**Pure Arts Group 2023**

Christmas Market Exhibitor/Stand Holder Terms and Conditions:

1. Exhibitors commit to trading for the full duration of the event and breakdown shall not commence until after the event has ended at 5pm on Sunday 26th November.

2. Exhibitors must dress their tables/stands - the more beautiful the better!

3. Exhibitors must ensure that their stand is set up and ready for trading no later than 15 minutes prior to the event opening each day.

4. Exhibitors must park in the Montgomerie suite **overflow car park**, not outside the front of the hotel. Exhibitors are permitted to offload and load outside the Montgomerie Suite, then move their cars through to the overflow car park.

5. The positioning of exhibitors shall be determined by the organisers whose decision is final.

6. Spare stock / boxes must be stored out of sight under/behind your stand or returned to your vehicle.

7. Exhibitors will only be permitted to sell items as listed on their booking forms and subsequently approved by the organisers.

8. In the event of this Market being cancelled by the organisers, exhibitors will receive a refund of their stand fee less a 25% admin charge.

10. The organisers cannot be held responsible for volume of sales or customers.

11. If exhibitors cancel after booking, the stand fee is non-refundable. The organisers may however, consider refunds if we can fill the pitch with another trader.

12. Exhibitors shall conduct their business in a lawful manner, meeting any legislation required by their business.

13. Exhibitors shall always exercise courtesy towards other stand holders and members of the public. Any offensive behaviour will result in the stand holder being asked to leave.

14. Exhibitors may display marketing materials on their stands but are not permitted to wander around the venue handing out materials.

15. Exhibitors may be permitted to bring well behaved children to the event but only by prior arrangement.

16. Exhibitors must send a copy of their public liability and business insurance (minimum of £5million) to the organisers in advance of the event. If you do not hold any insurance you will be required to sign a waiver and agree that the organisers hold no liability for consequences of the exhibitors’ actions and will have no liability for any direct, indirect, incidental, special, exemplary, or consequential damages (including without limitation lost profits), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way from your stand. It will remain entirely the exhibitors’ responsibility and liability.

17. The exhibitor agrees to indemnify the organisers against any claims that may arise for loss, damage, or injury to the property/ person/s in relation to products sold by them or their helpers/agents.

18. Exhibitors are responsible for the cleanliness and safety of their stand and agree to indemnify the organisers against any claims arising out of negligence on the part of the exhibitor and/ or their helpers.

19. All goods must comply with the Sale of Goods Act 1979.

20. All goods must be lawfully in the possession of, and lawfully offered for sale by, the seller.

21. No exhibitor shall sell any item that contravenes:

i. Trade Descriptions Act 1968

ii. Video Recordings Act 1984

iii. Copyright Design and Patents Act 1988

iv. Trademarks Act 1944

e. The organisers shall not be responsible for the non-compliance of exhibitors with any law, by-law, regulation, act, or statute.

22. Exhibitors must comply with all relevant environmental health and safety, food hygiene and trading standard regulations.

23. Exhibitors are responsible for their stand throughout the event and set up /breakdown, including security. The organisers do not accept responsibility for theft, loss or damage to items or persons trading. The exhibitor is advised to man their stall for the duration of the event.

24. The organiser does not accept responsibility for any items sold by the exhibitors and the exhibitor indemnifies the organiser as such.

25. If exhibitors have requested to bring their own electrical equipment, all appliances must be PAT tested and certificates submitted to the organisers in advance of the event.

26. Exhibitors will be financially accountable for any damage they may cause to the event venue.

27. Stallholders must remove any rubbish generated before, during and at the end of the event.