



2022 BOOKING CONTRACT.

Company Name _____	Trading Name _____
Postal Address _____	
Street Address _____	
Contact Person _____	Email _____
Tel No _____	Mob No _____

SITE HIRE
Deliverables _____
Site Price \$ _____ (Excluding GST)

1st instalment 15% within 7 days of signing this agreement
2nd Instalment 35% payable by the 30th of January 2022
3rd Instalment Balance payable by the 30th of February 2022

SPONSORSHIP

Sponsors responsibility	TES Responsibility
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Site Price \$ _____ (Excluding GST)

Please provide a description of products and services for listing on our website and official programme (25 words or less).

Name _____
Position in company _____
Signature _____
Date _____

In signing this application, we / I agree as guarantor to the terms and conditions printed on the reverse of this form as set out for exhibiting at The Easter Show.

Signed on behalf of TES _____
Position in company _____
Signature _____
Date _____

THE EASTER SHOW EXHIBITING TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. General

1.1 The Easter Show Ltd ("TES") is the event organiser ("the organiser"), shall be the sole judge of whether the items of the agreement have been adhered to in a proper manner. The decision of the organiser shall in all respects be final and conclusive. If, in the opinion of the organiser, a breach of these terms and conditions has taken place an exhibitor may be required to remove their exhibit within 6 hours of notice being given. In such a case all fees paid to TES shall be forfeited and all fees due will be immediately paid. Notwithstanding anything contained in this agreement, the application for space or any other document concerning TES, the organiser reserves the unrestricted right to make such rules or orders for the proper conduct of the exhibitors, as circumstances may warrant, either before or during the currency of the event.

2. Application/Payment for Display Site

2.1 All applications for display space should be made promptly on this form and returned to TES with a 15% site fee deposit including GST.

2.2 All payments are due within 7 days of invoice with any outstanding balances to be made in full no later than 30 September 2021

3. Covid-19

Should TES be cancelled due to Covid-19, TES will refund the exhibitor any rental paid.

4. Liability

4.1 If for any reason the exhibitor does not make any of the payments as specified on the due date, the organiser may, at its discretion, proceed to re-let the site without being liable to account to the exhibitor for any sum already paid or due from them without prejudice to the organisers other remedies.

4.2 TES shall be entitled to charge interest at the rate of 2% per month for every day that payments required of the exhibitor remain outstanding, calculated on the balance due, up until the date payment is made. The exhibitor will be responsible for all collection costs (including legal fees) of TES in the event payment is not made by the due date.

5. Co-operation

5.1 No exhibitor shall permit their exhibition space to be used in such a manner as to conflict with the purpose of TES or the rights of other exhibitors.

5.2 In the event of any dispute arising between exhibitors in relation to the exhibition such dispute shall be submitted to TES in writing for consideration and the decision of the organiser shall be accepted by all parties as final and conclusive in all respects.

6. Cancellation

6.1 Except as provided for in clause 3. In the event of TES being cancelled or terminated because of circumstances out of the organiser's control, the organiser at its discretion will refund to the exhibitor a fair proportion of any rental paid by the exhibitor.

6.2 If site(s) are cancelled by the exhibitor site fees paid to date will be forfeited. The exhibitor shall pay a cancellation fee equivalent to the balance of any site fees unpaid and shall not be entitled to a refund of any payments already made in the event the exhibitor cancels its site booking within 90 days prior to the date of TES

6.3 In the event the exhibitor does not attend and/or exhibit at TES, TES shall remain entitled to recover any unpaid site fees in full from the exhibitor and no refund of any amounts already paid by the exhibitor will be made.

7. Event closure

7.1 Exhibitors must not begin removing their exhibit until after closing time on the last day of TES, (5pm Sunday 10th of October 2021). All displays must be removed from the site by 11pm Sunday 10th of October 2021. Any property remaining on site after this time will be removed by TES at the exhibitor's expense.

8. Utility Service Charges

8.1 Light and power points on display sites can only be supplied by the organiser's appointed electrician at the exhibitor's expense.

8.2 (a) You must not bring or permit any electrical devices to be brought into the Venue unless You have provided Us with enough written evidence that such device has been inspected by a suitably qualified electrician or trained person and complies with applicable New Zealand standards.

(b) You must not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining Our prior written approval.

(c) You are liable for any costs or damages that arise from the use of electrical devices or any electrical installation or connection regardless of whether You have complied with Your obligation under subclause 8.2.

9. Theft, damage or loss

9.1 It is expressly stated that under no circumstances will the organiser bear any responsibility whatsoever for any loss damage or theft to any exhibitors stand or equipment caused by any or means whatsoever.

9.2 Exhibitors are required to provide supervision of their exhibition site during the whole time that TES is open to the public. It is required that all exhibits, fixtures, fittings, equipment etc shall be adequately insured against fire, theft, damage or loss from any cause during the time in which the articles are on the exhibition premises.

9.3 Exhibitors may not attach or fix anything to any part of the floors, walls, ceiling or any other part of the premises without prior written permission from TES. The exhibitor will indemnify the organiser against any damage caused through any such fixture or fitting, whether authorised or unauthorised.

9.4 The exhibitor shall further indemnify TES against any claims in relation to the entering of this agreement.

10. Advertising

10.1 Exhibitors shall have the full right to advertise within the confines of their own stand but the organiser reserves the right to prohibit inappropriate any such advertising material or equipment which obstructs aisles, interferes with or obstructs neighbouring stands or is in the opinion of the organiser a source of annoyance to others. No exhibitor or employee thereof may canvas other than from their own exhibition site.

11. Noise

11.1 If exhibitors intend to use amplifiers and loud speakers on their exhibition site prior written approval must be obtained from TES. The organiser reserves the right to withdraw such approval if use of such equipment proves to be disruptive to other exhibitors.

12. Legal requirements

12.1 Notwithstanding anything contained in any part of these terms and conditions, it shall be the express responsibility of each exhibitor to ensure that their exhibit complies in all respects with such legal and local government requirements as may be in force at the time of TES.

12.2 All exhibitors must comply with all provisions of the Health and Safety in at work Act 2015.

13. Competitions or contests

13.1 Any competitions or contests run by exhibitors must be free of charge to TES patrons. No raffles or fundraising shall be run without the organisers prior written consent.

14. Selling of food or beverages

14.1 Exhibitors are not permitted to distribute food or beverages from their exhibition site or anywhere else on the premises.

15. Amendments

15.1 The organiser reserves the rights to amend any part of the agreement by notice in writing to the exhibitor.

16. Consequential loss

16.1 TES shall not be liable for any consequential loss that the exhibitor may suffer as a result of participation in or any association with the show.

17. Application Acceptance

17.1 TES is under no obligation whatsoever to accept any application and reserves the right to decline any application at its own discretion.

18. Waiver

18.1 The exhibitor hereby waives and abandons any right to claim specific performance of any obligation of the organiser under this agreement.

19. Indemnity

19.1 The exhibitor indemnifies TES against all claims and for any losses arising as a consequence of any act or omission on the part of the exhibitor or the exhibitors agents, employees or assignees.

20. Guarantee

20.1 In consideration of TES accepting the exhibitors booking the Guarantor guarantees payment of all sums due by the exhibitor to TES and guarantees the performance by the exhibitor of the covenants contained in this agreement and indemnifies TES against any losses TES may suffer should the agreement be lawfully disclaimed or abandoned by a Liquidator, Receiver or other person.

The Guarantor covenants that they may be treated as the customer or principal debtor and TES shall be under no obligation to take proceedings against the exhibitor before taking action against the Guarantor.

21. Privacy

21.1 The exhibitor acknowledges that the organiser will pass on information about the exhibitor to stand contractors and/or promotional organisations prior to and after the event. The exhibitor shall on signing this contract inform the organiser if there is an objection to the transfer of information to third parties.