

# THE PHAIR

## APPLICATION FORM PUBLISHING SECTION - THE PHAIR

Application Form + Deposit	21 March 2023
Balance	21 April 2023
Exhibitor's Set Up	03 May 2023 - 8.00 am / 8.00 pm   04 May 2023 - 8.30 am / 10.00 am
Press Conference (by invitation only)	04 May 2023 - 10.30 am / 01.00 pm
Preview (by invitation only)	04 May 2023 - 2.00 pm / 5.30 pm
Opening (by invitation only)	04 May 2023 - 5.30 pm / 9.00 pm
Opening time	05-06-07 May 2023 - 11.00 am / 08.00 pm
Exhibitor's Dismantling	07 May 2023 - 08.30 pm / 10.00 pm   08 May 2023 08.00 am / 01.00 pm

### Characteristics and Admission Criteria:

THE PHAIR is a national and international fair dedicated exclusively to works created with photographic medium. The Publishing section hosts publishers specialising in art and photography publications. Admission is reserved for publishers specialising in photographic art. Exhibitors who choose the EIGHT booth, in addition to their publications, may hang the wall-mounted photographic works of three artists, with an economic value not exceeding € 900. The unique or limited edition works, created with the photographic medium, must be related to one of the publications presented by the publisher. Exhibitors who choose the THREE booth will be allowed to hang prints and posters not exceeding the value of € 250.

### Application Form:

Both Application Form and General Conditions of Participation must be signed, otherwise they will not be accepted, and sent to the Organisation by 21 March 2023. The Application Form must be completed in full. The number of stands is limited. Any position preference expressed on the Application Form will be taken into account where possible, but will in no way be binding or conditional on the Organisation.

### Documentation to be attached to the Application Form:

The material submitted may be used by The Phair Press Office and Communication Agency for communication and promotion of the fair in the various media.

- High-definition image of a publication of your choice that will be placed on the fair website, including the caption.
- Photographic documentation of the wall-mounted art works to be exhibited and biography of the artist(s) presented at THE PHAIR (do not send catalogues).
- Brief history of the publishing house (max 1000 bars)

**Application Form complete with all the required documentation, including copy of the bank transfer, must be sent by 21 March 2023 to:**

**apply@thephair.com**

**The Organization will not consider Application Form sent by other means and/or to other email address other than the one indicated.**

### Acceptance:

The selection of all applications will be made by a Curatorial Board, at its unrestricted discretion, according to the quality of the submitted project. This Application will become a binding contract upon receipt of written acceptance. By signing and sending the Application Form to THE PHAIR, the Exhibitor agrees to be bound by the terms and conditions of participation described in this Application Form and in the General Regulations and undertakes and is obliged, without fail, to pay the deposit by and no later than 21 March 2023, regardless of whether the Organisation sends acceptance.

**The payment of the deposit is an essential condition for the confirmation of the application.**

The Application Form and the General Condition of Participation will become a binding contract once the Organisation has communicated its acceptance in writing and this acceptance will be followed by the commitment and obligation of the participant to pay the balance of the amounts due. Failure to pay the deposit within the prescribed period will result in the automatic exclusion of the participant, without prejudice to the right of the Organisation to claim compensation for damages.

### Venue, characteristics of the exhibition space and equipment:

THE PHAIR is hosted in Pavilion 3 of Torino Esposizioni, the former exhibition complex of the city of Turin built by Ettore Sottsass senior in 1938. Pavilion 3, designed by Pier Luigi Nervi in 1950, is located in Via Petrarca 39/B, in San Salvario district, inside the historic Valentino Park.

Each publisher can choose between one of two spaces:

- Booth EIGHT: 4m back wall and two 2m side walls, 4 inclined shelves of 100x30 cm each.
- Booth THREE: single 300x300 cm back wall in which there will be a 100x30 cm inclined shelf.

Both spaces will consist of a 200x80 cm counter (h. 75 cm), 2 chairs, 1 wastebasket, 1 electrical outlet. The counter is closed on three sides so that it can also be used for storage of packaging materials and publications. The walls are made of honeycomb wood panels painted white.

Exhibitor endowments: presence on the Fair website, 2 Exhibitor passes, opening tickets and Guest invitations.

**Cost of Booth EIGHT: Flate Rate € 950.00 + VAT | Deposit (by March 21, 2023): € 450.00 + VAT | Balance (by April 21, 2023): € 500.00 + VAT**

**Cost of Booth THREE cost: Flate Rate € 350.00 + VAT | Deposit (by March 21, 2023): € 150.00 + VAT | Balance (by April 21, 2023): € 200.00 + VAT**

**All prices are to be considered + Italian VAT at the current rate (22%)**

Booth EIGHT may be shared for up to two publishers. Both Exhibitors must complete and sign the Application Form.

### Terms and condition of payment:

- The deposit must be paid no later than the peremptory deadline of 21 March 2023 as a deposit.
- The Application Form without the deposit paid by the deadline will not be considered valid.
- The balance must be paid no later than 21 April 2023. Without the balance' payment the Exhibitor will not be allowed to set up the space.
- Payments must be made exclusively in Euro. Bank charges are payable by the Exhibitor. Payments must be made by bank transfer.

**Please include the Exhibitor's name in the transfer to ensure proper credit.**

**THE PHAIR - VIA VALPRATO, 68 - 10155 TORINO (I) - TEL. +39 011 3853897 - APPLY@THEPHAIR.COM**

The Exhibitor accepts to participate at THE PHAIR, under the above conditions, undertaking to comply with all the articles of the General Conditions.

THE OTHERS SRL | BPER Banca  
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SWIFT/BIC BPMOIT22XXX

THE OTHERS SRL | Banca d'Alba credito cooperativo sc  
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Type of space chosen: EIGHT ☐

THREE ☐

Date \_\_\_\_\_ COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X \_\_\_\_\_

#### Exhibitors Information

Exhibitor \_\_\_\_\_ Foundation's Year \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_  
Ph. \_\_\_\_\_ Email \_\_\_\_\_ Website \_\_\_\_\_  
Facebook/Instagram/Twitter Contact \_\_\_\_\_

#### Exhibitor Contact

Name \_\_\_\_\_ Surname \_\_\_\_\_ Position \_\_\_\_\_  
Direct phone \_\_\_\_\_ Email \_\_\_\_\_

Invoicing Data	
Business Name _____	
VAT N _____	TAX N _____
Address _____	Zip Code _____ City _____ Country _____
Authorized Representative: Name _____ Surname _____	

All exhibitors from abroad - EU and extra EU countries – holders of a regular VAT number in their own country - participating to a fair or exhibition in Italy - will receive an invoice without the Italian VAT (non taxable according to the regulation as per DPR 633/72, section 7-ter, paragraph 1, subparagraph a) ). From 1 January 2011, the Italian VAT is not a required payment and consequently a refund need not be requested. The regulations do not apply to Italian exhibitors. All exhibitors from abroad - EU and extra EU countries – not holders of a regular VAT number in their own country have to pay the Italian VAT. VAT at the statutory rate will be added to all invoices. Exhibitors from abroad – EU and Extra EU countries – not holders of a regular VAT number in its own country may apply to the Tax Office for the refund of the VAT paid as indicated in Art 38-ter DPR 633/72 following EEC provision.

The Exhibitor accepts the invitation to take part in THE PHAIR, observing all the articles of the Application Form and the General Conditions, declaring that he has read and accepted them.

**The Application Form must be submitted with all the required documentation.**

Date \_\_\_\_\_ COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

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By signing and submitting this document, the Exhibitor agrees to be bound to Terms & Conditions of Participation described herein (General Condition of Participation) and in the Application Form. In the terms and for the purpose of Arts. 1341 and 1342 of the Italian Civil Code, he declares that he has read and that he agrees explicitly to the Arts., 4 (Terms of Payment), 5 (Acceptance), 6 (Space Allotment), 7 (Withdrawal), 8 (Joined Participations), 9 (Abandonment), 11 (Postponement, Reduction or Cancellation of the Exhibition), 17 (Prohibition), 19 (Advertisement), 21 (Integrative Provisions), 22 (Technical Norms), 23 (Provisions and Regulations), 24 (Liquidated Damages - Termination pursuant), 25 (Provisional Execution), 28 (Competent Court).

Date \_\_\_\_\_ COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

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According to EU Regulation 679/2016 and Legislative Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy.

# THE PHAIR

## GENERAL CONDITIONS OF PARTICIPATION

### **Art. 1 - Name, venue, objective, organisation**

THE PHAIR - hereafter called "Exhibition" - takes place in Turin. The Others srl, hereafter called "Organizer", organizes the Exhibition on behalf of The Others Association. The aim of the initiative is to realize, in special exhibition spaces assigned exclusively to the Exhibitors, a coordinated display of contemporary photographic art.

### **Art. 2 - Admission eligibility**

Admission to the Publishing section of the Exhibition is reserved to Publishing Houses operating in contemporary art and photography sector.

### **Art. 3 - Application Form**

3.1 The contract is constituted by the Application Form and the present General Condition of Participation. For convenience Application Form and General Conditions of Participation will be hereunder quoted as Application. Application must be signed by the legal representative of the applicant company and will only be taken into consideration if it is filled in completely, duly signed in the appropriate spaces together with the stamp of the applicant company and submitted by the established deadline.

3.2 The Exhibitor guarantees that the information in the Application are accurate and authentic.

3.3 The Application must be sent to THE PHAIR by email to [apply@thephair.com](mailto:apply@thephair.com).

3.4 The Application is subject to acceptance as indicated in Art. 5.

3.5 The submission of the Application constitutes an irrevocable commitment for the applicant and implies the obligation to pay the deposit within the specified terms; the acceptance of these General Conditions, as well as of the Technical Norms and any other rule concerning the organization and running of the Exhibition venue.

### **Art. 4 - Terms of payment**

4.1 The deposit must be paid no later than the peremptory deadline of 21 March 2023. Payment of the sum envisaged as a deposit by way of booking does not give the applicant any right to acceptance of the Application to participate in the Exhibition. The balance must be paid by 21 April 2023.

4.2 The relevant invoice will be issued once payment has been made in full. The Organizer will deny occupation of the exhibition space to the Exhibitor who is not in order with the payments. In case of non-payment of the deposit within the terms, in case of renouncement of the Exhibitor after the acceptance by the Organizer, in case of non-participation, in case of non-timeliness in payments, the Exhibitor will be anyway obliged to pay the total amount and the penalty fee as stated in Art. 24. If it is technically still possible, the Organizer will cancel the defaulting Exhibitor from the catalogue and any other promotional materials.

### **Art. 5 - Acceptance**

5.1 The Organizer decides the Exhibitors Acceptance and the exhibition space assigned. The Application has contractual value for the purposes of the obligation to pay the deposit within the specified terms, regardless of acceptance by the Organizer.

5.2 The Exhibitor may not ask the Organizer for any compensation for any reason or cause whatsoever.

5.3 The Organizer reserves the right to change the location of the exhibition space assigned. Any change will not entitle the Exhibitor to raise any objection, nor to compensation for damages of any kind.

5.4 Admission may be revoked at any time, at the sole discretion of the Organizer.

### **Art. 6 - Allocation of the exhibition space**

The allocation is made according to the organisational needs and is chosen by the Organizer. Any preference of location expressed on the Application will be taken into account where possible but it will not be binding or condition the Organizer in any way; the allocation of exhibition space is reserved to the Organizer, which reserves the right to change the location even if already assigned, if this is necessary for technical reasons or organizational needs.

### **Art. 7 - Withdrawal**

After acceptance by the Organisation, withdrawal is not permitted. The Exhibitor shall be required to pay the full amount, subject to the conditions set out in Art. 4 and Art. 24.

### **Art. 8 - Transfer/Sharing of the Exhibition Space**

Exhibitors may not sublet the assigned exhibiting area either entirely or partially. It is possible to share the stand for a maximum of two publishers, subject to acceptance by the Organisation.

### **Art. 9 - Abandonment**

The Exhibitor may not leave the stand during the Exhibition. Should the Exhibitor leave the exhibition space for any reason, the Organizer will have the right to clear the exhibition space at the Exhibitor's risk and expense of any material left inside or outside the exhibition space, on which the Exhibitor recognizes to the Organization the right of retention until the payment, by the Exhibitor, of everything due, for any reason whatsoever, as well as for the penalty referred to in Art. 24.

### **Art. 10 - Display of products**

Only authentic photographic works of legitimate origin and the Exhibitor's publications may be displayed in the exhibition area. The Exhibitor remains the sole responsible and guarantor of the authenticity of the exhibited works. The Organizer reserves the right to have objects removed if, in the Committee's unquestionable judgement, they do not correspond to the declarations in this Article. Failing this, the Organizer may terminate the contract in accordance with Article 1456 of the Italian Civil Code.

### **Art. 11 - Postponement, reduction, non-performance**

The Organisers reserve the right to set times and methods of carrying out the Exhibition as well as any appropriate changes to the Exhibition, including changes of venue. In the event that the Exhibition cannot take place for any reason and must therefore be postponed or cancelled, even before the scheduled dates, only the amount paid shall be refunded, without interest, and no claim for damages or compensation may be made against the Organizer for any reason or cause whatsoever. In the event that the Exhibition should for any reason be closed early or temporarily suspended, independently of the will of the Organizer, no compensation, indemnity or restitution shall be due to the Exhibitor for any reason or cause whatsoever.

### **Art. 12 - Surveillance and Cleaning**

12.1 The Organisation will provide a general surveillance service for the entire period of the Exhibition, including the days set up and dismantling.

12.2 The Organisation shall not be liable for objects or goods left unattended inside the exhibition space during the opening hours of the Exhibition to the public. The Organisation shall not be liable for objects or goods left inside the exhibition space during the hours when the Exhibition is closed to the public.

12.3 Although the Organisation will provide a general surveillance service for the entire duration of the Exhibition, it is exempt from any and all responsibility for theft and/or damage that may occur to the detriment of the Exhibitor.

12.4 The Organizer will never be bound to pay any kind of compensation to the Exhibitor. The Exhibitor shall personally attend to the assigned exhibiting area during set up, opening hours and dismantling.

12.5 The Exhibitor shall control the assigned exhibition area starting one hour before the opening of the Exhibition until the evening closing.

12.6 The Organizer reserves the right to ask for payment for damages, as stated in Art. 1456 of the Italian Civil Code, if the assigned exhibition area will be unattended by qualified personnel or if the dismantling will be started before the deadline.

12.7 The Organizer shall provide a cleaning service exclusively for the common areas. The Exhibitor shall take care of the cleaning of its assigned exhibiting area. Tables provided by the Organizer must be kept clean of materials unrelated to the publisher (from catalogues to press releases and various supports and tools for promoting artistic and design activities of the space and the exhibitor in question). Food and drink may be consumed but then kept in places not visible to the public.

### **Art. 13 – Insurance and exemption of Organizer from liability**

13.1 The Organizer stipulates, with a company of its choice, a civil liability policy for damages caused to third parties.

13.2 Each Exhibitor, with regard to the goods and fittings brought into the Exhibition's exhibiting area, shall stipulate a policy with a leading insurance company, at his own expense, taking upon himself any exemptions and exclusions agreed upon with the insurer, an insurance against all risks, including theft, burglary, breakage (as defined by the Art. 624 of the Italian Penal Code) and damages, in any form and kind whatsoever, fire, leakage and water damage, vandalism, as well as the risks of transport to and from the Exhibition's grounds. The Exhibitor shall also stipulate an appropriate third parties liability insurance policy. All the insurance coverage stated above should be valid throughout the stay of the Exhibitor or of his properties inside the exhibition area, including the exhibition closing time and all the days required for set-up and dismantling; such a coverage shall include a declaration by the insurer specifically renouncing at any recourse or claim for compensation against the Organizer, the exhibition venue or any individual or company entrusted by the same and against any third party which may be held liable thereof.

13.3 The Exhibitor will deposit a copy of his insurance policy at the offices of the Administrative Department, when requested even during the Exhibition.

13.4 The Exhibitor shall be exclusively liable for any damages whatsoever caused to third parties by any means, including other Exhibitors, during the Exhibition. The Exhibitor will also be liable towards the Organizer for all direct and indirect damages which, for whatever reason, could be attributed to him or to his staff, including damages caused by furnishings or systems installed either by the Exhibitor or by third parties engaged by him, even though they have been inspected by the Organizer.

13.5 By signing the Application, the Exhibitor guarantees he will grant a form releasing the Organizer from any liability and renouncing any recourse or claim for compensation.

### **Art. 14 – Exhibiting space equipment and release**

14.1 The signing of this contract implies the acceptance of the Technical Norms that will be communicated to Exhibitors after the acceptance of their Application.

14.2 The set-up of the assigned exhibition area will be allowed during the period indicated by the Organizer and shall be completed within the day and at the time indicated on the Application Form; the dismantling may start on the days and at the times indicated by the Organizer and shall be completed within the date and time indicated by the Organizer.

14.3 The exhibiting spaces must be handed back in the same condition as they were assigned, free from any material not of the Organizer's property. Any damages to the equipment and structure will be charged to the Exhibitor.

### **Art. 15 – Temporary importation**

The temporary importation of goods and materials from foreign countries to be displayed during the Exhibition must be carried out – at the Exhibitor's expenses – through a forwarding agent chosen by the Exhibitors or by the official one if indicated by the Organizer, in accordance with the procedures indicated in the Technical Norms; the forwarding agent shall be released from all liability towards the Exhibitor and the Organizer.

### **Art. 16 – Catalogue**

16.1 Official Exhibition catalogue will be published and the participation to the Exhibition includes the publication in the catalogue.

16.2 The Catalogue Form must be sent within the date fixed on the Form, otherwise the exclusion from the catalogue.

16.3 The Exhibitor guarantees the truthfulness of the information published in the catalogue, keeping the Organizer uninvolved with respect to any third party.

16.4 The Organizer and/or printers and/or third parties will not be held responsible for the result as well as for any mistake and/or omissions in the catalogue, except for wilful misconduct or great negligence.

### **Art. 17 – Prohibitions**

It is strictly forbidden:

- A) the exhibition of materials of non-exhibiting company;
- B) advertising or itinerant sale inside the exhibition area;
- C) the use, for whatever purpose, of loudspeakers and/or any other advertising sound device;
- D) to attract visitors to one's own exhibiting space by any means;
- E) to dismantle the exhibition space before the day and the time fixed by the Organizer;
- F) the entrance of any animal in the exhibition venues.

### **Art. 18 – Reproduction rights**

The Exhibitor may not object to any graphic, photographic or video reproduction of the exhibition areas and of their content, nor to the sale of such reproductions, if ordered or authorized by the Organizer.

### **Art. 19 – Advertisement**

Advertisement inside the exhibition area, in any form, is reserved exclusively to the Organizer or to people authorized by the same. Any form of advertising as specified in Art. 17 is forbidden. Any activity outside the exhibition area that may create troubles or may damage the Organizer or the Exhibition is also forbidden. If the Exhibitor infringes the above, the Organizer may terminate the contract as stated in Art. 1456 of the Italian Civil Code and can ask for damages.

### **Art. 20 – Privacy Consent n. 196/2003 D.L. and subsequent amendments**

The data supplied by the Exhibitor in the Application Form will be treated according to the EU Regulation 679/2016 and Legislative Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (anonymous) and promotional purposes (catalogue and other printed materials).

### **Art. 21 – Integrative provisions**

The Organizer reserves the right of issuing, with immediate compulsory effect, further norms and regulations for the regular course of the Exhibition, with prior written warning. By signing the Application Form, the Exhibitor binds himself to observe all further norms issued by the Organizer.

### **Art. 22 – Technical Norms**

The Exhibitor binds himself to take notice and comply with the Technical Norms concerning equipment, fire regulations and electrical apparatus. If the Exhibitor is not in possession of such regulations, it is up to him to request them from the Organizer, as soon as possible. If any such provisions are infringed by the Exhibitor, the Organizer has the right to terminate the contract and to ask for the liquidated damages (Art. 24).

### **Art. 23 – Provisions and regulations**

The Exhibitor shall comply with all law provisions and applicable regulations, such as provisions regulating copyright, S.I.A.E. rules and norms, public security, fire accidents, health and safety on working places, industrial safety, in particular as 626/94 DL. and as later changed and integrated. Any violation of any laws and regulations shall entitle the Organizer to terminate the contract pursuant to ex Art. 1456 of the Italian Civil Code and the Exhibitor will pay the full price and the liquidated damages according to Art. 24.

### **Art. 24 – Liquidated damages - Termination pursuant**

The violation of one of the clauses stated in these General Conditions of Participation may cause the immediate exclusion of the transgressor, without giving him the right to any reimbursement or indemnification by the Organizer and the Organizer will be entitled to the entire exhibition space rental fee and any further compensation for damages. In particular: if the Exhibitor infringes any of the obligations as stated in Arts. 4 (Terms of Payment), 7 (Withdrawal), 9 (Abandonment), he shall pay the Organizer the amount of € 1.000,00 + Vat at the current rate - where applicable as a penalty fee for damages. In any case, the Organizer shall have the right to claim damages exceeding the amount of liquidated damages. Whenever in this contract a termination right is granted to the Organizer pursuant to Art. 1456 of the Italian Civil Code, the Organizer by means of written notice may terminate the contract. If a termination is decided by the Organizer during the Exhibition, the Exhibitor shall be obliged to immediately stop any business and exhibition in the assigned exhibiting space and shall remove any goods, things and equipment, according to what the Organizer decides. In case of contract termination for violation of prescribed norms, the Organizer shall have the right to ask for damages.

### **Art. 25 – Provisional execution**

If a dispute arises between the Organizer and any Exhibitor, the Organizer will be entitled to begin the provisional execution of his measures.

### **Art. 26 – Partial invalidity**

The invalidity of any article of the present Regulations, General Conditions and Application Form or of any part of such articles will not determine the invalidity of remaining articles or of remaining parts of articles.

### **Art. 27 – Prevalent language**

As the present Regulations, General Conditions and Application Form are written in other languages in addition to Italian, in case of discordance, the Italian version will prevail.

**Art. 28 – Competent Court**

The Exhibitor accepts Italian jurisdiction alone and acknowledges as competent exclusively the Law Court of Turin where the Others Srl has its legal venue, and no other Courts. Relations between the Organizer, the Exhibitor and any third party are governed exclusively by Italian law.

Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X \_\_\_\_\_

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Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

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