

# Blind Lemon Vintage Fashion Fairs

## Contractual Terms and Conditions

### 1 Space Bookings

- 1.1 All bookings for space at a Blind Lemon Vintage Fashion Fair ("the EVENT") must be made on a duly and properly completed Blind Lemon Vintage ("the ORGANISERS") Booking Form duly signed by the applicant ("the EXHIBITOR"). Where the applicant is acting for the Exhibitor, s/he shall disclose the full name and address of the principle on the Booking Form.
- 1.2 For all bookings, the Exhibitor must submit with the Booking Form payment to the Organiser of the TOTAL FEE for the space at the relevant fair. If the Organiser accepts a Booking Form from an Exhibitor who has paid less than the total fee, this shall not affect the Organiser's right to receive the balance, and Clause 3.1 shall apply.
- 1.3 All bookings are subject to availability. The Organiser reserves the right to decline any application or Booking Form in it's absolute discretion. Telephone enquiries or enquiries made during an event are indicative of availability only and are not binding on the Organiser.
- 1.4 Reservations and/or "pencil in" are not taken under any circumstances.

### 2 Payment

- 2.1 All payments shall be made in cash, by PayPal invoice, by credit card or by cheque made payable to "Blind Lemon Vintage".
- 2.2 Full payment for the stand/stall shall be paid BEFORE the opening of the Event, in cash or by cheque. Any payments made on the day of the Event shall be in cash unless the Organiser agrees otherwise in it's absolute discretion.
- 2.3 In the event of any notice of cancellation in accordance with Clauses 4.1 or 4.2, the total fee shall be payable to the Organiser, whether or not the Exhibitor attends and exhibits at the Event.
- 2.4 NO post-dated cheques will be accepted under any circumstances.
- 2.5 A Fair booking is not complete unless payment in full AND a booking form are received.

### 3 Binding Contract

- 3.1 A binding contract will only exist once the Organiser has received a correct Booking Form and the Organiser has notified the Exhibitor. Allocation of and access to the space indicated on a Confirmation Form is conditional on the Exhibitor having made full payment of the total fee before the advertised opening time of the Event.
- 3.2 All contracts for space shall incorporate these Terms and Conditions and none others whatsoever, save as expressly set out on the Confirmation Form.

### 4 Cancellation

- 4.1 If an Exhibitor cancels a fully paid for booking more than 20 Working / Business Days (not including Saturdays) before the event, the Organiser will use reasonable endeavours to resell the space and if successful, shall return to the Exhibitor any amounts paid by them less any shortfall between the total fee which would have been due from the Exhibitor and the resale price achieved by the Organiser. If the Organiser does not resell the space, the Payment from the Exhibitor shall be forfeited and belong to the Organiser.
- 4.2 If an Exhibitor shall cancel with less than 20 clear Working / Business Days before an Event, the provisions of Clause 4.1 shall apply but if the Organiser does not resell the space, the total fee shall be payable in full and no amount shall be refundable to the Exhibitor.
- 4.3 If the Event is prevented from taking place or is postponed due to circumstances beyond the Organiser's reasonable control, the Exhibitor shall have no claim whatsoever against the Organiser whether in respect of loss, damages or otherwise (save that the Organiser shall return to Exhibitors amounts paid by them less all amounts required to reimburse for all costs of and incidental to the organisation and cancellation/postponement of the Event). These circumstances shall include, but are not limited to (i) the premises designated for the Event becoming wholly or partially unavailable or unfit for use, (ii) outbreak of war or terrorism, (iii) vandalism or disease or (iv) national or local mourning.  
The organiser will use reasonable endeavours to notify Exhibitors of any cancellation or postponement prior to the originally intended date of the Event, but shall not otherwise be liable for any failure to do so. If, in the opinion of the Organiser by rearrangement of the period or date of the event or by substitution of the premises, the Event can be carried through, this contract shall be binding with such variations as to time, date, size and position of the stands and other facilities as the Organiser shall decide in its absolute discretion.

### 5 Exhibition Space

- 5.1 Space for the Exhibition stands is let to the Exhibitor and may not be sub-let or assigned or shared with any other party without the prior written consent of the Organiser in its absolute discretion. Whilst the Organiser will use reasonable endeavours to accommodate Exhibitor's preferences of stand positions, no specific stand position is guaranteed by the Organiser. Stand positions allocated (whether or not indicated on the Acceptance Form) are indicative only.
- 5.2 The Exhibitor must ensure that at all times his/her stand, equipment, display and materials shall not in any respect extend beyond the boundaries of his/her allotted space covered by this contract and do not constitute any form of nuisance to or interference with any other exhibitor, stand or display nor to any other persons/ The Exhibitor shall in all other respects conform to the rules and regulations as may be published from time to time by, and all reasonable requests at any time by, the Organiser.
- 5.3 The Exhibitor must ensure that at all times if there is a shared access between stands, the access is not obstructed or encroached upon in any way. It is the Exhibitor's responsibility to book sufficient space for his/her display, including sufficient space for all the clothes rails and the like.

### 6 Assembly, maintenance and break-down of stands/displays.

- 6.1 The Exhibitor is responsible for unloading, setting-up, dismantling and loading his/her own stand, stocks and displays.

- 6.2 The Exhibitor's stand or display is to be staffed, complete and ready to trade before the advertised opening time of the Event. Exhibitors failing to comply; (a) may be refused admission or be expelled from the Event without refund, at the Organiser's absolute discretion, or b) may have their allocated space changed to another space (whether or not of the same size) at the Organiser's absolute discretion.
- 6.3 Stands must not be dismantled until the advertised time of the end of the event.
- 6.4 The Exhibitor shall ensure that his/her stand and displays are adequately staffed and maintained at all times during the event and shall be responsible for ensuring that each attendant on the stand understands the position of fire extinguishers and emergency exits.
- 6.5 No Exhibitor shall conduct any competition or offer any prizes or awards at any Event without the prior written approval of the Organiser.
- 6.6 The Exhibitor shall ensure that all goods displayed and/or offered for sale at the stand shall conform to the advertised theme of the Event, failing which the Organiser reserves the right to remove non-conforming items.
- 6.7 The Exhibitor must clearly state his/her name and principle address on his/her stand.
- 6.8 The Exhibitor shall not sell food, drinks or other consumables from his/her stand.
- 6.9 The Exhibitor must take all rubbish with him/her at the end of every Event and leave the stand as clean and tidy as practicable.

## **7 Insurance and Indemnity**

- 7.1 You are strongly advised to take out adequate insurance cover to cover public liability, personal injury, loss or damage to Exhibitors, their agents or servants or their stocks, personal belongings or other property or in any respect of any third party ("Risks").
- 7.2 The Exhibitor shall keep the Organiser fully indemnified against all claims and losses, costs. Expenses and liabilities relating to the occurrence of any Risks and any other loss, tort or injury howsoever arising to any third party resulting from any act or default of the Exhibitor, or his/her servants, agents, contractors or invitees.

## **8. Liability**

- 8.1 The Organiser excludes all legal liability in the event of having to cancel or postpone an Event pursuant to Clause 4.3, as well as for the failure of any other facilities at the Event (including but not limited to power supplies, catering or other facilities), the non-appearance of any scheduled advertising, removal of advertising signage or any other circumstance beyond the reasonable control of the Organiser, save that the Organiser shall remain liable to the extent required by law in respect of its negligence of that of its employees or agents.
- 8.2 The Organiser does not accept responsibility and shall not be liable for any loss or damage of any nature to property brought to any Event, whether belonging to any Exhibitor, any invite or guest of any Exhibitor or any other third party.

## **9. Fur**

- 9.1 **NO** fur items or garments are to be sold at Blind Lemon Vintage Fashion Fairs under **ANY** circumstances. This ruling includes but is not limited to mink, fox, rabbit, chinchilla etc. This ruling includes but is not limited to coats, jackets, gloves, tippets, stoles, scarves etc. This rule also applies to items with a fur trim or fur decoration. This includes but is not limited to accessories, handbags, shoes, jewellery etc.
- 9.2 The basic rule of thumb is, if it is made from fur or if it has any fur on it or in it, **DO NOT** bring it as part of your stock to a Blind Lemon Vintage Fashion Fair

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