

## **TERMS AND CONDITIONS: Car Boot Sale and Stalls**

Rotary Club of Lymington Spectacular 2019 ('the Event')

Woodside Park Ridgeway Lane Lymington SO41 8FP ('the Event Site')

Exhibitor's Terms and Conditions

1. Any person selling items at the Event, his/her agents, employees and assistants, whether formally employed or not and including any volunteers ('the Seller'), by attending the Event, agrees to be bound by the following terms and conditions of The Rotary Club of Lymington ('the Organiser'), and to comply with the reasonable requests of the marshals appointed by the Organiser.
2. The Seller must have the legal right to sell, and must possess all legally required certification for any item which they bring to the Event ('the Sale Items') and ensure that any vehicle which he/she brings on to the Event Site has at least valid third party insurance, any relevant MOT (if applicable) and other legally required certification for the vehicle.
3. The Seller and the Sale Items are allowed on the Event Site at the Seller's own risk. The Seller is not covered by the insurance of the Organiser. **The Seller must arrange his/her own public liability and other insurance as the Seller thinks fit.** The Seller will indemnify the Organiser in respect of all risks, including but not limited to, fire, flooding, damage, theft of or accident to the Organiser's property, whatever the cause during the Event, during the setting up or dismantling of the Event or at any time the Seller or the Sale Items or other property is on the Event Site.
4. The Seller agrees to indemnify and hold The Organiser its members, agents and officials free from any claims that may be made by a person claiming that their loss or injury has been caused by the Seller or persons under his/her direction or by the Sale Items, whatever the cause, during the Event, during the setting up or dismantling of the Event or at any time the Seller or the Sale Items or other property is on the Event Site. .
5. The Seller is responsible for the Sale Items throughout the Event, during the setting up or dismantling of the Event or at any time the Seller or the Sale Items or other property is on the Event Site. .
6. The Seller must obey the instructions of marshals appointed by the Organiser and not inconvenience or endanger any persons or animals on the Event Site. The Seller must ensure that the Sale Items and any other property of the Seller remain within the boundaries of the pitch size laid down by the Organiser. In the event of non compliance with this requirement the Seller shall pay such additional fee for the pitch as the Organiser shall think fit.
7. All applications to attend the Event are accepted or rejected at the Organiser's sole discretion. Entry fees are non-refundable in the event of cancellation of the Show. The amount of the pitch fee and the size of the pitch are decided solely by the Organiser. The pitch fee is payable at the Organiser's discretion either prior to or on the day of the Event.
8. The Seller is responsible for clearing up any litter in the vicinity of their pitch and leaving their pitch in a clean and tidy condition
9. Nothing in these terms and conditions is to be taken as relieving or excusing the Seller from any legal duty or responsibility.