



### **Workshop Supplier Terms and Conditions**

These are the standard terms and conditions for Workshop Hosts at A Moment of You Limited (AMOY) Events, of 1 White Close, Horley Surrey RH6 8GE, and all work undertaken by AMOY shall be on these terms unless specifically varied in writing and agreed to by both parties prior to the event.

The Event for these purposes will take place on 12<sup>th</sup> September 2021.

### **Booking and Payment Terms**

- 1) A Moment of You Limited referred to as AMOY reserves the right to refuse an application without reason.
- 2) A signed copy of these terms and conditions (electronically signed is fine using the tick box on the web application form), together with your completed application form must be received before any application can be considered.
- 3) The workshop slot fee is £150 plus VAT per 1 hour slot.
- 4) All necessary certificates including Public Liability Insurance must be sent electronically to [hello@amomentofyou.com](mailto:hello@amomentofyou.com) within 7 days of your confirmed workshop. Failure to provide a copy of the Public Liability Certificate by this date may result in your workshop being revoked. If your workshop slot is revoked due to non-receipt of the Public Liability Insurance, AMOY reserves the right to:
  - a. cancel the booking without further notice and retain the full deposit.  
and/or
  - b. re-sell the workshop slot without further notice (any such re-sale does not oblige AMOY to refund any deposit paid).
- 5) Once a workshop slot is approved, a deposit for half the slot fee will be payable within 7 days (the deposit). Failure to make this payment may result in the offer being revoked.
- 6) Payment must be made in full at the latest by 18<sup>th</sup> July. In the event that full payment is not received prior to that date AMOY reserve the right to:
  - a. cancel the booking without further notice and retain the full deposit.  
and/or

- b. re-sell the workshop slot without further notice (any such re-sale does not oblige AMOY to refund any deposit paid).
- 7) In the event of bookings made less than 3 months prior to the event, payment in full must be made at the time of booking. No refunds will be possible on a late booking.
- 8) In the event of cancellation by the Workshop Host:
- a) On or before 11 June 2021, AMOY will refund the deposit less any administrative and marketing costs incurred.
  - b) After 11<sup>th</sup> June 2021 but prior to 1<sup>st</sup> August 2021, AMOY will refund the full workshop fee less any administrative and marketing costs incurred on the proviso that an alternative workshop can be organised to fill the workshop slot. If an alternative workshop cannot be organised, AMOY will refund 25% of the full amount.
    - i) Alternative workshop must be of similar ilk
    - ii) Alternative workshop must be agreed by AMOY
    - iii) Both AMOY and the Workshop Host should use their best endeavours to fill the workshop slot.
  - c) After 1<sup>st</sup> August 2021, if an alternative workshop as above, cannot be booked, you will be responsible for the full workshop slot fee.
- 9) Workshop Hosts are responsible for submitting all requested documentation to AMOY within 7 days of the confirmed booking. In the event that such paperwork has not been received by AMOY within that timeframe, AMOY reserve the right to cancel the booking and no refund will be due to the Workshop Host.
- 10) AMOY is providing the Workshop Slot to the Workshop Host. The Workshop Host is providing the workshop to attendees. AMOY takes no responsibility for the workshop content, materials or anything which happens during the workshop session.

### **Workshop Slot**

- 1) Workshop slots are available in one-hour increments. A Workshop Host can book multiple slots but there are no half slots available.
- 2) A workshop slot is £150 plus Vat per slot.
- 3) The workshop slot includes 8 trestle tables and 20 chairs in a private marquee. If more tables and/or chairs are required, these will be chargeable at £6.50 plus VAT per table and £2.00 plus VAT per chair.
- 4) The workshop slot will have a power supply. If more than one power supply is required, AMOY reserves the right to charge an additional fee.
- 5) AMOY will not be providing any wifi at the event. If wifi is required, the Workshop Host will need to source this.

- 6) The workshop slot will be available for 5 minutes prior to the start of the ticketed workshop time for set up ( e.g for a 11.30 slot, the marquee will be available at 11.25am for set up).
- 7) The workshop slot, unless booking multiple slots, must finish 45 minutes after the ticketed start time and attendees must make a timely exit. (i.e if the workshop starts at 11.30, the session must end by 12.15) therefore allowing a ten minute full covid clean.
- 8) Workshop Hosts are responsible for providing their own cleaning products, facilities and all materials needed for the workshop.
- 9) Workshop Hosts must submit to AMOY at least 7 days before the event, a completed risk assessment form.
- 10) Exhibitors are not permitted to display signage or promotional materials and/or trade outside of their set workshop slot unless agreed by AMOY and paid for in advance.

## **Tickets**

- 1) At the time of booking the Workshop Slot, Workshop Hosts will be required to confirm if they will to sell tickets for the workshop themselves or whether they wish AMOY to sell tickets.
- 2) Should Workshop Hosts sell tickets directly,
  - a. AMOY will still promote the workshop and direct potential purchasers to the Workshop Host's sale platform.
  - b. Workshop Hosts should keep AMOY updated with ticket sales.
  - c. Workshop Hosts should make ticket purchasers aware of AMOY's ticket terms and conditions which will be provided to Workshop Hosts.
- 3) Should AMOY sell tickets,
  - a. Tickets are sold on the basis that AMOY is acting as an agent on behalf of the Workshop Host.
  - b. Tickets will be marketed on their website at [www.amomentofyou.com](http://www.amomentofyou.com) and using their social media platforms.
  - c. The Workshop Host must notify AMOY of how many tickets are available and the price that should be charged for each ticket.
  - d. Each ticket will be subject to a £2.50 administrative fee which includes a paypal fee when a ticket is purchased.
  - e. AMOY will keep Workshop Hosts updated with ticket sales
  - f. Workshop Hosts should provide AMOY with any relevant terms and conditions for tickets when booking a Workshop Slot.
  - g. Workshop Hosts must ensure AMOY are provided with a comprehensive cancellation policy to pass onto ticket purchasers.

- h. AMOY cannot guarantee the sale of tickets for the slot and the Workshop Fee will still be payable regardless of how many tickets have been sold.
- i. Workshop Hosts should actively market the tickets across social media platforms and/or website if they have one.
- j. AMOY will transfer the full ticket price less the administrative charge within two working days of the Event.
- k. Workshop Hosts should notify AMOY prior to booking a Workshop Slot if they will require any of the ticket price in advance of the Event.

### **Insurance**

- 1) All Workshop Hosts are required to hold Public Liability Insurance.
- 2) All Workshop Hosts should forward a copy of their Public Liability Insurance Schedule which covers the date of the event to [hello@amomentofyou.com](mailto:hello@amomentofyou.com) within 7 days of the booking.

### **Cancellation**

- 1) AMOY reserve the right to cancel the Event if extreme weather conditions or other unforeseen circumstances beyond the organisers' control persist, (including, but not limited to, acts of terrorism). Should any such circumstances arise, prior to or during an event, AMOY shall be under no obligation to provide a refund; and AMOY will not be liable for any damages or losses incurred by a Workshop Host.
- 2) Should the event not proceed due to Coronavirus Restrictions, AMOY will reimburse all monies paid less any significant expenses AMOY may have already incurred. AMOY will not be liable for any losses or damages incurred by the Workshop Host.

### **Force Majeure**

AMOY shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and AMOY shall be entitled to a reasonable extension of its obligations.

### **General**

- 1) Any Workshop Host failing to comply with any of the following terms, at the discretion of AMOY, may be asked to leave the event. In such circumstances, no refund will be given and any losses incurred by the Workshop Host shall be the sole responsibility of the Workshop Host and AMOY will not be responsible in respect thereof. Such Workshop Hosts may (at the sole discretion of AMOY) not be permitted to trade or offer a workshop at future AMOY Events and AMOY will not be responsible for any losses incurred as a

result.

- a. Workshop Hosts must keep their workshop area (and the immediate area surrounding it) tidy and clear of all rubbish. Workshop Hosts must take their own rubbish home with them and/or deposit it in the on-site skip (arrangements will vary per event and Workshop Hosts will receive advance and on the day notification, specific to each event). Any Workshop Hosts who fail to adhere to these arrangements and/or leave their rubbish anywhere on site, other than as directed will be charged a £100 clean up fee.
  - b. Workshop Hosts must use any equipment they are provided with carefully. They must not damage or remove any equipment provided by AMOY. Workshop Hosts will be responsible for the cost of any equipment which is damaged, and AMOY reserves the right to request payment of such items.
  - c. Workshop Hosts must not attach anything to the walls or ceiling of the marquee or cause any damage to the marquee.
- 2) It is the responsibility of the Workshop Host to safeguard and secure their own property. All items left overnight are done so at the Workshop Host's own risk. AMOY do not accept any responsibility for theft, loss or damage, howsoever incurred.
  - 3) Parking in the car park is at the owner's risk.
  - 4) Please note, THE EVENT HAS A COMPLETE BAN ON SINGLE USE PLASTICS, you may be restricted from trading if you are unable to comply.
  - 5) Workshop Hosts must not cause any nuisance or take any actions which would bring themselves or AMOY into disrepute.

### **Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.