

THE BATH ART FAIR -TERMS AND CONDITIONS

Definitions

Organiser: Alce Harfield on behalf of the Bath Art Fair

Exhibitor: the artist or artists allocated stand space at the Bath Art Fair

Fair: Bath Art Fair

Deposit: The amount paid to the Organiser by the Exhibitor for the rent of the Stand Space

Stand Space: The area of the Fair allocated to the exhibitor as outlined in the Exhibitor Information, Layout and Stand Prices

Contract: Means any contract between the Organiser and the Exhibitor for the allocation of Stand Space incorporating the 'terms and conditions'

Exhibitor information: All details included in Exhibitor Information, Layout and Stand Prices

Venue: Bath Pavilion, North Parade Road, Bath BA2 4EU

1. The Fair

- a) All times set out in the Exhibitor Pack regarding set up, opening times and take down times must be adhered to. Please do not pack up early as this reflects badly on the Fair and is unprofessional.
- b) All stands must be manned at all times.
- c) No children allowed within the Fair Venue during set up or take down (unless prior arrangement is made with the Organiser).
- d) All stands must be presentable, clear of litter, tripping hazards and within the confines of the Stand Space as outlined in the Layout. The Organiser will ask for the removal of any display outside the reasonable confines of the Stand Space.
- e) All Stand Space must be left clear of litter and all screws must be removed at the end of the Fair. The Organisers reserve the right to charge for any damage to the Stand Space or Bath Pavilion.
- f) Sub-letting: Stand Space must not be sub-let without prior agreement with the Organiser.

2. Applications

- a) IF THE EXHIBITOR CANCELS THEIR BOOKING....All Deposit monies are Non-Returnable except in exceptional circumstances and if the Organiser has another Exhibitor to take the space. All refunds will be at the Organiser's discretion and on a 'case by case' basis, and a 50% charge will be made in the event that an artist cancels. Cancellations made within 2 weeks of the Fair will NOT be refunded.

(Please see 6.COVID-19 below)

- b) The Organiser reserves the right to refuse any application for Stand Space without explanation.
- c) The signing of the BOOKING FORM is an acceptance of these TERMS AND CONDITIONS.
- d) Payment: The Exhibitor will not be able to occupy the Stand Space if all monies owed to the Organiser have not been made by the time of the Fair.
- e) If in the event the organiser has to cancel the event due to COVID-19- see 6.COVID-19

3. Insurance

- a) All Exhibitors must provide a copy of a valid Public Liability Insurance Policy to the cover value of £5m upon application.
- b) It is recommended that all Exhibitors have their own product insurance including exhibitor insurance prior to the Fair.

c) The Exhibitor shall fully indemnify the Organiser against all claims, damages, losses and proceedings whatsoever made against or incurred by the Organiser as a result of the Exhibitor exhibiting at the Fair.

4. Images

a) The Exhibitor must supply the Organiser with 3 images of examples of their work. If work exhibited at the Fair is not a true representation of their work, is defamatory or distasteful to a family audience, it will be removed by the Organiser.

b) The Organiser is free to use the said images to promote the Fair in printed advertising material and all forms of social media.

5. Organiser's Liability

a) The Organiser shall not be liable for any loss or damage (including consequential or indirect loss or damage arising from the Organiser's negligence) and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss or damage to the goods or property of the Exhibitor or any other person, or personal injury to the Exhibitor or any other person (but only so far as such injury is not covered by the Organiser's negligence.)

b) In the event that the premises where the Fair is due to be held shall, in the sole determination of the Organiser, become unfit or unavailable for occupancy or shall be substantially interfered with by reason of, but not exclusively: fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, acts of war, acts of God, strike, lock-out, labour dispute, picketing, embargo, injunction, riot or any other cause or agency over which the Organiser has no control, or should the Organiser decide that owing to any such causes of agency it is necessary or advisable to curtail, relocate or change the date of the Fair or reduce the planned period of preparation, display or dismantling, the Exhibitor waives any and all claims that they might have against the Organiser for refunds, loss, damages or expenses.

6. COVID- 19

Every precaution will be in place to prevent the spread of COVID -19 including hand sanitisers and a one-way system around the Fair.

In the event that the Fair has to be postponed due to COVID-19, the Organiser will endeavour to rearrange the Fair to another date and transfer bookings to that date.

It is expected that the Exhibitor be flexible and work with the Organiser on this during these uncertain times.

In the event that the Exhibitor is unable to take a stand at the new arranged date, a full refund WILL BE GIVEN..