

# CONDITIONS OF EXHIBITING

1. The Organiser reserves the right to alter or add to these conditions as may be necessary for compliance with any laws, or with any directions given by the owner/lessor of the Venue, to comply with any Organiser policies and generally for the efficient running of CDF. The exhibitor agrees to be bound by these conditions and to any further terms and conditions and any amendments posted on the website [www.cdfielddays.co.nz](http://www.cdfielddays.co.nz) or communicated to the Exhibitor.

## Sites and Permitted Products

2. The Exhibitor acknowledges that the location and placement of all Sites (including the Site) within the Venue is at the sole discretion of the Organiser. The Exhibitor is not permitted to share a Site with any third party (including any other Exhibitor at CDF).
3. The Exhibitor may sell or distribute the Permitted Products from the Site at CDF. The Exhibitor is not permitted to sell or distribute any Permitted Products or any other products outside their Site at CDF.
4. No unauthorised "piggy-backing", sub-letting, assignment, on-selling or space farming is permitted at CDF.
5. Exhibitors who invite other firms to display or demonstrate at their Site must ensure that the firms concerned hold a contract with the Organiser and pay the sublet charge, or the original Exhibitor shall be liable to pay the sublet charge themselves.
6. No Exhibitor may display at their Site the name of any firm which is not an Exhibitor and has not paid the sublet fee. Equipment which is not represented by the manufacturer or a distributor may not be demonstrated or allowed onto another Exhibitors Site.
7. The Organiser may inspect the Site from time to time during CDF. The Organiser may instruct the Exhibitor to make changes regarding the operation of their Site, storing or receiving of Permitted Products, disposal of waste from the Site, Health and Safety Risks within the Site and/or any other matter relating to the Site. The Exhibitor must immediately comply with any instructions directed by the Organiser.
8. Exhibitors must comply with the Building Act 2004 (Act), including any regulations or amendments to the Act. Exhibitors who propose to erect a temporary structure (for example tents, marquees, and similar lightweight structures) with a floor area of 100 square metres or more on their Site are required to apply for, and obtain the necessary temporary building consent from the relevant local authority. Exhibitors must supply proof of approved consent to the Organiser before commencing building works, and must provide this to the Organiser upon request.
9. The Exhibitor warrants that:
  - a. it will operate the Site in a proper and professional manner and will ensure that the Site is properly staffed by competent representatives;
  - b. it will keep the Site properly maintained and cleaned, and keep passageways adjacent to its Site free from obstruction;
  - c. at all times its conduct will not bring discredit to CDF, the Organiser or cause any nuisance or disruption to CDF or The Organiser;
  - d. it and its workers/representatives will comply with all laws and regulations and policies (including, without limitation, the Health and Safety at Work Act 2015 (HSWA), HSWA Regulations, laws related to the preparation and distribution of food and beverage items) in connection with the operation of the Site and it will have all permits and licences required for it to operate the Site and sell or distribute the Permitted Products at CDF; and
  - e. it has the authority to enter into and perform its obligations under this Agreement and this Agreement constitutes its legal, valid and binding obligations enforceable in accordance with its terms.
10. The Exhibitor undertakes to have its Site ready and completed by such time as shall be notified by the Organiser to the Exhibitor.

## Demonstrations

11. Exhibitors who demonstrate on their own Site should do so in co-operation with neighbouring Exhibitors. This applies particularly to demonstrations that are noisy, use speakers or generally could interrupt promotions on other stands. Live machinery demonstrations of operating equipment must have H&S controls in place to segregate or isolate any risks from the public.

## Vehicles within the Venue

12. No vehicles other than those nominated as Permitted Products are permitted within the Venue during CDF visitor hours. Cars and vehicles parked on roadways during this period maybe removed at the Exhibitor's risk and expense.
13. Only vehicles (including Quads, side by sides) authorised by the Organiser can operate within the Venue during CDF.

## Fees and Payment

14. The Exhibitor shall be liable for payments as stipulated on the front of this Agreement at the times stipulated.
  15. The Exhibitor shall be liable for any taxes, duties, fees or charges which might now or at any time hereafter become liable in respect of this Agreement and the Exhibitor agrees to indemnify the Organiser in respect of such taxes, duties, fees or charges.
- ## No representation and limit of liability
16. The Exhibitor participates in CDF at its own risk and after undertaking its own due diligence regarding CDF.
  17. The Exhibitor acknowledges that The Organiser does not make any representation or give any warranty with respect to CDF, including as to the success or profitability for the Exhibitor in participating in CDF, the number or type of clientele that will visit CDF and/or the suitability of the Permitted Products for CDF.
  18. To the extent permitted by law, The Organiser excludes all warranties regarding the Site and/or CDF whatsoever.
  19. The Exhibitor further acknowledges that the location and placement of the Exhibitor's Site during CDF will be at the sole discretion of The Organiser.
  20. The Organiser's liability under this Agreement is limited to the Fees actually paid by the Exhibitor to the Organiser. In no circumstances will the Organiser be liable to the Exhibitor for any indirect, incidental, special and/or consequential losses or damages (including loss of profits or opportunity) arising directly or indirectly in connection with CDF.

## Termination or cancellation

21. Should the Exhibitor be unable or unwilling to perform its part of this Agreement or fail to comply with these conditions, or any of the Organiser's policies, or otherwise be in breach of this agreement, the Organiser may terminate this Agreement by giving notice in writing. The Exhibitor shall thereafter be prohibited from occupying its Site and shall immediately remove its exhibits from the Venue in accordance with the Organiser's directions. The Organiser may remove such exhibits and dispatch them to the Exhibitor's address stated on the front page of this Agreement. The Organiser's costs of such removal and dispatch shall become a debt due by the Exhibitor to the Organiser.
22. If an Exhibitor terminates this Agreement, or a Site booking, or if the Organiser terminates this agreement.
  - a. prior to 60 days before CDF, any refund shall be at the Organiser's discretion, notwithstanding that a portion may be retained to repay expenses/costs.
  - b. On or after 60 days out, the Organiser shall retain all monies received and reserves the right to pursue any further payments.
23. The Organiser reserves the right in its sole discretion to cancel or to postpone CDF (and the operation of this Agreement) by notice in writing.
24. The Exhibitor indemnifies the organiser against any claim for compensation, refund or damages or other action or demand, whether on the ground of loss of profits or otherwise, arising from such cancellation or postponement and acknowledges that in such circumstances the organiser shall be entitled to retain any money paid or to recover any money not paid by the Exhibitor in relation to this agreement.

## Risk and Insurance

25. All property of the Exhibitor is brought onto the Venue at the risk of the Exhibitor.
26. The Exhibitor will take out and maintain during CDF the following policies of insurance with a reputable insurer:
  - a. public and product liability insurance with cover for an amount not less than \$2 million for each occurrence and an excess of no more than \$5,000 per claim;
  - b. Ensure all workers have ACC workers' cover and for persons who are not eligible for ACC Workers cover, workers compensation insurance in respect of all employees and contractors of the Exhibitor as required by law.

27. The Exhibitor will provide The Organiser with evidence of its insurance policy at or before the time of the final payment required to be made by the Exhibitor under the Payment Terms or at any time at the request of the Organiser. The Exhibitor will ensure that the interests of The Organiser and CDF are noted on the public and product liability policy.

### **Indemnity**

28. The Exhibitor shall be responsible for, and shall indemnify the Organiser from and against liabilities, losses, damages, claims, costs and expenses incurred directly or indirectly in connection with:

- a. the Exhibitor's operation of the Site at CDF and/or participation in CDF;
- b. the sale and/or distribution (whether for payment or otherwise) of any Permitted Products or other products by the Exhibitor on the Site;
- c. any act or omission of the Exhibitor, its employees, agents and contractors;
- d. any breach of any Laws by the Exhibitor, its employees, agents and/or contractors; and
- e. any breach of this Agreement by the Exhibitor.

### **Removal of Site display**

29. The Exhibitor shall not remove or dismantle any part of its Site display prior to the official closing time of CDF.

30. All Sites are to be returned to original condition at the end of CDF.

31. The Exhibitor must make any necessary repair, eg: filling post holes, and to remove all gear, machinery, equipment, bark, marquees, structures and vehicles by 5.00 pm on the last day of the stipulated breakdown period. Any repairs not affected will be repaired by the Organiser and any such equipment or other items remaining within the Venue after this period will be removed by the Organiser and the costs passed on to the Exhibitor.

32. The Exhibitor agrees to pay any costs charged to the Organiser as a result of the Exhibitor's non-compliance with these conditions.

### **Prohibited Activities**

33. Exhibitors shall not conduct any raffle, competition, game or sell by auction, not first approved in writing by the Organiser.

34. The distribution of any form of promotional material, signs, placards or advertisements or other forms of marketing outside of the Exhibitor's Site boundary is prohibited without the permission of the Organiser.

35. The Exhibitor shall not without the prior written permission of the Organiser display any exhibit or product (including demonstration machinery) or attraction which does not in the opinion of the Organiser fall within the subject of CDF.

36. The Exhibitor shall not paint or otherwise mark or damage any panel, floors or walls of the inside sites, or the tarseal track. The Exhibitor shall be responsible for the cost of remedying any breach of this clause.

37. The Exhibitor shall ensure passes supplied for the exclusive use of its employees or agents are not used by unauthorised persons or otherwise misused. The Organiser may in its absolute discretion refuse any person admission to CDF.

### **Force majeure**

38. The Organiser will not be liable for any delay or failure to perform its obligations to the extent that such delay or failure results from a Force Majeure Event and while the Force Majeure Event continues. The Organiser will give the Exhibitor written notice as soon as reasonably possible containing details of the circumstances giving rise to the Force Majeure Event. The Exhibitor acknowledges and agrees that it will not be entitled to any reimbursement of any Fees or Equipment Fees paid where a Force Majeure Event disrupts CDF. The Organiser may in its absolute discretion refund in whole or in part, any payment made by the Exhibitor - or waive any payment the Exhibitor is liable to make under this agreement.

### **General**

39. The Organiser may accept or decline any application for exhibiting rights.

40. This agreement is the entire agreement and understanding between the Organiser and the Exhibitor and neither party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this agreement except as expressly provided herein or as subsequently agreed in writing and signed by a proper and duly

authorised representative of the party to be bound.

41. All notices to be served pursuant to the terms hereof shall be served in person, by mail to the other party's address or by email.

42. If one or more of the provisions of the Agreement shall be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect.

43. This Agreement shall be governed by and construed in accordance with the laws of New Zealand and the Parties shall submit to the non-exclusive jurisdiction of the New Zealand courts.

44. The Organiser may assign its rights and obligations under this agreement to any person without the consent of the Exhibitor.

45. Words in the singular number only shall include the plural and vice versa and words importing gender shall include the masculine feminine and neuter genders and words importing persons shall include firms and companies, corporations, partnerships and all other forms of organisation and trusts and references to a Party include that Party's personal representatives or successors and permitted assigns.

46. When two or more persons are parties to this agreement the terms and conditions herein contained shall bind them jointly and each of them separately.

### **Health and Safety**

47. Exhibitors must:

a. at all times comply with HSWA. Exhibitors are responsible for their safety and the safety of others who may be impacted by their activities on the Site and within the Venue.

b. complete the H&S survey, declaring all risks or hazards that will be introduced onto the site, to the Organiser's satisfaction provided by the Organiser prior to the Exhibitor being inducted onto the Venue and any works being undertaken on the Exhibitor's Site.

c. not introduce any feature including (but not limited to) interactive features, water based features, amusement rides, exhibits, tools, machinery or other display or interactive item onto their Site which has not received pre-approval from the Organiser.

d. operate the Site in compliance with all of the Organiser's policies, procedures and requirements, as advised by the Organiser at any time.

e. identify and manage all risks and hazards on their Site during CDF in accordance with the requirements of HSWA, approved codes of practice and the Organiser's policies.

f. examine their displays for hazards and take steps to eliminate, protect and mitigate against potential injury to the greatest extent practical. Exhibitors must ensure any displays or features of their Site that may create a hazard are isolated to prevent access or harm due to moving parts, noise, dust, sparks or debris by a physical barrier. A barrier must be positioned at such distance from the activity to further reduce and/or eliminate risk to any third party.

g. ensure all tent/marquee pegs must be covered with bags or shrubs, as must other dangerous spikes and other protruding objects.

h. ensure that persons under the age of 17 do not undertake work on the Site, during, before or after the CDF without prior approval by the Organiser.

i. notify the Organiser of all H&S incidents that occur on Site including notifiable events, injuries, work or incidents as soon as practicable and ensure that the scene of notifiable incidents, events or injuries is secured and not tampered with in accordance with HSWA.

j. where H&S issues are identified as part of an inspection, rectify the H&S issue without delay to the satisfaction of the Organiser. The Organiser reserves the right to close sites or activities if they pose a risk to members of the public. There will be no compensation provided to the Exhibitor where the Organiser closes a site as a result of this clause.

k. ensure all displays which contain water or chemicals deeper than 200mm are securely covered, shielded or fenced to prevent infants or young children from accessing them. Pools, or ponds or other containers containing water or other chemicals or liquids must have a secure cover or be fenced off to a height of 1200mm unless the sides of the receptacle are equal to or greater than 1200mm high, are vertical in nature and are constructed/placed so that they are more than 1200mm away from any other structure or thing which could be climbed or allow access. No steps or similar height reducing aid can be next to this object/thing thereby reducing this height. Any fences must have

a gap of 100mm or less between uprights.

- i. ensure all persons working on the Site undergo a H&S induction. Persons who do not complete the H&S induction may be removed from the Venue or trespassed from the venue at the discretion of the Organiser. Where a person has failed to comply with this section they will not be eligible for a refund irrespective of any other terms and conditions of this Agreement.
48. All electrical equipment must be tested and have a current tag. Power will not be supplied unless all equipment (including extension leads) is tested and tagged to the satisfaction of the Organiser. A breach of this clause will result in power being disconnected from the Exhibitors Site. Exhibitors must:
  - a. ensure all suppliers only supply items that are tagged and tested.
  - b. use Earth Leakage System to comply with AS/NZS:3002 Electrical Installations (Shows & Carnivals).
  - c. ensure that all persons are aware of marked underground cables and ensure these are avoided by all persons.
  - d. only use power leads labelled with the Exhibitors company name and site number.
  - e. not plug directly into lifeguards (big yellow boxes).
  - f. not undertake any electrical work on the Site or within the Venue.
  - g. ensure the installation of overhead cables external to any marquee or structure is approved by the Organisers contracted electrical supplier prior to installation.
  - h. ensure any cable which is suspended above the ground is marked with bunting.
49. Exhibitors with displays on the Site that allow members of the public to move or examine items, must ensure that items are ones that cannot cause injury, and if moved can be returned safely to the original position.
50. Displays or exhibits involving equipment that requires training or specialised knowledge to operate must only be operated by competent, trained persons, or in the case of demonstrator equipment. Exhibitors must ensure all risks associated with this activity have been disclosed to the Organiser prior to CDF and have written approval to operate them. Segregation and guarding of live equipment must comply with the AS/NZ standards and any approved codes of practice or Worksafe guidelines.
51. All hydraulic or pneumatic systems must have supporting systems or anti drop valves fitted to prevent them from falling should the systems lose pressure. Where machinery or equipment have supports or stays fitted or available, these too must be utilised and fitted when items are raised. All Hydraulic or pneumatic systems on display equipment must be isolated when not in operation, to prevent unintended use or discharge.
52. The Exhibitor must, prior to digging any holes or driving any objects into the ground, ensure that there are no underground power cables or water pipes that could be damaged or cause injury to the Exhibitor or their staff. The Exhibitor must have their proposed groundwork authorised by the Organiser, and in any case no such activity is to take place within 500mm of marked or known services. All damage caused by Exhibitors or their staff will be repaired at Exhibitor's expense.
53. Where the Exhibitor erects a marquee or building, the Exhibitor must have a current tagged fire extinguisher readily available on the Site.
54. Where an Exhibitor conducts hot works or cooking, the Exhibitor must have a current tagged fire extinguisher and fire blanket readily available on the Site.
55. The Exhibitor shall not take onto or cause to be taken onto the Venue any dangerous goods except in accordance with the prior written approval of the Organiser. The Exhibitor shall comply with all statutory requirements (including the Health and Safety at Work (Hazardous Substances) Regulations 2017 and the Hazardous Substances and New Organisms Act 1996) as to the safety and the handling of dangerous goods. The Organiser reserves the right to ban or prohibit certain dangerous goods or hazardous substances from the Venue. Where exhibitors have dangerous or hazardous goods on site, these must be in the correct container for the substance, be correctly labeled and a Safety Data sheet must be on site for the substance. Where signage is required for hazardous goods, these must be fitted and displayed.

#### **Air Space and Aerial Vehicles**

56. The flying of drones and unmanned aerial vehicles (UAVs) by exhibitors and/or contractors without the written authorisation of

the Organiser is prohibited. Such consent may or may not be granted at the Organiser's sole discretion.

57. The flying of balloons and blimps must conform with CAA guidelines, and the Exhibitor must have the Organiser's prior consent.

#### **Animals**

58. Exhibitors with animals must comply with MPI Animal Welfare Guidelines to ensure all livestock are treated in accordance with good animal welfare practices including adequate shelter, feed and water as required, provision of a rest area and limited time on display.
59. With the exception of guide dogs for the vision impaired, service dogs for medical or disability requirements and working dogs involved in official demonstrations, no dogs are permitted within the Venue.

#### **60. Defined Terms:**

**"CDF"** means the Central Districts Field Days event.

**"Exhibitor"** includes all employees and agents of any individual, partnership or company exhibiting.

**"H&S"** means Health and Safety.

**"HSWA"** means the Health and Safety at Work Act 2015.

**"Force Majeure"** means an event or occurrence which is beyond a party's reasonable control (including, without limitation, acts of God or the public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, war, embargoes, riot or civil disturbances, sabotage, expropriation, confiscation or requisitioning of facilities, the imposition of disabling exchange rate controls, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction); and which the affected party could not have reasonably foreseen or taken reasonable measures to prevent.

**"Organiser"** means **Stuff Limited** and includes related companies as defined in the Companies Act 1993.

**"Site"** means that area reserved by the Exhibitor within the Venue.

**"Venue"** means the location on which the Central Districts Field Days is held.