



# Surrey Art Fair (Spring) 2024

1<sup>st</sup> – 3<sup>rd</sup> March

Sandown Park Racecourse, Esher KT10 9AJ

## *Terms and Conditions*

### 1. Definitions

In these terms and conditions, the following definitions will apply:

**Contract:** means any contract between the Organiser and the Exhibitor for allocation of Stand Space incorporating these "Conditions." **Fair:** These Terms & Conditions cover all Art Fairs run by the organiser

**Stand Space:** The area at the Fair venue that constitutes stand space as detailed in the Exhibitor Information Pack.

**Organiser:** Colourfull Arts Ltd TA Contemporary Art Fairs of Loxley House, 25C Orgreave Crescent, Sheffield S13 9NQ.

**Exhibitor Information Pack:** Event booking form, prices and details marked Exhibitor Information Pack.

**The Exhibitor:** means any person, firm or company allocated stand space for a Fair.

**Deposit:** the amount notified by the Organiser to the Exhibitor for securing allocation of the Stand Space.

### 2. Duration of Fair

The duration of the Fair will be as set out in the Exhibitor Information Pack; and will include any build-up or takedown time. During the Fair hours, the stand space must be always manned.

### 3. Application for stand space

Applications for stand space can be made by completing the booking form attached. The Organiser reserves the right to grant, or refuse, any application without giving reasons. An application for stand space indicates the applicants' acceptance of these terms and conditions. The only terms and conditions that will be applicable to the contract will be those of the Organiser.

### 4. Signatories

The person or persons, signing the booking form on behalf of the Exhibitor will be deemed by the Organiser to have the authority of the Exhibitor to do so. The Exhibitor will have no right to claim against the Organiser, that such person or persons did not have such authority.

### 5. Payment for stand space

Payment for the stand space allotted to an Exhibitor must be made to the Organiser prior to the date of the Fair as set out in the Exhibitor Information Pack. A deposit confirms a stand booking with instalments to cover the balance. An Exhibitor will not be able to participate at the Fair if full payment is not made prior to the date of the Fair as set out in the Exhibitor Information Pack. All payments made are non-refundable.

### 6. Set up

The stand space must be cleared completely of packaging materials, tools etc. prior to the Fair opening hours, as set out in the Exhibitor Information Pack.

### 7. During the Fair

i) The stand space must be kept in an orderly fashion. No Exhibitor will be permitted to erect displays in such a manner as, in the opinion of the Organiser to obstruct the light or impede the view in open spaces or gangways or to occasion inconvenience to other Exhibitors.

ii) If in the opinion of the Organiser an Exhibitor's display extends beyond the allocated Stand Space the Organiser may at its sole discretion charge the Exhibitor for the additional area occupied at the prevailing rate or request that the extended display be removed.

### 8. Take Down

The stand space should not be cleared of exhibits (Excluding sold items which could be replaced) until such time as the Fair closes to the public on the final day. The Exhibitor shall remove all exhibits and display goods and materials from the allocated Stand Space and shall be liable to the Organiser for any storage or handling charges incurred by the Organiser resulting from failure to comply with this condition.

### 9. Assignment

Stand space may not be assigned or sublet without the prior permission of the Organiser.

### 10. Attendance

Part of the exhibitor pack for SURREY ART FAIR SPRING 2024

i) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all, or any other contracted Exhibitors, to attend the Fair for any reason beyond the reasonable control of the Organiser. ii) All Exhibitors should arrive in sufficient time to allow them to fully furnish their stand.

### **11. General**

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

ii) Information given by the Organiser about the Fair in any promotional or advertising material is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission does not entitle the Exhibitor to cancel this contract and/or claim against the Organiser for compensation.

### **12. Insurance**

The Exhibitor shall affect at its own cost full indemnity insurance against usual risks in respect of loss, damage or injury to goods (in transit, on display on stand or in public area, or while being handled by wrappers) or persons for the full duration of the Fair of not less than £2,000,000.

### **13. Organisers Liability**

i) The Organiser shall not be liable for any loss or damage (including consequential or indirect loss or damage arising from the organisers negligence) and which shall include (but not by way of limitation) loss of profits, loss of contracts, loss or damage to 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 organisers negligence).

ii) 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 cause 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 it might have against the Organiser for refunds, loss, damages or expenses.

### **14. Exhibitor Images**

Images supplied for approval and website entry will be deemed available for use by Contemporary Art Fairs across all forms of social media and publicity unless informed otherwise.

### **15. Wrapping Facility**

Use of the wrapping facility is at the exhibitor's risk.

### **16. Exhibitor Contact details**

You consent to Contemporary Art Fairs storing your data. Show guide and website entry will be deemed available for use by Contemporary Art Fairs in fair promotion and management which may include group emails to the confirmed exhibitors attending the event.

### **17. Pandemics**

In the situation where the organiser needs to cancel a fair due to a pandemic any payments made including your deposit will be rolled over for use at a future fair. Should it be safe to continue with the fair, but you do not wish to attend due to a pandemic and would like to roll over your deposit to another fair then please let us know no less than 45 days prior to the fair.