



Global Africa Art Fair Artist and Gallery Consignment Agreement

Public exhibition: 27 May to 31 May 2027 | The Handbag Factory Gallery, London. Delivery deadline: 26 May 2027.

Collection deadline for works not retained under clause 3: 1 June 2027 at 4 pm.

This agreement is between ULI MEDIA GROUP LTD, company number 09415842, trading as Global Africa Art Fair (GAAF), and the artist or gallery identified in Schedule 1 (the Exhibitor). It applies when GAAF receives and sells the Exhibitor's accepted works without the Exhibitor attending. There is no participation fee. The signed Schedule 1 is part of this agreement.

1 Parties and appointment

GAAF means Global Africa Art Fair, operated by ULI MEDIA GROUP LTD. Registered office: 20-22 Wenlock Road, London, England, N1 7GU. Contact office: 22 Wenlock Road, London N1 7GU. Email: info@globalafricaartfair.com. The Exhibitor appoints GAAF as a non-exclusive disclosed agent to display the accepted works, market them, communicate with buyers, conclude sales at agreed prices, collect payments and manage customer service. Sales may be made in person, through the GAAF website or by telephone. GAAF will identify the legal seller to the buyer and provide required pre-contract information. Title in an artwork remains with its owner until a completed buyer sale transfers title. Copyright remains with the rights holder.

2 Selection and authority

The Exhibitor may submit up to five works through the application. GAAF may invite and accept more works by written agreement and an updated signed inventory, subject to space, suitability, condition and safety. GAAF is not obliged to accept all proposed works. Only works listed in Schedule 1 or an agreed written addendum may be delivered or sold. The Exhibitor warrants that it owns the works or is authorised by the owners and artists to exhibit, promote and sell them; that provenance, attribution, condition, edition size, description and price are accurate; and that all images and text supplied are cleared for their agreed use. The Exhibitor must disclose any restrictions, defects, special handling, import requirements or third-party claims before acceptance. GAAF may pause or refuse a sale or display on reasonable grounds of authenticity, safety, legal compliance or inaccurate information, giving reasons where lawful and practicable. No sale is guaranteed.

3 Prices, commission and continuing online consignment

Schedule 1 sets the public price for each work in pounds sterling. No discount or price change may be made without the Exhibitor's written approval. For a completed sale agreed during the exhibition, GAAF retains 30% of the actual artwork price received; the Exhibitor receives 70%, subject to refunds and approved deductions under this agreement. For a completed sale first agreed after the exhibition under the continuing consignment election in Schedule 1, GAAF retains 40% and the Exhibitor receives 60%. Commission excludes separately itemised delivery charges paid by the buyer and refunded amounts. GAAF is not VAT registered and does not add VAT to its commission. If its registration status changes, GAAF will notify the Exhibitor before charging any VAT and the parties will agree the treatment of future transactions in writing.

An unsold work enters continuing consignment only if the Exhibitor and GAAF both mark and sign that election for the work in Schedule 1. GAAF may then hold, advertise on its website, offer by telephone and sell the work at its agreed price; the 40% commission covers ordinary continuing storage and online selling by GAAF. GAAF will keep reasonable care and custody of the work while it remains with GAAF, until it is sold and handed to the buyer or returned to the Exhibitor. A continuing consignment has no guaranteed sale date. Either party may end it by giving 14 calendar days' written notice; a previously concluded buyer sale and statutory returns remain effective. GAAF will provide collection instructions within seven days of the notice period ending, and the Exhibitor will arrange insured collection within a further 14 days. No separate ordinary storage charge applies during the agreed continuing consignment; additional costs require advance written agreement, except necessary emergency safeguarding expenditure.

The Exhibitor must collect each unsold work that is not accepted for continuing consignment on 1 June 2027 by 4 pm, from the notified collection address. Merely leaving a work after that deadline does not place it into continuing consignment or authorise a 40% sale.

4 Sale records and settlement

GAAF will keep an itemised record of the sold work, buyer price, cleared funds, commission, buyer delivery charge if any, refunds and any authorised deductions. GAAF will provide a statement within 14 calendar days of the exhibition close for exhibition sales, and within 14 calendar days of each later sale. GAAF will pay undisputed net proceeds no later than 30 calendar days after the exhibition closes for exhibition sales, or, if later, 14 calendar days after buyer funds clear and any notified payment dispute or applicable statutory cancellation has been resolved. For post-exhibition sales, GAAF will pay within 14 calendar days after cleared buyer funds and resolution of any notified payment dispute or applicable statutory cancellation. GAAF may retain only the sum reasonably affected by a refund, chargeback or claim, will explain the hold promptly, and will release the undisputed balance on time. The Exhibitor is responsible for its own tax obligations in respect of its share of sales proceeds. GAAF is responsible for its own tax obligations in respect of its commission.

5 Buyer rights and returns

GAAF will administer buyer enquiries, cancellations and remedies. Online and telephone sales will include the legally required information and applicable distance-sale cancellation rights. Statutory rights for faulty, misdescribed or non-conforming goods apply to all sales. An optional change-of-mind return for an in-person sale applies only if GAAF has published that policy. The Exhibitor will cooperate promptly and supply accurate information needed to resolve a claim. Where a sale is lawfully cancelled or refunded, GAAF reverses the corresponding commission and the Exhibitor returns any proceeds paid for that sale within 14 calendar days of a substantiated written request. Where loss arose from GAAF's own breach or negligence, the parties will allocate responsibility accordingly. GAAF will not release a sold work without payment clearance or suitable payment protection.

6 Placards, images and promotion

For each work, the Exhibitor will supply a legible, print-ready information placard stating the artist's professional name, work title, year, medium, inventory reference and a short biography or description of the piece. GAAF may request a corrected placard before display. The Exhibitor grants GAAF a non-exclusive licence to use supplied work images, artist and gallery names, approved biography and placard text for selection, display, catalogue, fair promotion and reporting, and, for works elected into continuing consignment, the related website listing and promotion. GAAF will credit the artist where reasonably practicable. This does not transfer copyright or permit unrelated merchandise or licensing.

7 Delivery, installation and collection

Accepted work must arrive at GAAF's designated receiving address by 26 May 2027, during a delivery slot confirmed in writing. The receiving address may differ from the exhibition venue. No work should be sent before GAAF supplies written delivery instructions. The Exhibitor arranges secure packing, identification, suitable hanging or display instructions, and insured delivery and collection. GAAF will record visible packaging and condition concerns on receipt and communicate material exceptions promptly. GAAF may use reasonable installation methods consistent with supplied instructions and venue safety requirements. GAAF will notify the collection address and collection procedure before the exhibition ends. A collection representative must provide written authority and identify the work.

8 Costs and storage

There is no participation fee. The Exhibitor pays its own packing, crating, outward and return transport, insurance, customs and import or export charges, and any work-specific framing, plinth, specialist fittings or technicians that it requests. The Exhibitor pays any separate third-party storage or specialist handling only where identified by provider and price or estimate and cap in Schedule 1 and approved in writing before it is ordered. GAAF's ordinary exhibition staffing, sales processing, curation, promotion and ordinary installation are covered by its commission. Ordinary storage during an elected continuing consignment is covered by the 40% commission. GAAF will not deduct any other charge without written approval, except documented necessary expenditure to safeguard a work urgently when the Exhibitor cannot reasonably be contacted, notified promptly with receipts.

For work not collected as required, GAAF may move it to safe storage after notifying the Exhibitor. GAAF will give written notice of the collection location, reasonable documented costs and a further reasonable collection period. GAAF may not treat uncollected work as its own or sell or dispose of it outside an agreed consignment or a separate process permitted by applicable law.

9 Insurance, custody and liability

The Exhibitor must maintain insurance at a declared replacement value for both-way transit, installation, display, storage, sale handling and collection, including loss, theft and accidental damage, and provide evidence of cover on request. GAAF will take reasonable care of works from recorded receipt until recorded release, including during any continuing consignment. Insurance does not remove GAAF's liability for loss caused by its own negligence or breach. The Exhibitor is responsible for defects or unsafe instructions it failed to disclose and for claims arising from its breach of the ownership, provenance or intellectual property warranties. Neither party excludes liability for death or personal injury caused by negligence, fraud or any liability which cannot lawfully be excluded. Each party must notify the other promptly of damage or loss and preserve relevant evidence. Except for works expressly retained under clause 3, all artworks must be collected on 1 June 2027 by 4 pm.

10 Data, legal compliance and notices

GAAF will use Exhibitor contact, artwork, payment and correspondence data to manage selection, the agreement, sales, accounting and legal compliance, and will provide its privacy notice at collection. Buyer data will be used only for lawful sale fulfilment and disclosed purposes; it will not be given to the Exhibitor for unrelated marketing. The Exhibitor will assist with reasonable identification and transaction checks where required by law. GAAF may defer or refuse a transaction where required by sanctions, anti-money laundering or other legal obligations. Contract notices may be sent to the email addresses in Schedule 1 and are deemed received when delivered without an error message, except that a notice of cancellation or termination must also be acknowledged or followed by another reasonable method of contact.

11 Cancellation or change to the fair

GAAF charges no participation fee. If GAAF cancels the exhibition, it will email the Exhibitor within 24 hours after it learns of the cancellation and provide available collection instructions. The pickup address may differ from The Handbag Factory Gallery; GAAF will communicate the address as soon as it is known and, where practicable, within the same 24-hour notice. If it is not yet known, GAAF will give an update within 24 hours of receiving it. GAAF will continue taking reasonable care of works already in its custody pending agreed collection. Neither party owes a cancellation fee or reimbursement of the other party's independently arranged transport or storage costs solely because of cancellation. GAAF will not charge the Exhibitor for GAAF-arranged transport or storage caused solely by GAAF's cancellation unless the Exhibitor agrees to an optional service in writing.

If GAAF gives notice of cancellation at least 14 calendar days before the first exhibition day, GAAF is not responsible for the Exhibitor's own additional, pre-booked, non-refundable or consequential expenditure arising solely from the cancellation, including travel, accommodation, transport and storage. This allocation does not exclude liability for

GAAF's fraud, negligence, breach of an express obligation, loss of works while in its custody or any liability that cannot lawfully be excluded. If the venue or dates change, GAAF will give prompt notice and the Exhibitor may withdraw accepted unsold work without a cancellation charge. A party may terminate for a material breach not remedied within a reasonable period after written notice, or immediately where necessary for safety or legal compliance.

12 General terms

This agreement and signed Schedule 1 contain the parties' entire agreement for accepted works. Changes to price, accepted inventory, collection, continuing consignment or costs must be recorded in writing and accepted by both parties. An invalid provision does not affect the remainder. Neither party may transfer this agreement without the other's written consent, except GAAF may use reasonable contractors while remaining responsible for its own obligations. English and Welsh law governs the agreement; the courts of England and Wales have jurisdiction, subject to any mandatory rights available to an individual Exhibitor. Signatures may be electronic or handwritten; each signatory confirms authority to bind the named party. This agreement takes effect when both parties sign Schedule 1.

Schedule 1 Exhibitor and Artwork Consignment

Both parties complete and sign this schedule before GAAF accepts delivery. Attach a clearly numbered continuation sheet if GAAF agrees to accept more than five works.

Exhibitor legal name and trading or artist name

Gallery representative and artists represented, if applicable

Exhibitor postal address and country

Exhibitor email and telephone

Exhibitor bank details (provide separately through a secure channel)

GAAF receiving address and booked delivery slot

Collection address and collection instructions

Any approved specialist services or storage, provider, price or cap

Insurance provider, policy reference and period of cover

Accepted artwork inventory

For each work provide: inventory ID, artist, title, year, medium, dimensions, edition, condition, agreed GBP public price, insured replacement value and placard or image file reference. Enter the continuing consignment election separately for each work.

1. ID / artist / title / year / medium / dimensions / edition / condition / price / insurance value:

After 31 May: ☐ Continue with GAAF for online and telephone sales at 40% commission ☐
Collect by 1 June 2027 at 4 pm

2. ID / artist / title / year / medium / dimensions / edition / condition / price / insurance value:

After 31 May: ☐ Continue with GAAF for online and telephone sales at 40% commission ☐
Collect by 1 June 2027 at 4 pm

3. ID / artist / title / year / medium / dimensions / edition / condition / price / insurance value:

After 31 May: ☐ Continue with GAAF for online and telephone sales at 40% commission ☐
Collect by 1 June 2027 at 4 pm

4. ID / artist / title / year / medium / dimensions / edition / condition / price / insurance value:

After 31 May: ☐ Continue with GAAF for online and telephone sales at 40% commission ☐
Collect by 1 June 2027 at 4 pm

5. ID / artist / title / year / medium / dimensions / edition / condition / price / insurance value:

After 31 May: ☐ Continue with GAAF for online and telephone sales at 40% commission ☐
Collect by 1 June 2027 at 4 pm

Additional works accepted by GAAF

Number of additional works on attached, signed continuation sheet: _____ ☐ None

Agreement and signatures

Global Africa Art Fair 2027 | Exhibitor acceptance

The parties have read the agreement, confirmed the accepted artwork inventory and selected the collection or continuing consignment option for each work. This signature page is part of Schedule 1 and must be returned with the completed inventory.

The Exhibitor authorises GAAF to sell the listed works on the terms above and confirms its authority over each work, descriptions and images. Each election for continued custody has effect only if GAAF countersigns this schedule. A blank or unclear election means collection by 1 June 2027 at 4 pm.

Exhibitor legal name _____

Exhibitor signatory name and capacity _____

Exhibitor signature and date _____

GAAF legal name: ULI MEDIA GROUP LTD, company no. 09415842

For ULI MEDIA GROUP LTD, trading as GAAF, signatory name and capacity

GAAF signature and date _____