

TERMS & CONDITIONS

1. DEFINITIONS

“Contract” means any contract between the Organiser and the Exhibitor

“Exhibitor” means the person, company or organisation who has contracted for a stand at the festival

“Event” is the Christmas Market to be held at Peterley Manor Farm for four days, commencing 14th November 2024. Opening hours are 10am-5pm Thursday, Friday, Saturday, 10am-4pm Sunday. Plus three evening openings on the Wednesday, Thursday and Friday, 6pm-9pm.

“Organiser” Peterley Manor Farm Limited, Peterley Manor Farm, Peterley Lane, Great Missenden. Bucks. HP16 0HH.

1.2 Governing Law and Interpretation

These conditions and/or the Contract and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England in respect of the same

2.1 The Contract shall only be made and the booking accepted if all the below Conditions are met

2.2. These Conditions apply to all bookings and any variations to these Conditions shall have no effect unless expressly agreed in writing by both the Organiser and the Exhibitor

3.1 The Organiser will promote the Event in a professional manner. The Event will be marketed appropriately. Details of marketing activities can be requested with reasonable notice

3.2 The Organiser will consider all applications from perspective Exhibitors and will take adequate steps to ensure there is consistent quality and a competitive mix of products

3.3 The starting and finishing times will be notified by the Organiser to the Exhibitor

3.4 The loading in and loading times will be notified by the Organiser to the Exhibitor

3.5 There is no parking on-site available to Exhibitors, only access when to load produce in pre-event and load out on when the market is closed.

3.6 Wifi will not be provided by the Organiser. Exhibitors are responsible for their own Wifi connection and will have to ensure they have the appropriate means to use any equipment that require Wifi access.

3.7 Only stall holders that have requested and pre-booked power come with power included. If you are unsure whether your booked pitch includes power please check with the Organiser.

3.8 The Organiser will provide a pitch space the dimensions of which will be outlined on the confirmation email. The dimension and location of the pitch will be allocated by the Organiser and their decision is final

4.1 Each Exhibitor must provide details to the Organiser of the stock they wish to sell. Only appropriate Exhibitors will be accepted. The organiser may request photographs and/or samples. Exhibitors attempt to sell items that are different to those agreed, Exhibitors may be asked to remove such items by the Organiser

4.2 The Exhibitor is responsible for ensuring that all stock displayed and/or offered for sale complies with any relevant UK legislation governing *inter alia* its manufacture for advertising and sale. The Exhibitor must be able to show relevant documentation relating to Health & Hygiene, Licensing where and if applicable

4.3 The Exhibitor must not display or offer goods for sale of a noxious or obscene nature of which contravene any UK legislation. The Exhibitor reserves the right to remove such items

4.4 The Exhibitor must display their goods in the allocated space in good and professional order

4.5 The Exhibitor must ensure that their shop is kept looking appealing and well stocked at all times.

4.6 All electrical equipment used by the Exhibitors must have IEE certification

4.7 At the end of the Event, Exhibitors must completely close down their stand and remove all rubbish, The Organiser will not be responsible for the removal of any rubbish

4.8 All Exhibitors are required to have their own Public Liability Insurance a copy of which must be sent to the Organiser on application

5.1 Payment should be made in full in accordance with the information given on the booking form

5.2 Payment should be made by BACS the details of which will be made available on the invoice following the confirmation of the booking

5.3 All bookings are non-refundable and refunds will not be paid to any Exhibitor after full payment has been made.

6.1 Every Exhibitor hereby accepts liability for all acts or omissions of himself, his servants, contractors and agents and undertakes to indemnify the Organiser and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs, expenses whatsoever which may be taken or made against the Organiser incurred by any claims arising out of the supply by the Exhibitor of samples or any kind whatsoever whether such samples be sold or given away free and including without limitation any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of his solicitors to compromise or settle any such claims

6.2 If the Event is cancelled by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident the non-availability of the Event premises or any other cause whether ejusden generis or not without limitation the Organiser may at their entire discretion repay any payment amount paid by the Exhibitor or part thereof but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs, expenses whatsoever which may be bought against or suffered or incurred by the Exhibitor, as a result of such event

6.3 The Organiser does not accept responsibility for any loss or damage from any cause whatsoever in respect of any property brought to the Event premises by the Exhibitor, his servants, contractors or agents. The Organiser does not accept any responsibility for any items left overnight on the Event premises by the Exhibitor. The Exhibitor agrees to indemnify the Organiser against such losses or damage

6.4 The organiser does not accept responsibility for any items belonging to the Exhibitor which are subject to theft. The Organiser will take reasonable precautions (shops manned by a member of staff all day; premises locked at night and CCTV in operation) against theft; but strongly advises all Exhibitors to take out their own contents insurance, as items will not be covered by Peterley Manor Farm Limited's insurance.

6.5 Each Exhibitor will indemnify the Organiser against any claim which may be made in respect of any alleged breach or infringement of any copyright, patent or without limitation other intellectual property right(s) by that Exhibitor during the period of his occupation of the allotted time at the Event or without limitation otherwise in connection to the Festival

6.6 Nothing in these Conditions excludes or limits the liability of the company:

6.6.1 for death or personal injury caused by the Organisers negligence

6.6.2 under section 2(3) of the Consumers Protection Act 1987

6.6.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability, or

6.6.4 for fraud or fraudulent misrepresentation

6.7 The Organisers total liability in contract shall be limited to the amount set out in the booking form and

6.8 The Organiser shall not be liable to the Exhibitor for any pure economic loss, loss of profit, loss of business, loss of contracts, damage to property, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract

The Exhibitor hereby agrees to all the Conditions as detailed and confirms they have read and understood the Conditions.

Full Name

Company

Signed.....

Date.....