

TERMS AND CONDITIONS OF THE RUBY COUNTRY MARKET FOR EXHIBITORS

1. Cancellation and Damages Exhibitors have no claim for damages of any kind, against Ruby Country Market in respect of any loss or damage, or for the refund of Fees paid to Ruby Country Market, as a consequence of the preventions, postponement or abandonment of the Ruby Country Market for any reason.

Ruby Country Market reserve the right to reallocate stalls or refuse bookings without giving reasons.

Ruby Country Market reserve the right to cancel any booking up to 30 days before the Fair and will refund any Fees paid less 10%. The 10% retention is to support administration costs. Exhibitors wishing to cancel their booking must do so in writing. There will be no refund of any Fees paid to Ruby Country Market by Exhibitors who cancel their booking less than 30 days before the Fair.

Any refunds made by Ruby Country Market under the terms above, shall be based solely on Fees previously received from the relevant Exhibitor. For the avoidance of doubt, Ruby Country Market shall not become liable to any consequential losses, including but not limited to opportunity costs or losses incurred by the Exhibitor.

2 Safety and Insurance Exhibitors must comply with legislation relating to Health, Safety, Hygiene. Food traders must be registered with a local authority.

Exhibitors are responsible for arranging their own Public Liability Insurance, Product Liability, Employers' Liability, Insurance and Cancellation Insurance to cover their costs associated with attending the Ruby Country Market.

It is not the responsibility of Ruby Country Market to ensure that the Exhibitor has a sufficient understanding of any liabilities upon the Exhibitor in relation to any applicable legislation; and any and all effort in this respect rests with the Exhibitor.

All Exhibitors must adhere to the requirements of the smoke free legislation.

Ruby Country Market are not responsible for the loss or damage, by whatever means, of the Exhibitor's property, Exhibit, goods, or personal effects.

Exhibitors are responsible for the safety of Exhibits and any and all machinery capable of causing injury; which must be properly safeguarded in accordance with the appropriate Health and Safety at Work Legislation.

Exhibitors are responsible for any and all damage or injury to persons or property occasioned by any of the Exhibits, or any act or omission by the Exhibitor or their servants, agents or contractors.

Exhibitors shall indemnify and hold harmless Ruby Country Market in respect of all liabilities, proceedings, damages, cost demands and expenses brought or made against or incurred by Ruby Country Market, in relation to or arising from any acts or omissions of the Exhibitor.

Exhibitors must comply any guidance provided by Ruby Country Market with regard to safety and must follow the instructions given by any and all Ruby Country Market representatives in this respect.

3. Accidents/First Aid Exhibitors must maintain some basic first aid provision and ensure that they record and report all accidents occurring as a result of their operations.

An approved medical provider will be in attendance at the Fair.

4. Electricity Electricity for exhibitors will be provided on request and at cost. Generators are not permitted. All electrical equipment over one year old must have a portable Appliance Certificate. Exhibitors must ensure that installations be safely disconnected and removed from the Building after the Ruby Country Market

5. Liquid Petroleum Gas (LPG) There are some areas where LPG may be used, if booked in advance. Exhibitors who use LPG must comply with all relevant legislation and guidance notes in respect of storage and use of containers they bring into the Ruby Country Market. Exhibitors must ensure that all Gas Appliances have been recently tested and examined by a competent person prior to use at the Ruby Country Market. Equipment must be labelled giving the date of the test and the name of the person carrying out the test.

Bottled Gas. All gas equipment must have current safety certification. Safety precautions regarding storage of bottled gas must be followed.

Exhibitors must ensure that no heating or cooking appliance is installed inside an Exhibit e.g tent or stand, which is not specifically laid out for that purpose.

6. Fire Precautions Exhibitors must ensure that smoking and naked flames inside Exhibits, e.g. marquees, is not permitted.

Exhibitors wishing to use heating or cooking appliances for any purposes must ensure that appliances are installed outside the Exhibit i.e. tent or stand at a safe distance from combustible material: heating appliances must be fixed securely on a firm, non-combustible, heat insulated base and surrounded on three sides by shields of similar material. Appliances should be at least one meter from combustible fabrics or other materials and appropriate actions must be taken to ensure that no combustible material can be blown against the heater.

Exhibitors must ensure that suitable and appropriate fire fighting equipment such as portable fire extinguishers should be provided where necessary and in accordance with any appropriate statutory legislation. Exhibitors are strongly advised to insure against fire, not only as regards their own property but also against third party claims.

7. Alcohol Sales, Soft Drinks. Intoxicating liquor may not be offered for sale without prior permission from Ruby Country Market. Please note that stands for the sale of alcohol are only available to producers ie. cider /wine or beer makers etc. Exhibitors must have a Personal Licence. Soft drinks made by the Exhibitor may be sold, but must be for consumption off site.

8: 'Hot Food Vendors' Stall holders who have not booked as **Hot Food Vendors** **must not** offer hot food for retail. Fast Hot Food may be sold in the Food Hall but only by those giving a demonstration which is pre-arranged with the organisers.

9. Food Hygiene Exhibitors must ensure that all Exhibits are compliant with current legislation relevant to food hygiene. Of particular importance is the storage of food at the correct temperature and the fitness of food offered to the Customers and any others at the Ruby Country Market. Exhibitors must ensure that catering units carry a copy of their Health and Safety certification.

10. Housekeeping Exhibitors are responsible for keeping the area in front of their stalls as well as the back of their allocated space tidy and free of rubbish. All rubbish must be put into the appropriate containers and taken home with you.