

# CURATED

by Dapper & Suave

## Exhibitor Terms and Conditions

Being invited to exhibit and making payment to Curated by Dapper & Suave you are deemed to have agreed with the following Terms & Conditions.

These are to ensure that you are clear on the expectations of you as an exhibitor, to protect the contract Curated by Dapper & Suave have signed with each Venue we hire.

Clauses relate to pre, during and post event expectations by us as Event Hosts, as well as the important part you play in protecting the fabric of each Venue.

You will also find information about what will be provided for you at each Event and how we want you all to work together.

## Definitions

- 'Venue' shall mean the hired location for each event.
- 'CDS' shall mean Curated by Dapper & Suave.
- 'Exhibitor' shall mean the person(s) and business named on the booking form who has signed to electronically agree to these T&Cs.
- 'T&Cs' shall mean the terms and conditions of this binding contract between Exhibitor and CDS.
- 'Event' shall mean our pop up markets in whichever format or venue they are being hosted by CDS.
- 'Booking' shall mean the space offered to you by CDS for an Event.
- The 'Exhibitor Fee' is the total amount payable by the exhibitor to CDS and confirmed in an invoice.
- 'Scheduled Payments' shall mean the amounts payable by the Exhibitor to CDS towards the Exhibitor Fee and the timings for making those payments as set out in an invoice. This is available in exceptional cases and on request only.
- 'Booking Form' shall mean the Google Form specifying the date and venue you are being invited to exhibit which must be completed within the timelines specified.

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1.0	<b>Exhibitor Fee and Booking Form</b>
1.1	You, as the Exhibitor, are agreeing to pay the Exhibitor Fee, as confirmed by CDS for your exhibitor space for the specified date and venue you have been invited to exhibit at.
1.2	You are contracting to pay the Exhibitor Fee as a one off payment or in Scheduled Payments if these been requested and agreed by CDS.
1.3	Your exhibitor space will not be confirmed until Exhibitor Fee or Scheduled Payments AND Booking Form are completed within timescales requested by CDS. The Booking Form needs to include what you plan to sell (see para 9.0).
1.4	Your exhibitor space is for one business only and cannot be shared with another business.
1.5	Your indoor exhibitor space will be for table space within the specific venue. Venue specific tables sizes can be found in para 12.0
1.6	Your outdoor exhibitor space will be for one 3 x 3m square space for which you must provide your own gazebo and leg weights.
1.7	If your business is based from a vehicle the space available will be discussed during the availability and booking process between the Exhibitor and CDS.
2.0	<b>Payments</b>
2.1	The Exhibitor shall pay the Exhibitor Fee as a one off payment as standard within the time scales set by CDS for each Event.
2.2	Exhibitors invited to exhibit at multiple Event within a financial calendar year may be offered Scheduled Payments in exceptional circumstances.
2.3	Any Exhibitor who misses a payment schedule date will be reminded a reasonable number of times before forfeiting their exhibitor space.
2.4	Exhibitors are responsible for managing communication with CDS and to regularly check junk mail to avoid issues. CDS are keen to build a relationships with each Exhibitor to ensure each Event is successful.

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3.0	Cancellations Terms
	Cancellation by us, Curated by Dapper & Suave
3.1	<p>We may cancel your Booking with immediate effect by giving you notice by email if:</p> <ol style="list-style-type: none"><li>i. You fail to pay any of the Scheduled Payments when they are due.</li><li>ii. You commit or intent to commit a serious breach of any of your obligations under these T&amp;Cs and do not remedy this breach within 14 days of us raising this breach with you.</li></ol>
3.2	<p>A 'serious breach' includes any failure to make Scheduled Payments and:</p> <ol style="list-style-type: none"><li>i. Any breach of the T&amp;Cs which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of each Venues operating licences, or</li><li>ii. Demands that CDS working with each Venue permit breaches covered in para 3.2.(i)</li><li>iii. Plan to breach when permission has not been granted by CDS working with each venue because the activity would be in breach of para 3.2 (i)</li></ol>
3.3	<p>If your Booking is cancelled due to scenarios 3.1 or 3.2 above, you agree to the Cancellations Costs laid out below (para 4.2). CDS will not be responsible for any costs that you continue to incur despite your Booking being cancelled. For example: non-refundable payments for materials purchased.</p>
3.4	<p>If we cancel your booking due to no fault of CDS or each Venue (or any Unexpected Event – see section 5.0) CDS will not be responsible for any costs that you may continue to incur despite your Booking being cancelled.</p>
3.5	<p>Unless we cancel your booking because you have seriously breached these T&amp;Cs, or due to an Unexpected Event (para 4.2) we will refund you all payments subject to contributions from each Venue.</p>

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Cancellation by you, The Exhibitor	
3.6	You may, at any time, cancel your Booking with us. However, your rights to any refund of the Exhibitor Fee, or part thereof, will depend on when you decide to cancel you Booking.
3.7	If you cancel your Booking, any refund of the Exhibitor Fee will be subject to the Cancellations Costs laid out below (para 4.2).
3.8	<p>If you wish to cancel your booking, for whatever reason, you must contact us by email to <a href="mailto:curated@dapperandsuave.uk">curated@dapperandsuave.uk</a> Unless we agree otherwise with you, your cancellation will come into effect on the date that we confirm receipt of your request to cancel (which we will not delay unreasonably).</p> <p>Please note: CDS treat written notice from a business as communicated on behalf of the Exhibitor based on the Exhibitor named on the Booking Form.</p>
3.9	We will take reasonable steps to mitigate our losses that result from your cancelled booking. The Cancellation Costs may be subject to further deductions to the extent we are able to mitigate our losses wholly or in part (e.g. by reselling your cancelled Booking).
3.10	<p>Upon your cancellation of your Booking, you need to provide the following information by email or social media:</p> <p>Bank Account Name Bank Name Account Number Sort Code</p>
3.11	CDS will agree refund amount with the Exhibitor by email and arrange bank transfer using details provided from para 3.10 within 14 days.

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4.0	<b>Cancellation Costs Table</b>
4.1	The Cancellation Costs Table below is based on the unavoidable expenses CDS will incur and direct loss of profit (including the value of your Booking and the likelihood of CDS being able to rebook your cancelled Booking).
4.2	<p>CDS will refund the following % of the Exhibitor Fee subject to whether the individual Exhibitor has been granted Scheduled Payments.</p> <ul style="list-style-type: none"><li>• 14 days or less – CDS retain 100%</li><li>• 14 – 30 days – CDS retain 50%</li><li>• 31 – 60 days – CDS retain 25%</li><li>• More than 60 days – full refund</li></ul>
4.3	As Scheduled Payments must be fulfilled within 60 days of each Event, refunds will be based on the full value of the Exhibitor Fee for the relevant Event.
5.0	<b>Unexpected Events</b>
5.1	<p>An 'Unexpected Event' (otherwise known as a 'force majeure event') means a cause or circumstance not within our reasonable control (listed below) which affects the performance of our obligations under these T&amp;Cs:</p> <ul style="list-style-type: none"><li>➤ acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);</li><li>➤ collapse of buildings, fire, explosion or accident;</li><li>➤ epidemic or pandemic (this includes but is not limited to COVID-19), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at any of the Venues</li><li>➤ terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations</li><li>➤ nuclear, chemical or biological contamination, or sonic boom;</li><li>➤ any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and</li><li>➤ interruption or failure of utility service.</li></ul>

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5.2	If CDS are delayed, hindered or prevented from hosting an Event by one of the Venues due to an Unexpected Event, we will contact you as soon as possible to let you know. Working with each Venue for an impacted Event we will take reasonable steps to minimise the impact of such an Unexpected Event.
5.3	If an Unexpected Event occurs, we will discuss proposed steps with each Venue for each Event impacted to understand options and then communicate them to you. These options may differ on a case-by-case basis subject to the impact of the Unexpected Event.
5.4	If your Booking is cancelled as a result of an Unexpected Event, you will be entitled to a refund of monies subject to reasonable CDS expenses related to the Event to which your Booking applies up to the date of cancellation.
5.5	CDS will agree refund amount with the Exhibitor by email and arrange bank transfer using details provided as in para 3.10 within 14 days.
6.0	<b>Insurance</b>
6.1	All Exhibitors must arrange Public Liability Insurance to a value of £5million.
7.0	<b>Food and Alcohol</b>
7.1	All Food Exhibitors must have relevant hygiene ratings and certificates and make them visible in their exhibitor space at every Event.
7.2	CDS will apply for the relevant TEN licence for all exhibitors selling alcohol at Events at Dorking Halls. No alcohol can be sold for consumption at Dorking Halls but samples can be given away. (see para 14.5)
7.3	Alcohol exhibitors at Gildings Barns Events can sell alcohol for consumption. Gildings Barns provide the relevant licence for this Venue.
7.4	External food Exhibitors at Dorking Halls Venue must: <ul style="list-style-type: none"><li>• Only sell hot food to avoid conflict of interest with Dorking Halls Café.</li><li>• Be able to connect to 16 amp single see form plug.</li></ul>

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8.0	Health & Safety
8.1	Car Parking at all Venues must allow easy access by emergency vehicles right up the buildings in each Venue.
8.2	Dorking Halls Venue – The Manager and duly authorised officers of The Council police, ambulance, and fire authorities shall always have free access to all parts of The Halls.
8.3	Fire Pits, Swedish Torches, Gas Heaters, Campfires, open flames and lit candles are not permitted at any Venue.
8.4	Battery tea-lights can be used at any Venue.
8.5	In case of fire at any Venue, Exhibitors must follow all guidance from the Venue, CDS and emergency services to move to safety.
9.0	Pre Event
9.1	Exhibitors must inform CDS of products and services they intend to sell at each Event and note that they may not be able to sell the full range at every event.
9.2	Exhibitors must keep CDS informed if their product range or business changes direction to support the curation of each Event for the customer.
9.3	Exhibitors must inform CDS of additional display materials planned to be used and agree with CDS before bringing to any Event to ensure they do not encroach on other Exhibitors space. (see para 14.6)
9.4	Exhibitors will be provided with promotional material for use of social media ahead of each Event, which CDS actively encourage businesses to use to maximise footfall opportunities.
9.5	CDS will contact all Exhibitors with information about arrival and set up times ahead of each Event via email. Exhibitors are responsible for using this information, which could also include Zoom, WhatsApp and other social media tools to communicate.
9.6	CDS will monitor where Event space at a Venue is weather dependant and communicate with Exhibitors if alternative plans need to be actioned.

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10.0	Event
10.1	Dorking Halls Venue – no vehicles shall be parked or wait at the front entrance of approach to The Halls or in the side leading to the back of The Halls or in the small staff car park to the rear of The Halls. Exhibitors must not park in the red marked bays at the back door even for unloading.
10.2	Gildings Barns Venue – no vehicles to be parked on grass verges. Any damages will be invoiced to Exhibitors.
10.3	All Venues – cars must be moved to designated car parking area once unloaded. Designated parking area will be communicated for each Event.
10.4	Access to each Venue / Event will only be given to Exhibitors once CDS have confirmed that the Venue is ready for set up.
10.5	Nuisance, or annoyance to other users of any Venue or residents or occupiers of neighbouring properties is not permitted.
10.6	CDS reserve the right to ask Exhibitors to amend their display to fit the space, or remove products or services not previously agreed for sale.
10.7	CDS and any the Venues reserve the right to refuse admission or remove any person without stating a reason.
10.8	CDS accept no responsibility for any items lost, stolen or damaged. The Venues accept no responsibility for any items lost, stolen or damaged.
10.9	Exhibitors must remain within the hired facility of each Venue and not enter other parts of the buildings. This is particularly important at Gildings Barns which includes farm hazards and family living space.
10.10	Exhibitors are not permitted to use glue, adhesive tape, pritt pads, nails or drawing pins to attach items to walls, pillars or fixtures. The full cost of making any damages will be recharged to Exhibitors.
10.11	Exhibitors must not move equipment, fixtures or fittings without consulting CDS.
10.12	All Exhibitors must ensure that table cloths cover the table on all sides and any back up stock is tidied away to give visitors a professional welcome.
10.13	WIFI is available in all Venues and will shared via information packs or on the day. Please note that some rural Venues may have a less reliable signal.




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11.0	Electricity
11.1	Exhibitors are asked to request electricity on their booking form. CDS will work with each Venue to ensure requests where possible.
11.2	Any electrical items such as extension cables must be PAT tested. Please avoid creating trip hazards with cables.
11.3	Dorking Halls Venue – Exhibitors must speak to CDS before plugging in electrical items who will make the operations team aware.
12.0	Tables & Chairs
12.1	Dorking Halls internal set up: <ul style="list-style-type: none"><li>• Table size: 6 ft (L) x 2 ft 3” (W) x 2 ft 3.5” (H)</li><li>• Chairs can be collected from the foyer</li><li>• All unused chairs removed by 10:30am</li></ul>
12.2	Gildings Barns internal set up: <ul style="list-style-type: none"><li>• Table size: 6 ft (L) x 2 ft (W) x 2 ft 6” (H)</li><li>• Please note these are a trestle table style</li><li>• 2 chairs for each table</li></ul>
12.3	Denbies Wine Estate internal set up: <ul style="list-style-type: none"><li>• Table size: 6ft (L) x 2 ft 3” (W) x 2 ft 3.5” (H)</li><li>• 2 chairs for each table</li></ul>
12.4	CDS will advise Exhibitors of available equipment at other Venues.
12.5	Exhibitors can bring their own table within prior agreement from CDS only.
13.0	Post Event
13.1	Exhibitors must provide takings for the Event within 24 hours via email or social media to CDS for confidential collation.
13.2	CDS will collate customer and Exhibitor feedback.
13.3	CDS will share overall takings for each Event including footfall to help Exhibitors understand performance and help CDS plan for future Events.

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14.0	Etiquette
14.1	Smoking and vaping are not permitted inside any Venue, or within the vicinity of Exhibitor space, or close to the entrance or exit to any Venue.
14.2	Excessive alcohol consumption, meaning an Exhibitor or customer is unable to act professionally with other customers and Exhibitors will not be tolerated. In this situation CDS reserve the right to ask anyone to leave and to cancel any future booking with such an Exhibitor.
14.3	All equipment and each Venue must be left as they were found, in a neat and tidy condition and in a good state of repair.
14.4	All rubbish must be removed from the Venue or placed in bins where available.
14.5	Well behaved dogs on leads and children are welcome at Dorking Halls but not inside the building Of Denbies Wine Estate. Please check with CDS before each Event if you are unsure.
14.6	Personal refreshments, food and alcohol cannot be consumed in a café or restaurant area of a Venue (e.g., Dorking Halls and Denbies Wine Estate).
14.7	Work with your neighbour within your designated spaces as Exhibitors. Exhibitors must not bring excessive product or display to any Event.
14.8	Exhibitors to ensure all assistance support who do not add value to selling of products and services to leave the Event space during Event hours.
14.9	Food Exhibitors must keep in regular communication with CDS if they have concerns about their stock levels running out before the end of an Event.
14.10	Any issues during the day with the operation of the Event must be raised directly with CDS and not with the Venue. This will help centralise communication to manage on the day or for future Events.
14.11	CDS are proud of the network of small businesses we curate. Any examples of discriminatory or bullying behaviour will not be tolerated and CDS reserve the right to ask anyone to leave an Event or to cancel future Booked Events without explanation. (see para 3.1)