



# Emporium Vintage & Craft Fairs

Terms & Conditions 2015

By booking a stall at an Emporium Fair, you are deemed to have accepted our terms and conditions of business.

## Stall bookings

- i. Stall bookings / allocation of stalls are made on a first come - first served basis.
- ii. Numbers of stalls of any type will be strictly limited (e.g. number of vintage clothing stalls or number of paper craft stalls).
- iii. No stallholder will be given the exclusive rights to the sale or delivery of any product or service at an Emporium Fair.
- iv. Emporium Fairs reserves the exclusive right to sell or deliver any product or service as they see fit.
- v. Provisional stall bookings will be held for 7 days before payment is due. If payment / booking confirmation is not received within 7 days, the stall may be allocated to another stallholder.
- vi. Full payment must be made at time of booking.
- vii. Completion of a signed booking form and payment on acceptance by Emporium Fairs constitutes a binding contract.
- viii. Bookings will not be accepted from anyone under 18 years of age.
- ix. Bookings are taken for the date specified and not transferable to other dates or venues.
- x. Bookings are for the vintage products or crafts as specified on your original booking form. Your stall cannot be transferred to any other stallholder.
- xi. Bookings are for the products specified on your original booking form. Stallholders cannot sell alternative products without the prior consent of the organisers.

## Payments

- i. Payment can be made by cheque or electronic transfer.
- ii. Cheques should be made payable to 'Emporium Fairs Hampshire'.
- iii. Electric transfers must be accompanied by an Emporium Fairs' remittance advice.

## General

- i. Emporium Fairs accept no liability for any loss, damage or theft of stock, money or any of your property sustained at the fairs, during set-up and clearing down.
- ii. All stock, rubbish, waste packaging, boxes, etc must be removed from the venue at the end of the event. Stallholders leaving rubbish and waste products onsite will be charged for its removal and may forfeit the right to future bookings.
- iii. Stallholders are responsible for any damage they cause to the venue and in the event of any damage, the stallholder will be invoiced for the cost of repair.
- iv. Sticking pictures, price lists or any other materials to the walls in the venue is prohibited. The stallholder will be held responsible for any damage caused by sticky tape, blue tack, etc.

## Insurance / licenses

- i. It is recommended that stallholders have public liability insurance. Emporium Fairs also recommends crafters have Product Liability Insurance.
- ii. In the event of any claim, each stallholder is deemed to be liable for their own public liability.
- iii. Stallholders selling food, drinks or any other products for consumption must also have product liability insurance.

## Prohibited items / exclusions

- i. Stallholders may not sell or offer for sale any of the following items:
  - a. Tobacco
  - b. Firearms or replica firearms

Emporium Fairs Hampshire, 5 Kensington Road, Gosport, Hampshire, PO12 1QY  
023 92 503742 | 07947 693063

[enquiries@emporiumfairs.co.uk](mailto:enquiries@emporiumfairs.co.uk) [www.emporiumfairs.co.uk](http://www.emporiumfairs.co.uk)



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- c. Offensive weapons of any kind
- d. Knives (with the exception of kitchenalia/cutlery)
- e. Adult or offensive material or literature
- f. Decoupage candles
- g. Individual cakes or any food products for consumption on-site
- h. Alcohol (including home-made wine, sloe gin, etc)
- i. Solvents
- j. Animal fur garments, bags, gloves or other real fur products
- k. Ivory, tiger's claw or any other animal products covered under the CITES legislation

## Electrical equipment

- i. A limited number of electrical points are available at the venue and stalls with the capacity for electricity will be allocated on a first come-first served basis.
- ii. ALL electrical equipment used onsite must have a valid PAT test certificate (includes extension leads, appliances, lights, etc).
- iii. No heaters, kettles, cookers or heat generating equipment can be used in the venue.

## On the day

- i. Stallholders must arrive by the time specified on the joining instructions.
- ii. Set up must be completed 15 minutes before the event starts (as specified on your joining instructions).
- iii. Stallholders must not pack up or prepare to leave until the event has closed to the public.
- iv. Stallholders who arrive too early or leave the venue after the hire period has ended will be responsible for any additional charges/room hire levied by the venue.
- v. A limited number of tables are available for hire on the day and these are allocated on a first come - first served basis.
- vi. Stallholders may supply their own table(s).
- vii. Stallholders are responsible for supplying their own tablecloths / coverings.
- viii. Floorplans and the stall layout is at the discretion of Emporium Fairs and may be subject to change without notice. Emporium Fairs cannot guarantee any specific position of stalls inside the venue.

## Health & Safety

- i. All fire exits must remain unobstructed. Putting stock, empty boxes, packaging, etc. in front of doorways and fire exits is prohibited.
- ii. Walkways must be kept clear at all times.
- iii. Floor-standing displays must be high enough to be clearly visible and not cause a trip hazard.
- iv. All stallholders will receive a copy of the venue's fire and emergency evacuation procedures prior to the event.
- v. In the event of fire or emergency, stallholders must immediately evacuate the building without attempting to pack up or remove stock.
- vi. Any sack trucks or trolleys used to unload stock must be returned to your vehicle as soon as they are unloaded.

## Cancellation Policy

### By stallholder

- i. In the event of cancellation, Emporium Fairs will endeavour to re-allocate your stall to another trader. In these circumstances we may offer the stall at a

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- reduced rate to encourage a late booking and any money recovered will be refund to you less a £10.00 administration fee.
- ii. If your stall cannot be re-allocated or there is insufficient time to re-allocate your stall, your payment will be forfeited.

## No-shows

- i. Any traders who fail to attend on the day without notifying the Emporium Fairs in advance will forfeit the right to book stalls for any future events.

## Cancellation by the organisers

- ii. Emporium Fairs reserves the right to cancel the event and/or your stall at any time and for any reason.
- iii. In the event of any cancellation of the event and/or your stall by Emporium Fairs, your booking fee will be refunded in full. In the unlikely event of this happening, a full refund will be made, however Emporium Fairs will not accept any responsibility or liability for losses or other costs incurred as a result.
- iv. In the event of extreme or adverse weather conditions or other circumstances outside our control which make it impossible to hold the event, Emporium Fairs cannot accept any responsibility or liability for losses or other costs incurred as a result. In this situation, we will work with you to offer you an alternative date/event, where possible.

## Cancellation by the venue

- i. Emporium Fairs cannot accept any responsibility or liability for the cancellation of the event by the venue owners. In the event of a venue cancellation, a full refund will be made or the trader will be offered a stall of the same value at the next available event.

## Legal stuff

- i. Force Majeure (unforeseeable circumstances preventing someone from fulfilling a contract) Emporium Fairs cannot not accept any responsibility or liability for losses or other costs incurred as a result of: acts of God including fire, flood, storm or natural disasters, war, sabotage or acts of terrorism; Government sanctions, labour disputes including strikes, lockouts, boycotts or other industrial action, resulting in the failure of the provision of services.
- ii. Governing Law & Jurisdiction. This Agreement and disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- iii. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.