

## 2021 TERMS AND CONDITIONS

1. In these conditions "SIAFD" means South Island Agricultural Field Days, "Site" means the site on which the event is being held, "Exhibitor" includes all employees and agents of any individual, partnership or company exhibiting, "Organiser" means SIAFD Inc and "Guarantor" means the person identified as guarantor on the site applications.
2. 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 of the SIAFD site and generally for the efficient running of SIAFD. The Exhibitor agrees to be bound by these conditions and to any further terms and conditions and any amendments posted on the website [www.siafd.co.nz](http://www.siafd.co.nz).
3. The Exhibitor shall be liable for payment as stipulated on the front of this Agreement at the times stipulated.
4. The Organiser shall be responsible only for provision of the services specified on the front of this booking sheet and does not warrant to provide any other services whatsoever.
5. Allotment of space by the Organiser to the Exhibitor shall constitute a licence to exhibit and not a Tenancy. The Organiser may alter the size, shape or position of the floor plan and sites in such manner and at such times as the Organiser may deem to be in the best interests of SIAFD as a whole.
6. The Organiser shall be under no liability for the loss of or damage to Exhibitors or other property of the Exhibitor, or of its servants, agents, invitees or licensees howsoever such loss or damage may be caused, and whether or not caused in whole or in part by the negligence or other actions of the Organiser, its servants or agents. The Exhibitor is advised to take out all necessary insurance.
7. The Organiser shall have the sole right to disseminate photographs and other promotion material in respect to SIAFD. The Organiser may produce an official Catalogue of SIAFD listing exhibits and Exhibitors and accepts no responsibility for any omission, miss description or other error. The Organiser gives no warranty as to the type or extent of promotion of SIAFD nor as to the attendance numbers.
8. Should the Exhibitor be unable or unwilling to perform its part of this agreement or should it fail to comply with these conditions or otherwise be in breach of this agreement, the Organisers may terminate this agreement by giving notice in writing in which case the provisions of clause 9 shall apply. The Exhibitor shall thereafter be prohibited from occupying any site at SIAFD and shall immediately remove its exhibits from the SIAFD site in accordance to the Organisers directions; provided that the Organiser may remove such exhibits and dispatch them to the Exhibitors address stated on the front page of this agreement. The Organiser's costs for such removal and dispatch shall become a debt due by the Exhibitor to the Organiser. The provisions of clause 6 shall apply to any action taken by the Organisers under the clause.
9. If an Exhibitor should cancel the contract or terminate a site booking or should the Organisers terminate this agreement under clause 8:
  - i. Prior to 60 days prior to the SIAFD any refund shall be at the Organiser's discretion, notwithstanding that a portion may be retained to defray expenses/costs.
  - ii. On or after 60 days prior to the SIAFD the Organiser shall retain all monies received and reserves the right to pursue any further payments at the Organiser's discretion.
10. The Organiser reserves the right, if it considers it to be expedient or desirable to do so, to cancel or to postpone SIAFD and/or the operation of this Agreement by notice in writing (or orally in the case of emergency) in the event of any occurrence or happening which in the opinion of the Organiser justifies it in so doing.

The Exhibitor indemnifies the Organiser against any claim for compensation, refund or damages or other action or demand, whether on the grounds 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.
11. If the holding of SIAFD, or the supply of any services by the Organiser, is prevented, postponed or abandoned by reason of fire, storm, lighting, flooding, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident, or any cause not with (party or fully) the control of the Organiser, whether of the same kind or not, or should the SIAFD site become wholly or partially unavailable for the holding of SIAFD then the Organiser shall be at liberty on giving notice in writing (or orally in the case of emergency) to terminate this Agreement. Where the agreement is terminated under this clause, the Organiser shall not be liable in any way whatsoever for any expenditure or liability for loss, including consequential loss, incurred by the Exhibitor. However, 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.
12. All property of an Exhibitor is brought on to the SIAFD site at the risk of the Exhibitor and the Exhibitor hereby agrees to indemnify and hold indemnified the Organiser against any action, claim, any loss, damage or injury to such equipment however occurred.
13. 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 Exhibitors agrees to indemnify the Organiser in respect of such taxes, fees or charges.
14. Exhibitors not adhering to any terms, conditions or policies in this agreement shall indemnify the Organiser fully against any legal action taken against the Organiser as a result of the Exhibitor's breach.
15. The Exhibitor and their contractors and subcontractors shall strictly abide by their separate and conjoint responsibilities under the Health and Safety in Employment Act 1992 at all times whilst on site prior to, during and after SIAFD.
16. All Exhibitors shall examine their displays for hazards and take steps to eliminate, protect and mitigate against potential injury to the greatest extent practical.
17. The Exhibitor must comply with local bylaws, regulations and Acts of Parliament and other requirements which govern the erecting of structures, the display and/or sale of machinery, vehicles and/or other products or goods, or services of the Exhibitor including where relevant all Aviation Safety Regulations.
18. Exhibitors with displays which allow members of the public to move or examine items, must ensure that such items cannot cause injury, and if moved can be returned to the same safe situation or condition.
19. All tent/marquee pegs must be covered with bags or shrubs, as must all other spikes or protruding objects.
20. Exhibitors must, before 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 Exhibitors or their staff. All damage caused by Exhibitors or their staff will be repaired at the Exhibitors expense.
21. Exhibitors with a marquee or building must have adequate suitable fire extinguishers readily available on site.
22. Exhibitors shall not take on to or cause to be taken on to the SIAFD site any dangerous goods except in accordance with the prior written approval of the Organiser. The Exhibitor shall comply with all statutory requirements as to safety and the handling of dangerous goods.

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23. No unauthorised sub-licensing, subletting, on selling or space farming or sharing is permitted at SIAFD.
24. Exhibitors who invite other firms to display or demonstrate on their site must ensure that such other firms shall complete another contract with the Organiser, and pay the appropriate sublet charge failing which the original Exhibitor shall be liable to pay the sublet charge themselves.
25. No Exhibitor may display on their site the name of any firm which is not an Exhibitor and who has not paid the sublet fee.
26. Equipment which is not represented by the manufacturer or a distributor thereof may not be demonstrated or allowed on to another exhibition site.
27. All sites are to be returned to original conditions at the end of SIAFD.
28. The Exhibitor must make any necessary repair e.g. filling post holes, and must remove all gear, machinery, equipment, bark, marquees, structures and vehicles by 5.00pm on the last day of the stipulated breakdown period 14 days after the event. Any repairs not effected will be repaired by the Organisers and any such equipment or other items remaining on site after this period will be removed by the Organiser at the cost of the Exhibitor.
29. The Exhibitor agrees to pay any costs charged to the Organiser as a result of the Exhibitors non-compliance with these conditions.
30. If the Exhibitor does not exhibit for the full period of SIAFD (i.e. abandons the site without approval) the Organiser has the right to decline future applications from that Exhibitor.
31. The distribution of any form of promotional material, signs, placards or advertisements or other forms of marketing outside of the Exhibitors site boundary is prohibited without the permission of the Organiser.
32. The Organiser may accept or decline any application for exhibiting rights.
33. The Exhibitor shall not without the prior written permission of the Organiser display any exhibit or product (including demonstration machinery) which does not in the opinion of the Organiser fall within the subject of SIAFD.
34. The Exhibitor shall not paint or otherwise mark or damage any panel, floors or walls of interior sites. The Exhibitor shall be responsible for the cost of remedying any breach of this clause.
35. At all times during the opening hours of SIAFD Exhibitors shall:
  - i. Keep its display space open to view and properly staffed by competent representatives.
  - ii. Keep its display space properly maintained and cleaned.
  - iii. Conduct any business only from its display space.
  - iv. Keep passageways adjacent to its display space free from obstruction.
  - v. Not have any act which in the opinion of the Organiser may be discredit upon SIAFD.
36. The Exhibitor shall not remove or dismantle any part of its display prior to the official closing time of SIAFD.
37. The Exhibitors undertakes to have its display space and completed by such time as shall be notified by the Organiser to the Exhibitor
38. 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 SIAFD.
39. Exhibitors who demonstrate on their own site shall do so in co-operation with neighbouring Exhibitors. This applies particularly to demonstrations that are noisy, which use speakers or generally could interrupt promotions on other stands.
40. Exhibitors may have vehicles parked on their site. These vehicles must remain within the site boundary during visitor hours. No vehicle other than those approved by SIAFD may be parked or driven on SIAFD roadways during visitor's hours. Vehicles not complying with the above will be removed at the Exhibitors risk and expense.
41. The Organisers arrange night security commencing at 6pm on the Friday before to 8am the Monday after the event but shall not be held liable for loss or damage to the Exhibitors property whilst it is on SIAFD site.
42. Exhibitors should arrange personal and other insurance cover for their own property.
43. All Exhibitors must have public liability insurance cover. Proof of this cover shall be produced to the Organiser if requested. The Organiser will not be responsible for any public liability claim.
44. All Exhibitors are subject to a general lien in favour of the Organiser for all sums due from the Exhibitor to the Organiser hereunder.
45. This Agreement sets forth 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 part to be bound.
46. All notice to be served pursuant to the terms hereof shall be served personally or shall at the option of the party giving notice be sent by pre-paid post addressed to the other party at the address of the party mentioned on the face hereof and notice shall be deemed to have been given on the date of posting.
47. 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.
48. This Agreement shall be governed by and construed in accordance with the laws of New Zealand and the Parties shall submit to the exclusive jurisdiction of the New Zealand Courts.
49. The Organiser may assign its right and obligations under this Agreement to any person without the consent of the Exhibitor.
50. Words in the singular number only shall include the plural and vice versa and words importing gender shall include the masculine, feminine and neutral 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 assignees.
51. 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.
52. Dogs are not permitted at the SIAFD with the exception of guide dogs. Please leave your dogs at home.
53. The Guarantor hereby guarantees the performance of the Exhibitors obligations under this contract and is personally liable for all such obligations.
54. Equipment and leads must comply with NZ electrical regulations and carry current proof of testing. This is normally an electrical test tag.
55. The Organiser is not liable for any damage or injury caused by drones.
56. The Organiser reserves the right to charge interest on overdue accounts.
57. If erecting a marquee over 100m<sup>2</sup> or a structure (e.g. a pole shed), the Exhibitor must fill out the required form/s and pay all attaining consent fees.