

# CURATED BY DAPPER & SUAVE - TERMS AND CONDITIONS 2024

## 1. Definitions

1. 'Venue' - the hired location for each event.
2. 'CDS' - Curated by Dapper & Suave.
3. 'Exhibitor' - the person(s) and business named on the booking form who has signed to electronically agree to these T&Cs.
4. 'T&Cs' - the terms and conditions of this binding contract between Exhibitor & CDS.
5. 'Event' - pop-up markets in whichever format /venue they are being hosted by CDS.
6. 'Booking' - the space offered to you by CDS for an Event.
7. The 'Exhibitor Fee' - total amount payable by the exhibitor to CDS and will be confirmed in an invoice with date of when payment required.
8. '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.

## 2. Exhibitor Fee, Booking Form, Payment, Process

1. Exhibitor agrees to make full payment of all Exhibitor Fees requested by CDS.
2. Exhibitor spaces are for one business only and cannot be shared.
3. Missed payment schedule dates may result in forfeiting the Exhibitor space.
4. Effective communication with CDS is the responsibility of the Exhibitor.

## 3. Cancellation

1. CDS have the right to cancel an Exhibitor Booking if Scheduled Payments are not made on time and in full or in case of a serious breach by the Exhibitor.
2. Exhibitors are responsible for non-refundable costs incurred in case of Cancellation.
3. Refunds will be provided, subject to contributions from each Venue, unless Cancellation is due to serious breach by the Exhibitor or an Unexpected Event.
4. Exhibitors may, at any time, cancel their Booking with CDS. Exhibitor rights to any refund of the Exhibitor Fee, or part thereof, will depend on when an Exhibitor decides to cancel their Booking.
5. Exhibitors must contact CDS by email to cancel to **curated@dapperandsuave.uk**
6. Exhibitor refunds will be subject to the Cancellations Costs as described below:

14 days or less – CDS retain 100%

14 – 30 days – CDS retain 50%

31 – 60 days – CDS retain 25%

More than 60 days – full refund

#### **4. Miscellaneous - Unexpected Events**

1. 'Unexpected Event' includes events beyond reasonable control (force majeure).
2. Acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event)
3. Collapse of buildings, fire, explosion, or accident; 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.
4. 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.
5. nuclear, chemical, or biological contamination, or sonic boom
6. CDS to communicate options with Venue & Exhibitor in case of an Unexpected Event.
7. Refunds for cancellations due to an Unexpected Event will be subject to reasonable CDS expenses related to the specific Event.

#### **5. Food & Drink Related Business**

1. All Food Exhibitors must have relevant hygiene ratings and certificates and make them visible in their exhibitor space at every Event.
2. Food and Drink including samples can be given away but not consumed on site.
3. CDS will be apply for a TEN Licence if required.
4. 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.

#### **6. Pre-Event**

1. All Exhibitors must arrange Public Liability Insurance to a value of £5 million.
2. Exhibitors must inform CDS of products and services they intend to sell at each Event & note that they may not be able to sell the full range at every event.
3. Exhibitors must keep CDS informed if their product range or business changes direction to support the curation of each Event for the customer.
4. 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.
5. Promotional material will be provided for use ahead of each Event with Set up, get in times, car parking, floor plan, Wi-Fi will be communicated via email.
6. At Denbies Wine Estate, CDS will ensure that a table measuring 6ft (L) x 2 ft 3" (W) x 2 ft 3.5" (H) and two chairs are provided for each Exhibitor within the Exhibitor Fee.

## **7. Event**

1. Exhibitors can only access each Event once CDS have confirmed that the Venue is ready.
2. 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.
3. CDS and the Venue accept no responsibility for any items lost, stolen or damaged.
4. Exhibitors must remain within the hired facility of each Venue.
5. 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.
6. Exhibitors must not move equipment, fixtures, or fittings without consulting CDS.
7. Lit candles are not permitted at any venue.
8. Any issues during an Event must be raised directly with CDS, not the Venue.
9. Discriminatory or bullying behaviour will not be tolerated, and CDS reserves the right to take appropriate action.
10. Exhibitors must ensure that tablecloths cover the table on all sides and back up stock is tidied away to give visitors a professional welcome.
11. CDS will work with the Venue to meet electrical requirements where possible.
12. Exhibitors are responsible for PAT testing all electrical equipment and avoiding trip hazards to customers and other Exhibitors from cables.
13. Exhibitors must adhere to CDS etiquette guidelines which include but are not limited to no smoking or vaping within or close to the Venue, excessive alcohol consumption, venue cleanliness, and respectful behaviour. Any violation of this etiquette guidelines may result in an Exhibitor being asked to leave the Event with immediate effect.
14. Exhibitors must not consume personal refreshments, food, and alcohol in the café area of the Venue.
15. 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.
16. Dogs are not permitted inside Denbies Wine Estate.

## **8. Post Event**

1. Exhibitors must ensure that they leave their Exhibitor space clear of rubbish and in a good state of repair.
2. Exhibitors must provide takings to CDS within 24 hours for collation and review of the success of the event to enable future planning of CDS events.
3. CDS will share relevant information about the performance of the event to Exhibitors.