

# Terms and Conditions

## 1. Food and Drink Stallholder Requirements-

Due to the specific nature of our event space, we are not accepting applications for the following types of vendors:

- Stalls offering hot food.
- Stalls providing food made to order on-site.

## 2. Preferred Stallholder Setup

We are seeking tabletop style stallholders who can showcase pre-packaged ready to go food items, such as baked goods, artisanal snacks, jarred products, or other goods that can be displayed and sold directly from your table.

## 3. Event Space Limitations

The venue does not allow for cooking, heating, or refrigeration facilities. As such, all vendors must ensure their products comply with these restrictions.

**4. All work must be original and designed by the maker/designer and be reflective of the work submitted in the application.**

**5. Makers are responsible for their own stall and work. There will be no access to the public outside of the opening times on the weekend of the market.**

**6. The stallholder cannot sublet their stall to a third party.**

**7. The stallholder must keep their stall open and staffed throughout the duration of the fair. It is expected that the selected stallholder should be present for most of the event.**

**8. Stallholders must make sure their work is not blocking any fire escapes or thoroughfares or encroaching on other stalls.**

**9. Stallholders must comply with the health, safety and fire regulations of Nottingham Contemporary.**

**10. Nottingham Contemporary accepts no responsibility for any loss, damage or injury to persons or property during the event unless caused by the negligence of Nottingham Contemporary and recoverable on that ground.**

**11. The stallholder's stall fee and any other payments owed by the stallholder to Nottingham Contemporary for attending the fair must be paid by the payment date stated on the email from Nottingham Contemporary confirming the stallholder has been selected for the fair. Failure to pay these monies by the payment date will result in the stall being reallocated.**

**12. Nottingham Contemporary shall be able to cancel or change the event if prevented by reason of force majeure or if on Nottingham Contemporary's own judgment the fair cannot proceed safely.**

- 13. Nottingham Contemporary takes no liability for loss of earnings if we close/cancel the event.**
- 14. Nottingham Contemporary reserve the right to photograph stallholders' stalls and exhibits for promotional purposes.**
- 15. Stallholders must hold a Public Liability Insurance for the period of the Fair.**
- 16. Stallholders selling food must provide copies of their food hygiene rating certificate. A minimum of three stars is required.**
- 17. Stallholders selling food for consumption on or off the premises must comply with all local and national laws and regulations regarding the production, labelling, display, storage and sale of produce and relevant trading standards legislation.**
- 18. Stallholders are responsible for displaying allergen information for their products.**
- 16. Stallholder may not sell alcohol for consumption at the event**
- 19. Stallholders selling alcohol must adopt the Challenge 25 policy and only accept a passport, photo driving license or ID cards bearing the PASS hologram as forms of identification.**
- 20. Stallholders selling alcohol must employ staff over the age of 18.**

#### **Cancellation policy**

- 1. If Nottingham Contemporary cancels the event the stallholder will receive a full refund of their stall fee.**
- 2. If a stallholder cancels their stall with 4 or more weeks' notice of the fair, the stallholder will be charged a cancellation fee of one third of their stall fee and refunded the remainder of their stall fee if payment has already been made.**
- 3. If a stallholder cancels their stall with 2 or more weeks' notice of the fair, the stallholder will be charged a cancellation fee of half of their stall fee. Nottingham Contemporary will only offer a refund of the remainder of the stallholder's stall fee if a replacement stallholder is found. Nottingham Contemporary will make reasonable efforts to find a replacement stallholder but cannot guarantee this.**
- 4. If any stallholder cancels their stall with less than 2 weeks' notice of the fair, Nottingham Contemporary will not offer a refund.**

**5. Nottingham Contemporary will consider the circumstances of the stallholder's request to cancel their stall when making decisions about the refunding of stall fees but reserves the right to refuse a refund under clauses 2 to 4 above.**