

Exhibitor Terms & Conditions thread... a festival of textiles, 2021

Thread, a festival of textiles will take place on Saturday 12 and Sunday 13 June 2021.

All Exhibitors must read and comply with the following Terms & Conditions:

General

- a. By completing the acceptance form Exhibitors are committing to exhibiting at the festival.
- b. Exhibitors must not sub-let their stand. Any sharing of stands is strictly prohibited. Any adjustments to stand set-up must be sought in advance from the organiser.
- c. Farnham Maltings reserves the right to refuse any aspect of an exhibition stand, which involves the damage of the fabric and structure of the building. Exhibitors will be liable for any damage caused to the venue.
- d. In the case where an Exhibitor's range of work falls into more than one category, then the organiser reserves the right to specify that only one part of the range is eligible for display at thread.
- e. The Central Courtyard is to be used for unloading and collection only and the fire exits are not to be blocked under any circumstances. After which any vehicles must be transferred to the Farnham Maltings car park at the front of the building which requires a pay and display ticket.
- f. Exhibitors will be responsible for the removal of all refuse, materials and other equipment relating to their store and will be liable for any additional clearance costs incurred by the Maltings.

Marketing & Publicity

- a. Farnham Maltings will undertake marketing and press for the festival.
- b. Exhibitors agree not to publically announce their exhibiting until a date agreed with the organisers.
- c. Exhibitors should give full co-operation to the publicity of the event, in attempting to achieve the best coverage and promotion of the event possible.
- d. Exhibitors will be available for all reasonable publicity requests i.e. but not limited to interviews & photo calls.
- e. Exhibitors will supply Photographs and 9 words describing their company for publicity at least 8 weeks prior to the festival to the organiser.
- f. Exhibitors should note that **fly posting is a criminal offence** and if enforcement action is taken against the Maltings, the Exhibitor in question will be joined as a party to the proceedings and the Maltings will seek full recovery of any fine and legal costs.

- g. Filming and photography will take place on the day for social media and reporting purposes. This will be carried out by Farnham Maltings appointed team. If an Exhibitor does not wish to be filmed then please notify the organiser in advance and appropriate measures will be taken.

Payment terms

- a. Full payment for the stand must be received by the date given on the invoice. Any part payment can *only* be made if negotiated and agreed with the organiser prior to acceptance of the space.
- b. In the event of late payment, interest shall be charged at 4% above bank base rate.
- c. Farnham Maltings reserves the right to withdraw any offer of space from the Exhibitor because of any monies owed.
- d. All payments are subject to VAT at the prevailing rate.

Liability

- a. Farnham Maltings cannot accept responsibility for any loss by, or damage to, or consequential loss by or damage to you or your employee(s) which occurs as a direct result of the event. The Exhibitors are responsible for all loss or damage to persons or property which occurs as a direct result of their area and agrees to indemnify the Maltings against any claims, demands, which may arise. Exhibitors are required to take out their own liability insurance.
- b. The organiser accepts no liability for loss or damage to the exhibitor's stock/work neither during the festival nor during set up or dismantling.
- c. Insurance is the responsibility of the exhibitor and they are expected to have insurance cover for all eventualities, including public liability up to £5 million.

Cancellation

- a. Both parties will endeavour to avoid cancellation of Thread but should either party consider cancellation necessary they will inform the other party at the earliest convenience.
- b. Exhibitors withdrawing from thread after accepting a stand space are liable to pay up to 50% of their stand fee.
- c. Exhibitors who cancel their stand within 90 days from the start of thread are liable to pay the full fee.
- d. In the event of Farnham Maltings cancelling the event before 90 days we will refund the Exhibitors stand fee in full, minus a 10% admin fee.
- e. Farnham Maltings does not accept liability for any failure to provide the contracted services for reasons which are due to circumstances beyond its control, including (but not limited to) force majeure, failure of gas, electricity or water supply, delays to the postal services, industrial action, failure of plant or equipment, which may cause the premises to be temporarily closed or the event interrupted or cancelled. The organisers shall have no liability to exhibitors for the refund of stand fees or loss of income resulting from such cancellation.

- f. Considering the COVID-19 pandemic, if thread must be cancelled due to a COVID-19 outbreak or updated guidelines, Farnham Maltings will refund the Exhibitors stand fee in full minus a 10% admin fee.
- g. The parties undertake to use all reasonable efforts in good faith to resolve any dispute that arises between them in connection with this agreement. If a dispute arises, a party may give the other party a notice of the dispute. The parties agree to attempt to resolve the dispute first by engaging in informal discussions. If the dispute cannot be resolved, the parties agree to refer the dispute to a mutually agreed mediator.

GDPR (General Data Protection Regulation)

- a. Each party will comply with all applicable requirements of the Data Protection Legislation in relation to personal data in connection with this agreement. ‘Data Protection Legislation’ means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) (the GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in England and any successor legislation to the GDPT or the Data Protection Act 1998.
- b. Farnham Maltings is committed to respecting and protecting the privacy of its Exhibitors and will comply with our GDPR policy. A copy of our privacy policy is available on the website: farnhammaltings.com/about/privacy-policy

Health & safety

- a. Farnham Maltings have undertaken a full risk assessment for thread. An additional full risk assessment has been undertaken for the building to comply with COVID-19 Secure policy (available on request).
- b. Farnham Maltings and Exhibitors will comply with government guidelines for COVID-19 and health and safety regulations, including any specific requirements of local authorities. Please refer to our COVID-19 Secure document for further information. Additional information for stall holders is set out in your Welcome Pack.
- c. Exhibitors will provide a risk assessment for their own stand and any appropriate activity.
- d. The Exhibitor shall notify a representative of Farnham Maltings immediately of any accident or injury which has taken place.
- e. Exhibitors will ensure that any electrical equipment used by the Exhibitor other than that belonging to the venue, is PAT-tested and conforms to industry safety standards. If it is deemed necessary by Farnham Maltings, or Farnham Maltings’s representative, to replace equipment provided by the Exhibitor which Farnham Maltings believe to be unsafe, the Exhibitor will be liable for any costs incurred therein.

Fire evacuation

- a. Exhibitors must familiarise themselves and adhere to fire and emergency evacuation procedures outlined in the Fire Evacuation 2021 document and any updates provided by venue staff. Fire exits, evacuation routes and equipment must always be kept clear.

- b. No naked flames are permitted within the building. This constitutes part of our premises license.
- c. No person other than a duly authorised representative of the Maltings shall extinguish the lights or otherwise interfere with the lighting.

Safeguarding

- a. Farnham Maltings takes its duty of care to all users of the building, very seriously in particular, to vulnerable adults and children. All hirers will abide by Farnham Malting's safeguarding policy (available on request). and ensure that all children/vulnerable adults are appropriately supervised in line with Health and Safety and legal requirements.
- b. Exhibitors/workshop leaders are required to ensure that they and anyone in a supervisory role working with vulnerable adults or children has an appropriate DBS certificate.
- c. The use of photography or filming/video recording equipment is strictly prohibited unless permission has been granted by both the subject/guardian and Farnham Maltings.

Accessibility

- a. Farnham Maltings is an equal opportunities organisation and aims to be as accessible and inclusive as possible. More information about specific provisions can be found on our website: farnhammaltings.com/venue/access/
- b. Users and visitors of Farnham Maltings will notify their contact at the Maltings of any access requirements or specific needs in advance of their visit.

Equal Opportunities

- a. Farnham Maltings is committed to equal opportunities. It is the responsibility of every Exhibitor to ensure their conduct conforms to the expected standards and reflects these policy statements. A copy of our Equal Opportunities policy is available on our website: farnhammaltings.com/about/employment-opportunities/
- b. Users and visitors of Farnham Maltings will respect and adhere to Farnham Maltings' values and should not at any point make any individual feel unwelcome due to protected characteristics.
- c. Farnham Maltings will not tolerate any form of discrimination. We value all peoples irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation. Any discrimination, physical, verbal, non-verbal or sexual harassment against participants (Exhibitors, Volunteers, Attendees and Guests) at any of our events and festivals is prohibited and violators may be removed and/or banned from future events.

Environmental Policy

- a. Farnham Maltings acknowledge the impact of its activities on the environment at a local, national and global level. It is committed to reducing its carbon emissions and monitoring and implementing best policies and practices. A copy of our environmental policy is available on the website: farnhammaltings.com/about/green-policy

- b. Users and visitors of Farnham Maltings must consider and minimise their environmental impact where possible, including adhering to on-site refuse and recycling regulations.