

(Last amended 10/05/2017)

Art Market : Conditions of Participation

For the purpose of this document the following definitions shall apply:

- The Organiser** The nominated legal entity who will be responsible for arranging and marketing the event.
- Exhibitor** Any individual or entity which has registered his participation as an artist at the event.
- The Venue Owner** The owners and management of premisses where the event will take place. No agreement shall exist between The Venue Owner and any Exhibitor.

CONDITIONS

- 1 No agreement shall exist between The Venue Owner and any Exhibitor.
- 2 Unless where explicitly excluded in a notice by the Organiser, Exhibitors will provide the Organiser with a valid insurance certificate indicating that they hold an active Public Liability Insurance [PLI] of no less than £5 million, which satisfies, apart from any other liability, the following criteria as specified by Holker Hall:

INSURANCE

Each Exhibitor/Trader is responsible for insuring against any legal liability incurred in respect of injury, loss or damage to property belonging to third parties. In addition, they should protect their expenditures against abandonment and cancellation or curtailment of the event.

LIABILITY

a .The entire risk and responsibility as regards the exhibits and property of exhibitors – including accident liability alleged to be, or due to, the handling and housing of such exhibits, the attendance on and management thereof, and all consequential and other injury or loss arising there from, shall be borne by the exhibitor.

b .The Committee will accept no responsibility for damage done to exhibits before, during or after the Market.

c .Holker Estates Company Limited shall not be responsible for any loss or injury however arising, incurred by any Exhibitor/Trader, his servants or agents. Nor does the aforesaid Company accept any liability to an Exhibitor/Trader in the event that the Market has to be cancelled or curtailed due to circumstances outside its control.

d.The Exhibitor/Trader shall indemnify Holker Estates Company Limited for any liability incurred by the Company to persons as a result of the act or omission of the exhibitor, his servants or agents.

The Exhibitor will ensure that the Organiser is provided with a copy of the PLI certificate immediately after applying for an event and will ensure that he/she has a copy of the certificate with him during the event.

The Organiser may cancel the registration of any Exhibitor if he is not satisfied that adequate PLI has been provided by the Exhibitor.

Nothing in this arrangements should be deemed to imply that the Organiser checks or accepts any insurance documents provided by the Exhibitors as valid. It remains the sole responsibility of the Exhibitor to ensure that his insurance cover is adequate as any failure by the insurer to validate a claim will be the responsibility of the Exhibitor. The Exhibitor will be liable in his personal capacity for any liability which has not been adequately insured by the Exhibitor.

- 3 All Exhibitors will ensure that they leave their pitches and the exhibition area in the same condition as it was before the exhibition.

Exhibitors will ensure that all refuse and packaging material is removed from and around their stall spaces after the exhibition and that the exhibition area is left in a clean condition after use.

Exhibitors will be responsible for any damage to the property of The Venue Owner due to painting on any surfaces of the property as a result of painting or any related activity by the Exhibitor on the day of the event.

- 2 Exhibitors will take reasonable measures to ensure the safety of the area in and around their pitches, including providing adequate packaging and wrapping of artwork to ensure safe carriage from the exhibition areas.

Exhibitors will compile a risk-assessment related to their display area to ensure that no condition exists or may occur which may endanger the safety of the public, fellow Exhibitors or others working on site. An Exhibitor will provide such an assessment to the Organiser if requested. Nothing in this arrangement should be deemed to mean that the Organiser has approved the risk assessment made by the Exhibitor.

Exhibitors will ensure that their display elements are adequately secured to avoid accidents due to wind, interference by the public or any other cause.

- 3 Exhibitors will take responsibility to ensure that any furniture, equipment and property of The Venue Owner, or equipment provided by any third party (for example gazebo's, tables etc.) used by Exhibitors is not damaged during market hours or during set-up, take-down, loading and unloading of their display elements.

- 4 The Organiser or The Venue Owner takes no responsibility for any damage to or loss of artwork, display elements, equipment or any other property of an Exhibitor which may be damaged or lost in the context of an Exhibitor's participation in the event. Exhibitors should ensure that they make adequate provision to protect their artwork and property against loss and damage as well as against bad weather on the day.
- 5 The Organiser has no control over the weather and reserves the right to cancel the event if exceptionally poor weather is anticipated. In the unlikely event that the event is cancelled this decision will be published on the event website after 16h00 on the day before the start of the event or if this is not possible by 6h30 on the day of the event. It will be the responsibility of each Exhibitor to ensure that they check the cancellation status of the event before travelling to the event location.
- 6 Exhibitors will participate in the event at their own risk and will indemnify the Organiser and The Venue Owner against any claim which may flow directly or indirectly from their participation in the event. The maximum liability of the Organiser in relation to any claim by an Exhibitor is the sum of pitch fees paid by the Exhibitor less any costs incurred by the Organisers.
- 7 The event format is dedicated to painters and printmakers in order to differentiate it from other local events which have a strong craft content. Exhibitors will ensure that their product offering on the day reflects this intended format. The Organisers will have the right to ask an Exhibitor to remove products which do not conform to the intended format and it will be the responsibility of the Exhibitor to clarify the inclusion of any display item with the Organiser if he has any doubt about the suitability of such items.
- Exhibitors are strongly encouraged to offer products at a variety of price points and for this reason we will allow good quality Giclée prints as part of the product offering.
- 8 The Exhibitor agrees to cooperate with the Organisers during the event in relation to any reasonable request issued to help ensure the safety and success of the event.
- 9 Exhibitors will ensure that their displays are set up at least 1 hour before the start of the event and that any refuse, boxes and packaging is removed from the exhibition areas.
- Exhibitors will not be allowed to leave the exhibition areas before the event has formally closed unless this is authorised by the Organiser.
- 10 Exhibitors will park their cars only in areas designated for Exhibitor parking.
- 11 The Exhibitors should not engage with the The Venue Owner or management of The Venue Owner in relation to any matter relating to the event. All contact relating to the event needs to be directed to the Organisers at the following contact methods:

Email	info@artcumbria.com,johndriskel@gmail.com
Phone	015395 62676

- 12 Exhibitors will ensure that their activities on site does not obstruct or interfere with the logistical and retail activities of The Venue Owner.
- 13 The Organiser may alter the Conditions of Participation without notice at his own discretion in order to ensure the successful execution of the event and the safety of Exhibitors and the public on site. It is the responsibility of each exhibitor to ensure that he reads the latest Conditions of Participation at least one day prior to the event.
- 14 **Refunds**
The Organiser is not obliged to give a refund if an Exhibitor cancels his registration prior to the event as costs may have been incurred in arranging the event. Any refunds if given will be at the discretion of the Organiser and will only be considered after the event has been completed. In the event of cancellation by the Organiser due to poor weather or circumstances out of his control the Organiser will endeavour to pay a partial refund of the registration fee less any costs which had been incurred in arranging the event.
- Where any event cancellation insurance has been arranged which makes provision for full or partial refunding of pitch fees, any such refund will be subject to deduction of excess payments and any amounts not covered by such a policy, and will only be paid after receipt of payment, if any, from the insurer.
- The Organiser shall not be obliged to refund an Exhibitor if he fails to provide adequate insurance cover or fails to comply with the conditions of the event.