

# THE BRICKWORKS MUSEUM

Swanwick Lane, Swanwick, Southampton SO31 7HB

Exhibitor and Stallholder (**Exhibitor**)

## BOOKING FORM AND TERMS AND CONDITIONS FOR 2020

Name.....Telephone.....

Address.....

Postcode.....Email.....

Nature of Exhibit.....Number of Tables.....

Charges are £10 per table and as agreed in respect of other Exhibitors.

Please send cheques made payable to

Bursledon Brickworks Museum Trust (non- returnable).

There is no charge for **Exhibitors** who are demonstrating.

29<sup>th</sup> March – Craft Market & Car Rally

19<sup>th</sup> April – Spring Steam Up.

24<sup>th</sup> May – Steampunk Day.

28<sup>th</sup> June – Summer Fair & Fun Dog Show.

19<sup>th</sup> July – Trains Day.

23<sup>rd</sup> August – Classic & Vintage Vehicles.

27<sup>th</sup> September – Harvest Home & Teddy Bear’s Picnic.

25<sup>th</sup> October – Autumn Steam Up & Halloween.

29<sup>th</sup> November – Christmas at the Brickworks.

**I have read and understood the attached terms and conditions.**

**Please sign & return this page to enable your booking to be confirmed**

Signed.....

Dated.....

**Please tick this box if you consent to us keeping your Information for use by us for further mailings – we will not send your data to any third party.**



## TERMS AND CONDITIONS

For reasons of safety all **Exhibitors** will now use **Museum** Main Entrance, in Swanwick Lane, Swanwick, Southampton SO31 7HB. Please arrive between 9.00am and 10.30am, then drive down our road from the main entrance, to the yard and you will be advised where to unload and then park. Visitors come in from 11.00am until 4.00pm.

### Exhibitors Holding Stalls Within the Building

Each **Exhibitor** will be provided with a table measuring 6ft by 2ft 6ins approx. - this will constitute your footprint. Because **Museum** tables are now of a uniform size they take up more floor area than previously and regretfully we are unable to accommodate extra personal furniture or carousals, unless they are displayed on the table provided. In the past there have been complaints when **Exhibitors** have encroached upon their neighbour's footprint. We also have health and safety concerns and gangways between **Museum** tables should be kept clear at all times to facilitate easy emergency evacuation should this become necessary.

### The Yard and Outside Areas

For **Exhibitors** situated outside on our grassed or tarmac areas using their own equipment selling goods, the charge will be as agreed with the event organisers in advance. **Exhibitors** who are demonstrating a skill or craft and charitable organisations will not be charged.

### Responsible Person

The **Museum** has a minimum age limit for unaccompanied young people of 16 years old. As a consequence, please do not leave young people in charge of exhibits without adult supervision.

### Uneven Floors and Pathways

Please note that the **Museum** is an old industrial site with uneven floors and pathways throughout

### Setting up, Closing down, Loading and Unloading, Vehicle, Motorcycle and Heavy Machinery Movements:

**Exhibitors** must set up, close down, load and unload strictly within the specified times and guidelines given for each event. No vehicles to be moved while the museum is open to the public (normally from 11.00am to 4.00pm) and all vehicles must adhere to the site speed limit of 5mph.

Great care should be taken where there are pedestrians walking on **Museum** roads and pathways. Please also note that for Events displaying vehicles in **Museum** yard and roadway, that once the vehicle is parked, for safety reasons no vehicles should be moved or leave the site while the **Museum** is open to the public. Exceptions may be allowed on occasion. Giving visitors (whether they are family, or friends of visitors) rides is not allowed unless permission has first been agreed with the organisers of the event.

Before vacating the site, **Exhibitors** must remove all rubbish and anything reasonably necessary to leave the stall site in the same condition that it was before they set up for the day.

### **Operator's directions:**

**Exhibitors** must comply with all directions given to them by the **Museum**.

**Exhibitors** must treat **Museum** staff, other **Exhibitors** and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these terms and conditions. Such a breach is likely to result in that **Exhibitor** being required to leave the **Museum** site immediately and banned from trading at any future events.

Any direction given by the **Museum** regarding risk management or accident prevention must be complied with strictly and immediately.

### **Exhibitor's warranties and representations:**

The **Exhibitor** acknowledges and agrees that, by applying to hire a stall site, the **Exhibitor** makes the following warranties and representations:

That the statements made in this application are true, accurate and complete;

That the **Exhibitor** has read these regulations and agrees to be bound by their terms and conditions;

That the **Exhibitor** has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;

That the **Exhibitor** will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods.

That the **Exhibitor** has the necessary licences, practicing certificates or permission to sell the goods that they offer for sale.

### **Exclusion of the Museum's liability:**

The **Exhibitor** acknowledges and agrees that the **Museum** has not given any warranties or made any representations relating to the **Exhibitors'** occupation or use of a stall site at the **Museum** other than as are specifically set out in this agreement. This includes, but is not limited to, any warranties or representations relating to:

- The **Exhibitor's** likely sales or profits
- The benefits of the location of any particular stall
- The number of potential customers that are likely to visit the **Museum**
- The presence of other **Exhibitors** on the same day selling similar goods
- The services and facilities that are available to the **Exhibitor** other than as are expressly set out in the agreement
- The extent to which the **Museum** carried out marketing or advertising to attract customers to the **Museum**
- The suitability of the event for any particular purpose

### **Claims against the Museum:**

The **Exhibitor** acknowledges and agrees that they participate entirely at their own risk, including, but not limited to, personal injury to the **Exhibitor**, their employees or agents, or to other **Exhibitors** or to members of the public, loss of or damage to property belonging to the **Exhibitor** or any other person howsoever such injury

loss or damage may be caused and whether arising in the course of or occasioned by the **Exhibitor's** occupancy of any area allocated or in the course of or accessioned by the transit of goods or other property or persons to or from the **Museum** and the use of motor vehicles on the **Museum** grounds.

To the fullest extent permitted by the applicable law, the **Museum** excludes:

- All liability for loss, injury or damage to persons or property at the **Museum**.
- Any actual or alleged indirect loss or consequential loss howsoever arising suffered by the **Exhibitor**, or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect).

The **Exhibitor** shall defend, indemnify and hold the **Museum** harmless from and against all costs, claims, demands, proceedings, liability, losses, expenses or damage (including reasonable legal fees) whatsoever made against or incurred by the **Museum** related to, due to, or arising out of or in connection with.

- The occupation and use by the **Exhibitor** of the space allocated to them or to the erection, presence or dismantling or removal of any structures or fittings on any such space or the placing, storage or exhibiting thereon of any articles, goods or merchandise.
- Due to or arising out of any acts of negligence or default of the **Exhibitor** or any employee or agent of the **Exhibitor** or otherwise due to or arising out of the participation by the **Exhibitor** in the event
- A breach of these terms by the **Exhibitor**.
- Any claim brought against the **Museum** that the content supplied by the **Exhibitor** infringes, violates, or trespasses or constitutes the unauthorised use or misappropriation of any intellectual property of any third party.

The **Exhibitor** shall further make good any damage to premises or fixtures therein that may result from their participation in the event however caused whether by their act or the act of their employee or agent

Nothing in this agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

The Brickworks Museum Event Day Organisers thank you for your time in reading this document and your continuing support.

Please note statement in relation to General Data Protection Regulations:

The **Museum** keep your details only for the purpose of contacting you regarding future events. YOUR DATA WILL NOT BE PASSED TO THIRD PARTIES except as may be required by law