



Exhibitor Terms and Conditions

These are the standard terms of Exhibitor Business of A Moment of You Limited (AMOY), of 1 White Close, Horley Surrey RH6 8GE, and all work undertaken by AMOY shall be on these terms unless specifically varied in writing and agreed to by both parties prior to the event. The Event for these purposes will take place on 12th September 2021.

Booking and Payment Terms

- 1) A Moment of You Limited referred to as AMOY reserves the right to refuse an application without reason.
- 2) All bookings must be made through Event Owl.
- 3) A signed copy of these terms and conditions (electronically signed is fine using Event Owls tick box), together with your completed application form must be received before any application can be considered.
- 4) All necessary certificates including Public Liability Insurance must be sent electronically to hello@amomentofyou.com within 7 days of your confirmed stall.. Failure to provide a copy of the Public Liability Certificate by this date may result in your pitch being revoked. If your pitch is revoked due to non receipt of the Public Liability Insurance, AMOY reserves the right to:
 - a. cancel the booking without further notice and retain the full deposit.
 - and/or
 - b. re-sell the pitch without further notice (any such re-sale does not oblige AMOY to refund any deposit paid).
- 5) Once a pitch is approved, a deposit for half the pitch fee will be payable within 7 day (the deposit). Failure to make this payment may result in the offer being revoked.
- 6) Payment must be made in full at the latest by 18th July 2021 as set out within the Event Owl website. In the event that full payment is not received prior to that date AMOY reserve the right to:
 - a. cancel the booking without further notice and retain the full deposit.
 - and/or

- b. re-sell the pitch without further notice (any such re-sale does not oblige AMOY to refund any deposit paid).
- 7) In the event of bookings made less than 3 months prior to the event, payment in full must be made at the time of booking. No refunds will be possible on a late booking.
- 8) In the event of a cancellation by the exhibitor in writing more than 8 weeks prior to the event, AMOY will refund 50% of the deposit paid.
- 9) In the event of cancellation by the exhibitor in writing less than 8 weeks prior to the Event, AMOY will not refund any part of the deposit and reserves the right to request the full payment amount.
- 10) Exhibitors are responsible for submitting all requested documentation to AMOY within 7 days of the confirmed booking. In the event that such paperwork has not been received by AMOY within that timeframe, AMOY reserve the right to cancel the booking and no refund will be due to the Exhibitor.

Exhibitor Pitches

- 1) Outdoor pitches are space only and do not include any other furniture/gazebos, unless specifically agreed by AMOY and paid for in advance.
- 2) Exhibitors are responsible for providing their own cleaning products, facilities and all items associated with their trade.
- 3) Exhibitors are not permitted to display signage or promotional materials and/or trade outside of their fixed pitch unless agreed by AMOY and paid for in advance.
- 4) The layout of the event is planned carefully in advance to try to satisfy the requirements of members of the public and Exhibitors alike. The layout CANNOT be altered on the day. Any specific requirements must be requested at the time of booking. Only those requirements made and agreed in advance by AMOY will be possible to be satisfied.
- 5) AMOY will try to ensure a variety of stalls, but cannot guarantee number of stalls per type or whether other stalls will be selling similar products. Priority will be given to current AMOY Boutique Owners (find out more about becoming a boutique owner at www.amomentofyou.com)
- 6) Exhibitors must sell only such products as are listed on their application form. In the event that an Exhibitor attempts to sell anything not listed on their application form they may be asked to cease such sales. Any losses incurred as a result will be the sole responsibility of the Exhibitor. In the event of a refusal to do so, the Exhibitor may be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the Exhibitor as a result shall be the sole responsibility of the Exhibitor.

Electric Hook-Up

- 1) Electric pitches are available but must be booked and paid for in advance. AMOY cannot guarantee the availability of an electric pitch if not booked in advance.
- 2) Any Exhibitor pulling more power than the amount booked will be required to reduce their usage and/or charged for the additional power used. Failure to comply will result in immediate disconnection from the circuit and no refund will be given. Any losses incurred by the Exhibitor shall be the sole responsibility of the Exhibitor.
- 3) Electricity, if booked and paid for in advance, is available from 07:00 – 19:00. No overnight power is available.
- 4) Items of electrical equipment must be PAT tested and uniquely marked/identifiable with the dated test label clearly attached.

Insurance

- 1) All Exhibitors are required to hold Public Liability Insurance.
- 2) All Exhibitors should forward a copy of their Public Liability Insurance Schedule which covers the date of the event to hello@amomentofyou.com within 7 days of the booking.

Cancellation

- 1) AMOY reserve the right to cancel the Event if extreme weather conditions or other unforeseen circumstances beyond the organisers' control persist, (including, but not limited to, acts of terrorism). Should any such circumstances arise, prior to or during an event, AMOY shall be under no obligation to provide a refund; and AMOY will not be liable for any damages or losses incurred by an Exhibitor.
- 2) Should the event not proceed due to Coronavirus Restrictions, AMOY will reimburse all monies paid less any significant expenses AMOY may have already incurred. AMOY will not be liable for any losses or damages incurred by the Exhibitor.

Force Majeure

AMOY shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God c , strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and AMOY shall be entitled to a reasonable extension of its obligations.

General

- 1) Any Exhibitor failing to comply with any of the following terms, at the discretion of AMOY, may be asked to leave the event . In such circumstances, no refund will be given and any losses incurred by the Exhibitor shall be the sole responsibility of the Exhibitor and AMOY will not be responsible in respect thereof. Such Exhibitors may (at the sole

discretion of AMOY) not be permitted to trade at future AMOY Events and AMOY will not be responsible for any losses incurred as a result.

- a. All Exhibitors must remain trading during the event hours. The failure of an Exhibitor to trade at any time when the event is open will result in exclusion from future events. THERE WILL BE NO MOVEMENT OF VEHICLES ON SITE UNTIL THE EVENT IS CLOSED TO THE PUBLIC.
 - b. Exhibitors must keep their stall area (and the immediate area surrounding it) tidy and clear of all rubbish. Exhibitors must take their own rubbish home with them and/or deposit it in the on-site skip (arrangements will vary per event and Exhibitors will receive advance and on the day notification, specific to each event). Any Exhibitors who fail to adhere to these arrangements and/or leave their rubbish anywhere on site, other than as directed will be charged a £100 clean up fee.
 - c. Exhibitors must use any equipment they are provided with carefully. Exhibitors must not damage or remove any equipment. Exhibitors will be responsible for the cost of any equipment which is damaged and AMOY reserves the right to request payment of such items.
 - d. Exhibitors must not attach anything to the walls or ceiling of the marquee or cause any damage to the marquee.
 - c. No Exhibitor shall be allowed to call attention to goods or services, use any equipment or behave in any way so as to cause annoyance/risk of, and/ or actual damage/harm/ loss to AMOY/members of the public/other Exhibitors. Selling of goods by auction is prohibited. Any such inappropriate behaviour/selling practices will be brought to the Exhibitor's attention by a senior member of the AMOY team and the Exhibitor will be asked to stop and/or modify their behaviour/selling practices to an acceptable standard.
- 2) It is the responsibility of the Exhibitor to safeguard and secure their own property. All items left overnight are done so at the Exhibitor's own risk. AMOY do not accept any responsibility for theft, loss or damage, howsoever incurred.
 - 3) Parking in the car park is at the owner's risk.
 - 4) Exhibitors are not permitted to spread hay on to the event site/area surrounding the event or anywhere within the estate grounds. AMOY incur a charge at each venue for removal of hay & repair to the grass. In the event that an Exhibitor spreads hay anywhere on the event site, AMOY will be entitled to charge the Exhibitor the removal/repair fee in respect thereof (minimum £100).
 - 5) It is a requirement that you use biodegradable paper, biodegradable paper bags, card, cornstarch and wooden disposables. This is to reduce the amount of waste produced and maximise-recycling potential of the event. If you are having trouble sourcing these

please contact us in the first instance who will be able to advise on this. Please note, THE EVENT HAS A COMPLETE BAN ON SINGLE USE PLASTICS, you may be restricted from trading if you are unable to comply.

- 6) You shall ensure that your designated pitch has been left tidy and in good order and that AMOY or their designated representatives have deemed it so. YOU ARE RESPONSIBLE FOR TAKING YOUR OWN WASTE WITH YOU any cost for cleansing or waste removal from your site will be charged to you. This includes stacking your boxes and rubbish next to bins supplied by AMOY.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.