



ARTE, The Makers' Market Terms & Conditions Policy **Updated for 2020**

ARTE, The Makers' Market for the Artisans of the Emirates is based in Dubai, UAE and runs regular Design, Art, Fashion & Craft markets which feature original, unique and exclusive, locally handmade products.

ARTE, The Makers' Market is run by Miriam Walsh and a large team of specialists in their fields.

ARTE, The Makers' Market currently holds markets in Dubai at the following locations:

- Times Square Center (TSC)
- Mercato Mall
- Dubai Design District (D3)
- City Centre Me'aisem

The aim of each market is to provide a place where quality, unique handcrafted products can be found.

Vendor's Warranties and Representations

The vendors acknowledge and agree, by applying to hire a site¹, that they will follow the presented representations:

- That the vendors have carefully read the ARTE market regulations and agree to be bound by their terms and conditions.
- That the statements made in a vendor's online application system are true and accurate.
- That the vendors have handmade or handcrafted the goods that they offer for sale.
- That the vendors will not engage in any false information about the goods they are offering for sale.
- Vendors must confine their display to their allocated space. Signs and displays must be within this area.
- The site cannot be transferred, sublet, franchised or sold to any other person.

¹ A site means a craft table, art space, fashion space, rack, any additional space, etc.



- Vendors are responsible for keeping their site and surrounding area clean and tidy. All rubbish must be removed from the market area at the end of the market.
- Images submitted by vendors may be used for the promotion of the market.
- Vendors must supply all necessary documentation requested with the booking form, (social media details, pictures of their work and their workroom, as proof that they make their own product).
- Understanding that these regulations apply to all vendors. Strict compliance with them is a term and condition of the contract for the hire of a site at an event.

It is essential that all vendors cooperate and play their part in ensuring that ARTE, The Makers' Market is profitable, enjoyable and safe for everyone.

WHAT ARE WE LOOKING FOR?

Vendor's products will be selected only if they meet the following criteria:

- Locally made
- Original
- Unique and high-quality items made by the vendors themselves here in the UAE.
- A great network online on FB and IG.
- A fabulous display

Bookings, Payments and Cancellations

The payment is the confirmation of attendance, unless an email is issued by the organisers rejecting an application to register for an event. By making the payment, the vendor automatically agrees to the terms and conditions.

Vendors have to make advance payments in order to secure their place at the ARTE event. Vendors can do this in the following ways:

- Vendors can drop off their payment into the drop-box located in the Craftland store, on the first floor of the Town Center Mall on Jumeirah Beach Road in Jumeirah 1 or
- Vendors can drop their payment at the Artistique shop located in The Green Community in DIP.
- Vendors can make an advance payment at any of the ARTE markets or
- Vendors can transfer the payment in the bank account of ARTE
- Vendors can use the Zbooni app to make their payment into the RAKBANK account of ARTE.



- Vendors need to attach their payment to the booking form which is available either at an ARTE event, or at the drop-off locations or as a downloadable form from the website www.arte.ae
- This application process may take a few days because of the volume of requests that we receive. However, all those who email info@arte.ae will receive a reply.
- If you are unable to attend please do let us know at your earliest convenience. Untimely cancellations will incur an administration fee, please see below.

The Cancellation Policy

- Any changes to the booking can be made at no cost up to one week before the event.
- Any changes made within 7 days of the event incur a 100% loss of payment.
- Any vendors with whom a payment on the day is agreed in advance of the event, commits to making the full payment, honouring the above points.
- A cash refund is never made, but a payment can be re-assigned to another event date. Notification of the alternate event date needs to be given in writing within 3 months of the original event date and the alternate event must be within 6 months of the original event.

The Trading Hours

The monthly event timings and locales are given below:

- Times Square Center 10 am – 6 pm
- Mercato Mall 10 am – 10 pm
- Design District 10 am – 6 pm
- City Centre Me'aisem 9am – 8pm

Vendors are expected to trade for the full duration of any event. Any variation to these trading times (e.g. during the Holy Month of Ramadan) will be notified by the ARTE organizers and to the participating vendors prior to the event.



Site Use and Presentation

- Vendors must set up, close down, load and unload strictly within the specified times and guidelines given for each event.
- The vendor must have the set up ready 15 minutes before the official market hours, and all clutter must be removed out of sight. Any items that do not fit under the table must be taken back to the car.
- Vendors must operate strictly within the marked boundaries of the stall site that has been allocated to them and avoid occupying a neighboring vendor's space.
- Vendors must confine their display to their allocated space. Signs and displays must be within this area.
- The presentation of the site must be of a professional standard that is satisfactory to the ARTE market organizers.
- Vendors are not to bring any extra items that will not fit on the table unless the vendor has been allocated additional space, which the vendor has booked and paid for.
- The use of roll ups is not permitted at any of the ARTE locations.
- The bringing of metal wire racks is not permitted for safety reasons.
- Vendors cannot arrive late, or leave early (unless there is an emergency which is notified to the organizing team), as it is in breach with the contractual obligation which the organizers have with the respective mall' managements.

ARTE Organizer's Directions

- Vendors must comply with all directions given to them by the ARTE market organizers.
- Vendors must treat the staff of the ARTE market organizers, other stallholders and members of the public with courtesy and respect at all times.
- Any unacceptable behavior 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 regulations. Such a breach is likely to result in that vendor being required to leave the market immediately and being banned from trading at any future markets.
- Any direction given by the ARTE market organizers regarding risk management or accident prevention must be followed properly.



ARTE market organizers Dispute Resolution Determinations

The ARTE market organizers may make determinations to resolve any dispute that may arise including, but not limited to, disputes between vendors, disputes between vendors and customers or other members of the public. The ARTE market organizers' decision is final.

Exclusion of the ARTE market organizers' Liability

The vendors acknowledge and agree that the ARTE market organizers have not given any warranties or made any representations relating to the vendors occupation or use of a stall site at the ARTE market events other than as is specifically set out in these regulations.

The ARTE market is not promising:

- The vendors likely sales or profits.
- The benefits of the location of any particular stall site.
- The number of potential customers that are likely to visit the markets.
- The presence of other vendors on the same market day selling the same or similar goods or services or the location of their stall site.
- The services and facilities that are available to the vendors other than as are expressly set out in these regulations.
- The extent to which ARTE market organizers have carried out marketing or advertising to attract customers to the markets.

Licensing & Permits

Based on information received from the relevant authorities, it is ARTE's understanding that individual vendors are permitted to sell their handmade products at the ARTE markets. Their activities at the ARTE market are covered under the umbrella of the Event Permit for a Temporary Market, obtained by ARTE from the Dubai Tourist and Commerce Marketing (DTCM) and the Dubai Economic Department (DED).

However, the rules are constantly changing and being amended by the government to facilitate entrepreneurship and for SMEs doing business in the UAE and each vendor is responsible for ensuring the legality of their own market trading activities.



ARTE is responsible for providing a platform for its vendors to showcase handmade products which is approved by the host location, and legitimised by the government authorities. It is the responsibility of individual vendors to make the most of this opportunity.

Risk Management

The vendors acknowledge and agree that the ARTE market organizers are not liable for any claims arising from:

- Damage to the goods or other property of the vendors by a third party.
- Theft of goods or other property of the vendors.
- Injury, loss or damage suffered by any person at the market.
- The vendors acknowledge and agree that they must report to the ARTE market organizers any security problems.
- It is the responsibility of the vendors to ensure that they take care of their stall and displayed products.
- The ARTE market organisers will not be held accountable for any trademark, copyright or safety infringement by a particular vendor.
- The vendor acknowledges and agrees that there can be only limited exclusivity.

Health & Safety

Any vendor using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event. The events are located within and hosted by malls and the ARTE organizers will inform vendors that they must comply with the safety regulations of the mall, for example:

- Vendors who are selling candles, are not allowed to light them in the mall, because they risk the activation of fire alarms and sprinklers. Instead they can use a tablet or mobile with photographs of products, or use battery driven candle lights.
- Vendors who are selling perfumes, body-mists, etc. cannot spray these around carelessly. They can pose health and safety issues for the people with allergies or asthma, small children and babies. Instead they can use paper sticks with the aroma of the products.
- ARTE has vendors selling food products , and spraying perfumes, body mists and room sprays in the vicinity of food displays is a violation of UAE Health and Safety regulations.



Electricity & Electrical Equipment

- Electricity is not provided at the markets, and solely depends on the availability of power sockets at the location.
- Request for electricity usage must be applied for and is subject to approval and availability.
- Provision is limited to the number of power points allocated and amperage limits.
- Vendors are to ensure that all power leads and / or electrical appliances are used safely and that all their appliances are safe for use.
- All electric power cables provided by the vendor, or ARTE's management need to be secured to the ground with sticky tape, in order to secure a safe environment for all users of the location.
- Any sticky tape used to secure the electric wire cables needs to be completely removed after the event before departure, including all sticky residue.

Returns and Exchanges

Whilst ARTE, The Makers' Market does not offer exchanges or refunds regarding sold products, the vendor will bear all return costs where the return is due to the defects in the item, (where applicable).

Special Conditions

- For Food Product vendors – see the vendors document section on the ARTE website www.arte.ae.
- Bath & Beauty Products – see the vendors document section on the ARTE website www.arte.ae.