

**Price:**

US\$ 485 per sq.m

**FUTURES**

A sector dedicated to supporting young galleries or artist-run spaces under the age of six years, presenting specially created content for ART SG.

Presentations should be created within the past 18 months and not previously exhibited in a gallery or institutional setting.

**Five booths of 25 sq.m**  
**will be made available**

**Price:**

US\$ 10,875

**PARTICIPATION**

Applications to ART SG are open to galleries with primary artist representation or that hold regular curated exhibitions on their own business premises or within external project spaces. Selection for participation is based on the curatorial strength and premise of the gallery's application proposal, exhibition program and roster of represented artists. Criteria such as quality of the artworks, previous

art fair presentations, and associated projects undertaken by the gallery are central to the Selection Committee's decision. For review purposes the ART SG Selection Committee requires a clear description of the proposed presentation at the fair, supporting images, and preferably a provisional sketch of the booth layout.

**INCLUDED**

- Standard walling and lighting package
- Booth signage
- Basic booth cleaning
- Wifi connection at the Fair
- Gallery information published on website
- Exhibitor passes
- Worker passes (valid only for build-up and take down)
- Tickets to the VIP preview and public days
- VIP packages

**EXCLUDED**

- Telephone connection
- Secure artwork storage
- Electrical outlets
- Furniture
- Insurance
- Additional walling
- Additional lighting
- Shipping costs
- Bank charges and/or fees
- Any items not listed in "included"

**WALLS & LIGHTS**

30% of the allocated sq.m booth size will be provided in linear meters of walling free of charge. Booths will also receive a standard allocation of one light per three linear meters of walling. Walls are 3.5 meters high and painted white.

E.g: a 30 sq.m booth will receive 9 meters of walling and three lights free of charge as their booth package. Successful applicants will be able to order additional walls and lights upon approval of final booth design.

**HOW TO APPLY****ONLINE: ARTSG.COM/APPLY**

The online application form asks for gallery information along with an exhibition proposal, images of artworks to be presented at ART SG [or similar if it is a new body of work] and associated supporting material including artist CVs.

**APPLICATION NOTIFICATION**

All applicants will be notified in writing as to the outcome of their application. Decisions of admission are made exclusively by the ART SG Selection Committee and no appeals will be allowed. Please note that confirmation of participation from the Fair Management removes conditional status of admission and gives legal validity to the Exhibitor Contract. For full details please refer to the Terms and Conditions on page 10.

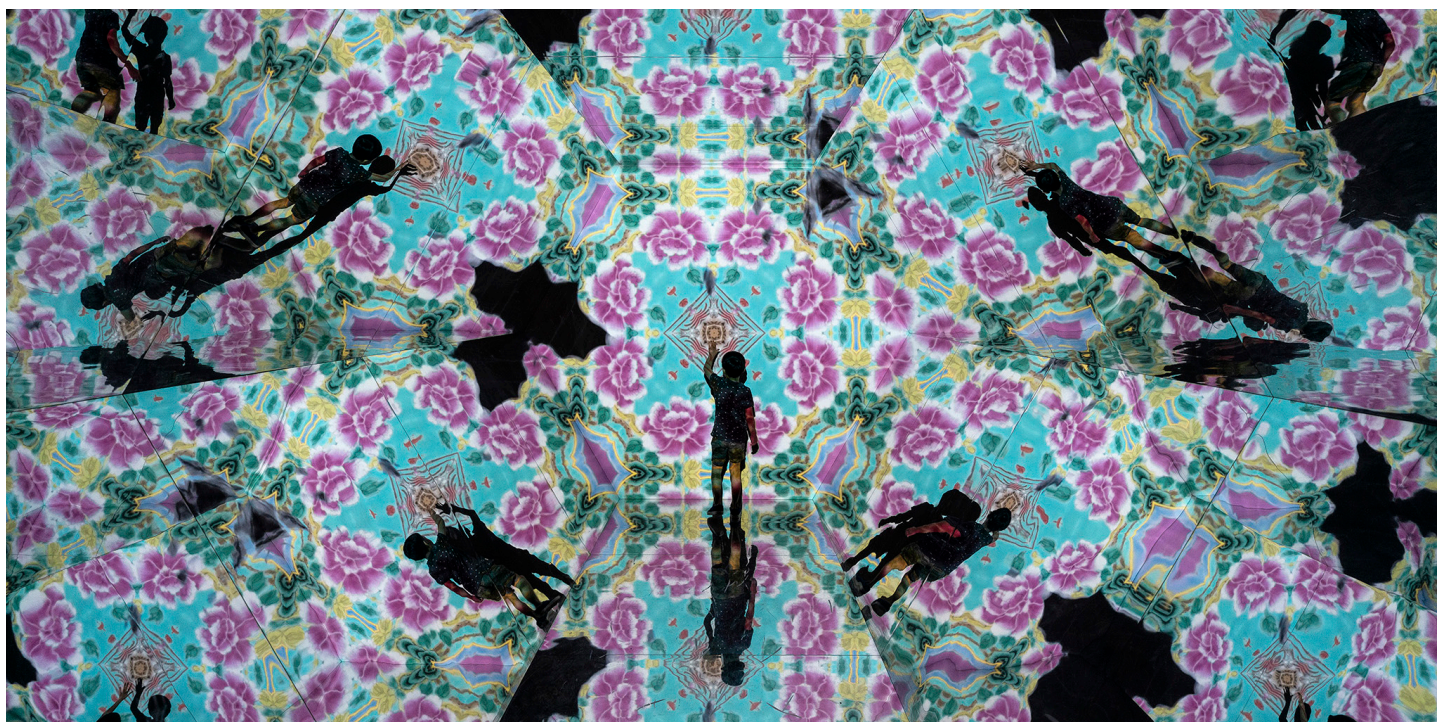
**KEY DATES**

- Booth deposit, 30% of total invoice due and payable 14 days after acceptance
- Second payment, 40% of total invoice due and payable by 1st April 2020
- Final payment, 30% of total invoice due and payable by 1st July 2020

**FOR FURTHER INFORMATION OR TO DISCUSS YOUR APPLICATION PLEASE CONTACT:**

Shuyin Yang  
Fair Director  
shuyin@artsg.com

Emma Battaglione  
Fair Manager  
emma@artsg.com



## PLATFORM

Proposals for dynamic, large-scale and site-specific installations; or thought-provoking performance art to take place around the fair can be submitted for consideration by participating galleries. Selected by an independent curator, these artworks will showcase the latest in contemporary art practice and themes from around the Asia-Pacific region and beyond.

## NEW/NOW

A collaborative salon-style exhibition for participating galleries to submit one artwork by an exciting new artist, priced at US\$ 10,000 and below. This feature will introduce new and young collectors to emerging talents at affordable price points.

## FILM

Participating galleries may submit film or moving image content to this sector; with an emphasis on showcasing new film-making practices, experimental film or film as artistic medium from artists and practitioners from around the SEA and Asia Pacific region.

## RESIDENCIES

Special projects presented by non-profit and incubation spaces showcasing experimental formats and new directions in artistic production from across the Southeast Asia region. Space will be offered on a selective basis.





### WHERE IS THE VENUE?

ART SG will take place at the Marina Bay Sands Expo and Convention Centre, the largest and most versatile exhibition venue in Singapore. Conceived by world-renowned architect Moshe Safdie, Marina Bay Sands is a spectacular integrated resort combining a beautifully designed expo and convention centre, luxury five star hotel, extensive retail and dining development including celebrity chef restaurants, all within one iconic landmark. Located at the heart of Singapore's Central Business District, by car ART SG is 5 - 10 minutes away from every major financial development, within 15 minutes of most five star hotels in central Singapore, and 20 minutes from Changi International Airport. It is also in walking proximity to top attractions such as Gardens by the Bay, a sensational nature park with views over Singapore's harbour, spanning 101 hectares (250 acres), and the Singapore Flyer.

### WHO CAN PARTICIPATE IN ART SG?

Applications to ART SG are open to galleries with primary artist representation or that hold regular curated exhibitions on their own business premises or within external project spaces.

### IS BOOTH SHARING PERMITTED?

Galleries may apply for booth sharing, with a maximum of two galleries per booth. Curated and collaborative booth proposals will be given priority by the Selection Committee. The minimum format is 50 sq.m under the GALLERIES sector. Both galleries must apply independently via the online application portal in order to provide individual business information, art fair participation history, and other relevant materials.

### ARE CUSTOMS DUTIES OR TAXES LEVIED ON ART SALES?

Artworks can be imported into Singapore without attracting customs duties, if import is carried out by a bonded shipper or logistics provider on a temporary import license. Most established shippers will have access to this licensing permit, including ART SG's official logistics partner.

Singapore currently has a 7% Goods and Services Tax (GST), the equivalent of Value Added Tax, or VAT. If an artwork is sold and remains in Singapore, GST is applicable and payable by the buyer. Should an artwork be purchased by an overseas buyer and re-exported, GST is waived.

## 1. DEFINITIONS

**1.1** In these Terms the following words will have the following meanings:  
 "Exhibitor Application Form" means this online application form;  
 "Exhibition" means ART SG taking place 30 October to 1st November 2020, held at Marina Bay Sands Hotel, Singapore;  
 "Exhibition Manual" means the handbook to be produced by the Organiser containing such regulations as may deem reasonable to the Organiser relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition;  
 "Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown overleaf;  
 "Organiser" means Art Events Singapore Pte Limited and its successors and assigns;  
 "Space" means the area of 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 at all locations;  
 "Terms" means these terms and conditions together with the contents of the Exhibition Manual; and  
 "Venue" means the events location where the Exhibition takes place.

## 2. AGREEMENT

**2.1** These 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 issuance of the Booking Form "Letter of Acceptance" and in writing by the Organiser.  
**2.3** No charges to these terms shall be valid unless in writing and signed on behalf of the authorized representatives of both the Exhibitor and the Organiser.

## 3. APPLICATIONS FOR SPACE

**3.1** Applications for space must be made on the Organiser's official Contract to Exhibit Form. The Organiser reserves the right to accept or reject any application. Application for Space by the Exhibitor and the allotment of Space by the Organiser shall constitute a contract subject to these Terms and Conditions. It is acknowledged that an allotment of Space by the Organiser shall also include Exhibition Services. Where an application has been made by a person acting as agent, authorized representative, employee or licensee, he shall disclose this to the Organisers.

## 4. SIGNATORIES

**4.1** The person or persons signing the Contract to Exhibit Form on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against the Organiser that such person or persons did not have such legitimate authority.

## 5. FEE

**5.1** The Exhibitor shall promptly pay for the Fee by instalments (if any) as shown on the Exhibitor Application Form.  
**5.2** The Exhibitor shall in addition to the Fee promptly pay for all amounts of charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.  
**5.3** The Fee is payable without any deduction, withholding or set-off whatsoever.  
**5.4** GST will be charged (if applicable) at a rate of 7% for businesses registered in Singapore and 0% if registered outside Singapore.

**5.5** If the Fee is not paid when due in accordance with the Exhibitor Application Form, then without prejudice to the Organiser's other rights or remedies:-

**5.5.1** the Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4% above SIBOR (Singapore Interbank Offered Rate from time to time, such interest to accrue on a daily basis from the date on which payment becomes overdue until the date the payment is made; and  
**5.5.2** the Exhibitor shall be liable for the Organiser's incidental costs of collection and recovery of amounts due, including but not limited to solicitor's costs and disbursements on a full indemnity basis before and after commencement of legal proceedings.

## 6. CANCELLATION AND REDUCTION OF SPACE

**6.1** In the event that the Exhibitor either wishes to cancel his Space/booking or reduce the size of his Space/booking after acceptance by the Organiser or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed herein or in the Space Application Form then the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply cancellation/reduction charges and to reallocate such space to another Exhibitor.  
**6.2** Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery ("the Reduction Notice"), apply to reduce the size of the Space. The Organiser shall at its sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice.  
**6.3** Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery ("the Cancellation Notice"), cancel its booking and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor as set out below.  
**6.4** The parties agree that quantifying losses arising from the Exhibitor's cancellation or reduction of the space booking is inherently difficult, as the Organiser shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition.  
**6.5** In the event that the Organiser accepts the Reduction or Cancellation Notice, the booking of such Space which forms the subject of the Reduction or Cancellation Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor as set out below.  
**6.6** Upon cancellation, or reduction of the Space in accordance with this Section, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

Cancellation Fee  
 Before or on 1st July 2020, 70% of the Fee  
 On or after 2nd July 2020, 100% of the Fee

**6.7** 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.

## 7. OCCUPATION OF SPACE

**7.1** 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.  
**7.2** The Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it.  
**7.3** 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.  
**7.4** The Exhibitor's Booth shall be constructed in accordance with the regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of the construction of the Booth.

**7.5** The Organiser shall supply the Exhibitor a standardised Booth package in order to participate in the Exhibition with items included as follows:-

**7.5.1** At a minimum, 30% of the Exhibitor's Space will be supplied in linear meters of wall for the Booth construction. Walling supplied will be no less than 3.5m in height.  
**7.5.2** At a minimum, the Exhibitor's Booth will be supplied with one standard package light per three linear meters of supplied walling.  
**7.6** The Exhibitor acknowledges that Booth options listed in the Exhibitor Application Form are provided as a general guide. As such, the Exhibitor acknowledges that Space may vary no more than plus 5 sq.m. or minus 5 sq.m. from their Booth preference indicated on the Exhibitor Application Form. The Exhibitor acknowledges that the Fee shall reflect the final Space supplied by the Organiser and not the Booth preference indicated on the Exhibitor Application Form.  
**7.7** Booth allocations are strictly at the discretion of the Organiser. The location of the Space shall be provisional and subject to change at any point 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.  
**7.8** 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.

## 8. EXHIBITOR'S OBLIGATIONS

**8.1** The Exhibitor shall not supply from the Booth or elsewhere at the Exhibition any food, drink or tobacco.  
**8.2** At the Exhibition of any kind other than from the Booth, nor promote any related or non-related businesses other than the acknowledged entity on the Exhibitor Application Form  
**8.3** The Exhibitor shall comply with all requirements of law, regulations and codes of practice applicable to it and ensure that it does not infringe the rights of any third party in its activities the subject of these Terms and control of Undesirable Publications Act, Cap. 338.  
**8.4** The Exhibitor shall indemnify the Organiser and hold the Organiser harmless against all loss, damages claim and costs resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its employees, agents, contractors and invitees.

## 9. ATTENDANCE

**9.1** The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitor/Sponsors to attend the Exhibition/Event or the failure of any number of attendees to attend the Exhibition/Event for any reasons.  
**9.2** Any Exhibition/Event Display Space/Sponsorship Contract or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition/Event or any other Exhibition/Event.

## 10. LIABILITY AND INSURANCE

**10.1** Subject to Clause 8.3, the Organiser shall not be responsible for:  
**10.1.1** the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or  
**10.1.2** the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organiser's contractors.  
**10.2** Although all reasonable precautions shall be taken, subject to Clause 7.3 the Organiser's liability shall be limited as follows:-

**10.2.1** 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

**10.2.2** 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.

**10.3** 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.

**10.4** The Organiser shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity political unrest not or other event, fact or circumstance beyond the Organiser's reasonable control.

**10.5** The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser. Without prejudice to the foregoing provisions in this Clause 8, 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.

## **11. TERMINATION**

**11.1** The Organiser may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:

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

**11.1.2** 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, or

**11.1.3** ceases, or threatens to cease, to carry on business; and

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

**11.2** In the event that the Exhibitor exercises its right to terminate this agreement, the licence by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

Date of Termination  
Liquidated Damages Amount  
Before or on 1st July 2020, 70% of the Fee  
On or after 2nd July 2020, 100% of the Fee

**11.3** In the event that the Exhibitor fails to pay any part of the Fee pursuant to and in accordance with these Terms then the Exhibitor shall be liable for all legal costs incurred by the Organiser in relation to such non-payment.

**11.4** The Organiser shall be entitled to 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, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organiser as liquidated damages and not as penalty).

## **12. COMPLIANCE WITH LAWS AND REGULATIONS**

**12.1** 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, including without limitation, all fire and health and safety regulations, Undesirable Publications Act, Cap. 338, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government from time to time.

**12.2** Any materials used for building, decorating and covering the Booth or forming part of the Booth must be inflammable.

**12.3** No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

## **13. LAW AND JURISDICTION**

**13.1** These Terms shall be governed in all respects by the Laws of Singapore and the courts of Singapore shall have exclusive jurisdiction to deliberate any disputes between the parties.

## **14. NOTICES**

**14.1** Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified overleaf for each party or to such other address as either party may notify for such purpose.

**14.2** Subject to Clause 4, notices shall be deemed served in accordance with the following:

**14.2.1** if sent by first class post to an address within Hong Kong two working days after posting and if sent elsewhere, seven working days after posting;

**14.2.2** if sent by courier, on confirmed delivery; or

**14.2.3** if sent by fax, on confirmation of transmission.

## **15. GENERAL**

**15.1** 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.

**15.2** The invalidity or unenforceability of any term of or right arising pursuant to those Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

**15.3** These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and 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 remedies shall be for breach of contract as provided in these Terms.

**15.4** Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Cap. 53B, to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any provision of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability hereunder) or termination of this Agreement.



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[WWW.ARTSG.COM](http://WWW.ARTSG.COM)