

GOLDSMITHS' FAIR

TERMS AND CONDITIONS

1. I apply for a stand at the forthcoming Goldsmiths' Fair 2022 and, if allocated a stand, I understand and accept that I shall be wholly and totally responsible for all and any goods, chattels and/or items including but not limited to jewellery, precious metals, precious and/or semi-precious gems whether forming part of any piece of work or not ("the Goods") and I fully understand and accept that The Goldsmiths' Company ("the Company") and/or any person in their employ or engaged by them are not liable for any loss of or any damage to such Goods.
2. Further and without prejudice to paragraph 1. above should I decide to leave any of the Goods at Goldsmiths' Hall in the custody or control of the Company or any person whom the Company engages, whether within the vault or not, I fully accept and understand that I shall be responsible for any loss or damage to the Goods and I warrant and confirm that I have made arrangements for adequate insurance to cover any such eventuality and agree that I am personally liable for the Goods at all times they are at Goldsmiths' Hall and neither the Company nor any person whom the Company engages shall be responsible for any loss and/or damage howsoever caused.
3. I understand and accept that no term or condition other than those which appear herein will apply and I have not relied upon any other representation by any party which may alter, undermine or vary these terms and conditions.
4. I agree to abide by the Rules and Regulations published by the Company and accept that in the event that any provision within these terms and conditions conflicts in any way with the Rules and Regulations these terms and conditions shall prevail.
5. I agree to my name, email address, Twitter/ Instagram /Facebook accounts (where applicable) and telephone number being published in the Goldsmiths' Fair catalogue and on the website and to the distribution of the catalogue by the Company.
6. I agree to provide a piece of recent work for the Company to photograph. I understand and accept that the Company may, at its sole discretion feature this photograph within catalogues, publicity material and the internet.
7. This exhibition is certified for the purposes of the Registered Designs Act 1949. Exhibitors seeking the protection afforded by Section 6 (2) of the Act should apply for registration of their designs within 6 months of the opening of the exhibition.
8. I understand and accept that only Goods designed and manufactured in the UK by me or my employees may be exhibited.
9. I understand and accept that all images supplied may, at the Company's sole discretion, be used for press and publicity purposes. I give copyright permission for these images to be used for press and marketing purposes in print and on the internet.

GOLDSMITHS' FAIR

RULES AND REGULATIONS

- 1) The following Rules and Regulations shall apply to all Exhibitors who have been granted the right to use a stand at the Goldsmiths' Fair pursuant to the application made by the Exhibitor.
- 2) The following definitions shall apply herein:
 - i. **Application Form** – The application form used to apply for a stand at the forthcoming Fair held within the Hall and on the Website;
 - ii. **Displayed Items** – The Exhibitors' jewellery and wares displayed at the Fair;
 - iii. **Exhibitor/s** – a successful applicant who has been granted permission for a stall to display and/or exhibit and sell the Displayed Items;
 - iv. **Fair** – The Goldsmiths' Fair to which the application and granting of permission to exhibit and display the Displayed Items applies;
 - v. **Goods** – all Displayed Items, materials, equipment and/or jewellery including but not limited to precious metals, stones and/or gems whether or not forming part of the displayed items;
 - vi. **Hall** – The Goldsmiths' Hall;
 - vii. **Website** – The Goldsmiths' Website <https://www.goldsmithsfair.co.uk/>.
- 3) Exhibitors whose application for a stand have been accepted are bound by the disclaimer set out within the Terms and Conditions of the Application Form, they have agreed to them when making the application, and must take all reasonable and necessary steps to ensure that the Goods taken into the Hall are insured against loss and/or damage whilst on the premises notwithstanding that such Goods or any part of them are placed within secure storage or within the vault that may be provided for the convenience of Exhibitors whilst the Fair is in operation. For the avoidance of any doubt The Goldsmiths' Company ("The Company") shall accept no liability for the loss or damage of any Goods or part of them that are brought into the Hall.
- 4) Goldsmiths' Fair is a gold, silver and precious metals event. The Displayed Items are to conform with the Hallmarking Act 1973 or any subsequent legislation in force from time to time and be of hallmarkable quality. All display tickets and descriptions must likewise conform with all relevant legislation. All descriptions of the Displayed Items must be accurate and not misleading. Representatives of the London Assay Office will be in attendance and will make inspections of the Displayed Items with a view to checking that the Displayed Items conform with hallmarking legislation and all relevant regulation. Trading Standards Officers may also be in attendance at the Exhibition to ensure and/or enforce compliance with all relevant statutory requirements. Any Exhibitor who offends the law, rule or regulation in respect of any Displayed Item will be asked to remove the offending item or be asked to remove all Goods and leave the Exhibition. In this event there will be no refund of the exhibition fee or part of it.
- 5) The Fair is intended to promote and support smaller workshops and is open to firms employing no more than six persons at the bench. Subject to the provisions herein all Displayed Items must be designed and made within the United Kingdom by the named Exhibitor or the Exhibitor's own staff. (In some cases, the selection committee may choose to include designers who outsource the making of their work.) No other Displayed Items may be displayed or exhibited. Displayed Items may be displayed or exhibited that have been subject to the specialist work of outworkers with specialist skills but only if the Exhibitor has declared this fact on the Application Form.
- 6) The Company may, at its sole discretion list, feature and/or display, the name of the Exhibitor within catalogues and/or publicity material and/or the Goldsmiths' Fair and Company website. The Exhibitor agrees to such listing and display and understand and agrees that the Company bears no responsibility for any error or omission in respect of the listing and/or publicity material.

GOLDSMITHS' FAIR

- 7) Exhibitors should take all necessary legal steps available to them to protect all and any design rights or interests they may have in the Displayed Items. The Company shall accept no liability of any act or omission by any third party whatsoever who may infringe and/or undermine any right the Exhibitor may have in the Displayed Items.
- 8) The Displayed Items should be available for over the counter, online and/or distance (telephone or mail) sales during the Exhibition. All Exhibitors shall reply to any enquiry received in relation to the Goods and/or the Displayed Items within 48 hours from receipt of such enquiry. The prices charged are to be reasonable and not subject to excessive discounts within the retail market. All Exhibitors are required to provide the Company with price lists in respect of the Displayed Items showing both retail and trade prices. Trade buyers are to be given at least 40% discount on retail prices. The Company shall be deemed to be a trade buyer at all times.
- 9) The Exhibitor is solely responsible for any duty or responsibility that may arise pursuant of any Health and Safety legislation or regulation in respect of the Goods and/or the Displayed Items. All Exhibitors shall comply with all relevant provisions of the Consumer Rights Act 2015 and the Consumer Contracts Regulations.
- 10) The Hall shall be open for setting up the stands and displays only from 11.00am to 6.00pm on the given setting up day, and for one hour each day before the Fair is open to the public. You must be at your stand ready for the Launch Night of your respective week at 6.30pm promptly.
- 11) The Exhibitor shall have and occupy only one stand. There will be no shared stands. No additions or modifications can be made by the Exhibitor to the stand. Each stand may only be manned by one representative of the Exhibitor and must be set up and manned at all times during the opening hours of the event.
- 12) The Exhibitor shall ensure at all times that the stand and the area around it is kept clean and tidy.
- 13) All display material and Displayed Items must be removed from the Hall by no later than 6pm on the last day of the Fair.
- 14) The Exhibitor must at all times wear and clearly display the official security pass which shall be provided to the Exhibitor at the beginning of the Fair. A maximum of two additional passes will be provided upon request for support staff of the Exhibitor. The person whose name appears on the pass is the only person who can wear and display the pass. The Exhibitor must provide one passport sized photograph of each person in respect of whom the security passes are to be issued no later than one month before the opening of the Fair. No passes shall be issued on the day or during the operation of the Fair. The Company reserves the right to close down any stall where the Exhibitor, his staff or representative fails to display a valid pass.
- 15) Exhibitors wishing to deposit their Goods or any part of them within the vault or such secure storage that may be offered by the Company may do so without charge but on the strict understanding that no liability whatsoever attaches to the Company or any of its employees or contractors for any loss or damage to any of the Goods deposited or left within the Hall whatsoever or howsoever caused.
- 16) Should an Exhibitor wish to take advantage of leaving their Goods or any part of them in the vault at Goldsmiths' Hall, they must secure the Goods within a box and clearly mark the Goods and box with the name and address of the Exhibitor.
- 17) At the end of the Fair all Exhibitors shall be required to provide information on a short questionnaire in respect of their respective sales during the course of the Fair.
- 18) After the Company receives the completed Application Form, the application will be reviewed by an independent panel within the Company. The Company will then offer successful Applicants a stand. Once the Applicant accepts an offer for a stand, they shall be bound to pay the deposit, to take the stand allocated, to occupy it at all times when the Fair is open to Visitors and otherwise comply with all the Exhibitor's obligations as laid out in the Rules & Regulations. Cancellation or withdrawal by the Exhibitor is only permitted if affected by written notice, which includes email, when the following percentages of the charges shall be payable, as a cancellation fee, including the non-refundable deposit, depending on the date of receipt of such cancellation notice:

GOLDSMITHS' FAIR

a)	Before final invoice due date (15 July 2022)	Deposit of £250 + VAT is fully refundable
b)	Between final invoice payment and 12 August 2022	deposit Non-refundable
c)	At any time after 17:00 on 12 August 2022	Withdrawal fee of 10% of total stand cost, plus non-refundable deposit
d)	In exceptional cases, the Company may allow the Exhibitor to withdraw from the contract.	Full refund inclusive of deposit

- If any cancellation or withdrawal occurs following 17:00 on 12 August 2022, or if the Exhibitor's stand is not completed by the deadline, or the Exhibitor fails to occupy its stand, a **withdrawal fee of 10% of the total stand cost, plus non-refundable deposit** is payable.
 - In exceptional cases, the Company may allow the Exhibitor to withdraw from the contract and have any payments and deposits returned to them. This remains at the discretion of the Company.
- 19) In the event of any contravention of any provision within these Rules and Regulations, The Company shall take such steps that it considers, in its sole discretion, necessary and appropriate in all of the circumstances. This may include steps being taken to exclude the Exhibitor from the exhibition without repayment of any fee having been paid or part thereof.
- 20) Every endeavour shall be made to ensure that the Fair runs smoothly and as advertised and scheduled. In the event that the Fair is cancelled or postponed for whatever reason the Company shall accept no responsibility or liability in respect of any loss that may be caused by such cancellation or postponement other than the return of any fee paid in respect of the Fair and for such period that it does not operate.
- 21) These Rules and Regulations and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with English Law. Any dispute or claim arising out of or in connection with these Rules and Regulations shall be determined by the Head of Events, whose decision shall be final and binding.
- 22) In the event that any court rules any part of the Rules and Regulations as unlawful, the offending part alone shall be deleted from these provisions only and any such ruling shall not affect or undermine the remaining provisions.
- 23) I can confirm that I have read the Terms and Conditions, Rules and Regulations, Application Information and Application Form as supplied to me.