

EXHIBITOR TERMS & CONDITIONS 2025 – This Document replaces all previous versions

1.0. DEFINITIONS

- 1.1. Throughout these Terms and Conditions,
 - a. Trade Exhibitor will be referred to as 'Exhibitor'
 - b. The Hawke's Bay A&P Society will be referred to as the 'Society'
 - c. The Hawke's Bay A&P Show will be referred to as the 'Show'

2.0. SITE APPLICATIONS

- 2.1. By submitting the Trade Application Form, you and your subletter (if applicable) agree to the Terms & Conditions for the Hawke's Bay A&P Show hosted by the Society.
- 2.2. All Exhibitors are eligible to apply for a trade zone from 1 May 2025.
- 2.3. The Society will endeavour to offer returning Exhibitors first right of renewal for the first option of the same or similar site if requested in booking before 1 June. In some instances, changes to layout may impact this. If this is the case, we will do our best to offer preferential site requests, but cannot guarantee this.
- 2.4. The Society may accept or decline any application. Any declined Exhibitor may enter the appeal process.
- 2.5. A non-refundable deposit of 30% of site fee must be paid at time of registration, applications will be assessed once deposit received and if declined by Hawke's Bay A&P Society, the deposit will be refunded, but for no other reason. The balance is to be paid by the due date to confirm the site.
- 2.6. Trade sites could be available until 1 October. The two deciding factors will be space availability and payment in full.
- 2.7. Food vendors selling from a stall/vehicle must have all current and valid safe food handlers and Council registration to operate and serve from their premises. All permits must be valid until 25 October in the year of Show. Permits must be sent to the Trade Coordinator before 1 August.

3.0. PAYMENT OF FEES

- 3.1. Both Existing and New Exhibitors are required to pay a non-refundable deposit of 30% of your total site fee at time of registration. The amount of payment will be established during the booking process. Site confirmation will not be issued until the deposit is fully paid.
- 3.2. The balance of invoices must be paid in full by due date.
- 3.3. If total fees are not received by due date the site may be offered for resale.
- 3.4. Trade site fees are subject to change and may differ from previous years.
- 3.5. Any Exhibitor not fully paid up will not be approved to set up and unless immediate payment is received, the Exhibitor may be asked to leave the event.

4.0. SITE ALLOCATION

- 4.1. Upon receiving your application, you will receive an acknowledgment.
- 4.2. Exhibition sites will be allocated in September if site is paid in full.
- 4.3. Site allocation for food vendors will be allocated by meter squared and location as determined by the Trade Coordinator. Preference can be indicated but the Trade Coordinator retains the right to allocate site locations at their discretion to achieve customer selection and best layout.

5.0. SHOW DAYS

- 5.1. The Show and timings are as per the prospectus.
- 5.2. The gates will open to the public at 9:00 am and close at 4.00 pm.
- 5.3. Exhibitors must have their stands fully operational during the advertised opening hours of the Show, 9:00 am to 4.00 pm. Personnel must be in attendance between 8.00 am to 4.15 pm during Show days.
- 5.4. All vehicles must be removed from site before 8.00am on all Show days.

6.0. EXHIBITOR ADMISSION

- 6.1. Admission of Exhibitors through gates on Show days requires an Exhibitor Pass for each individual needing access to the Showgrounds.
- 6.2. Exhibitor Entry Passes will be allocated after full payment of fees.
- 6.3. Exhibitor entry passes and vehicle passes will be included in the Trade Information Pack which will be available for collection from the Tomoana Showgrounds at the Information Kiosk on your pack-in day.
- 6.4. All vehicles must be off site and parked in car park by 8.00am on Show days, the pedestrian gate will be used after this time for exhibitors and any other restocking requirements. Until after 4.15pm.
- 6.5. You will receive 2 Exhibitor Passes per site purchased. Additional Exhibitor Passes may be purchased for \$5 per 2-Day Exhibitor Pass at time of registration or at the event. Payment is required before tickets are released.

7.0. EXHIBIT SET UP

- 7.1. All sites will be measured using the Society's measuring wheel. This measuring wheel will be the official measurement tool for all display sites.
- 7.2. The grounds will be marked out in the weeks prior to the Show and Exhibitors will be able to be set up specified pack in day/time or earlier by arrangement.
- 7.3. Formal security starts on specified pack in evening.
- 7.4. All displays must be set up by specified pack in deadline. Access to the Showgrounds after this time must be arranged with the Trade Coordinator by appointment only.
- 7.5. Exhibitors must keep all display equipment including promotional material and signs within their allocated site boundaries.
- 7.6. All tent pegs, etc. must be one (1) meter inside all roadways.
- 7.7. All Showgrounds services (power, water, and irrigation) are situated underground and will be marked out. Please contact the Trade Coordinator for more detail.
- 7.8. If an Exhibitor causes damage to underground services and has not checked the location of the services with the Trade Coordinator, or followed instructions, they will be liable for all costs to repair the damage. There are high voltage power cables underground so please communicate to your staff the danger and requirement to liaise with event staff.
- 7.9. Sites within the Exhibition Hall are partitioned; the cost of partitions is included in your site fee and will be set up prior to your arrival at the Showgrounds.
- 7.10. Excavations to trade sites may only be undertaken with permission granted by the Trade Coordinator.

8.0. GAZEBOS AND SELF-ERECTED STRUCTURES

- 8.1. All structures erected need to be secured to a standard that will withstand high winds. This is the site holders' own risk and responsibility. At any time should our staff deem that the structure is unsafe the Society retains the right to request the structure be dismantled by the stall holder immediately. This may cause disruption to trading. If the dismantling of a trading venue (gazebo) is required, the Society will not be responsible for providing an alternative venue unless the marquee is one provided by the Society.
- 8.2. A pre-show check may be conducted to ensure that all gazebos are secured with suitable sized pegs and guide ropes as necessary. If required (at the exhibitor's expense), expert advice will be sought, and recommendations will be enforced where public safety is identified as being potentially compromised.
- 8.3. Failure to ensure potential public safety may result in the exhibitor being asked to dismantle a structure even if there are no winds present at the time. Non-compliance may result in the exhibitor being asked to leave. In such a case no refund will be made.

9.0. EXHIBITS DURING THE SHOW

- 9.1. The Trade Coordinator, or other person appointed by the Society, has the power to enter an Exhibitor's site at any time and remove any article, sign, picture, or printed matter which in his/her opinion may cause offense to the public, or is not in keeping with the requirements of the Society.
- 9.2. The Showgrounds will be open from 7:00 am on each Show Day to restock exhibits. All sites must be operational by 8:30 am and all vehicles removed from site by 8:00 am.
- 9.3. The use of amplifiers or loudspeakers by Exhibitors is at the discretion of the Society's Approval.
- 9.4. Outdoor Exhibitors must take all steps to ensure their site is returned to its original condition within 1 (one) day following the closing of the Show. Failure to do so will result in the Exhibitor having to pay costs and/or a bond being placed on the Exhibitor for subsequent events.
- 9.5. Rubbish on Sites: standard recycling protocols have been adopted by the Show. Exhibitors are required to comply with recycling instructions at the event. Any Exhibitor leaving rubbish or items on sites will be liable for a fine of up to \$500 as well as the cost of removing the rubbish. Taking a photo of your site prior to departure is recommended.
- 9.6. Exhibitors cannot distribute any printed material for their company from any location on the Showgrounds except from within the boundaries of their own site unless prior permission is granted by the Trade Coordinator.
- 9.7. No animals (including dogs), except those entered in the A&P Show Competitions or guide dogs, will be allowed on the Showgrounds.
- 9.8. Where live cattle or deer form part of a trade display the Exhibitor is responsible for:
 - a. Ensuring all stock have completed all TB testing requirements and meet all biosecurity requirements.
 - b. Ensuring all stocks are identified in accordance with current NAIT legal requirements. For more information call 0800 624 843 or visit www.nait.co.nz
- 9.9. Any sheep included as part of a Trade Display must include a Brucellosis Certificate with their Trade Application Form.
- 9.10. Any alpacas/llamas included as part of a Trade Display must belong to a clear TB herd where whole herd testing is performed in accordance with the AANZ Voluntary TB Scheme and must include a TB certificate with their Trade Application Form.
- 9.11. All animals involved with the Trade show must be cared for within recommended guidelines for animal welfare and meet all biosecurity requirements. Please speak directly with the Trade Coordinator to discuss arrangements.
- 9.12. Couriers will not be able to access the Showgrounds during the Show dates. Alternative arrangements must be made for deliveries.
- 9.13. Damage caused to any feature marquee, Society or HDC property by an Exhibitor, or their display will be the responsibility of the Exhibitor. Exhibitors are to take due care in the setting up and dismantling of exhibits. If partitions are not returned in condition in which they were delivered, the Society has the right to charge the Exhibitor for the cost of repair or replacement.

10.0. ELECTRICITY

- 10.1. Power is not included in sites. It is the responsibility of Exhibitors to apply for power use to their site. All power requirements must be confirmed prior to 1 September. After this date, there is no guarantee that power will be made available.
- 10.2. Exhibitors that book power must supply their own outdoor extension lead up to 30 meters long with a current safety tag.
- 10.3. Power is not included in site fees. The cost of connecting power to your site is additional and will be charged on the invoice.
- 10.4. Power supply is standard 10 amp and 15 amp. Limited 3 phase may be available on request.
- 10.5. Exhibitors must display the power tag supplied by the electrician during tagging and testing.

10.6. All portable electrical equipment on site must have a current electrical test and tag, complying with NZS3760wiring regulations. All catering caravans (outside food sites) must have a current electrical WOF NZS3019.

10.7. Exhibitors using power must abide by the safety requirements. The Society retains the right to remove any appliance or lead not displaying the correct tag and any lead connecting to the Showgrounds power that is not paid in full.

11.0. INSURANCE AND SECURITY

11.1. Exhibitors are advised to arrange insurance cover for their own property.

11.2. Exhibitors are advised to arrange public liability insurance for their own property.

11.3. The Society will not be responsible for any claim against or by an Exhibitor.

11.4. Security is onsite from specified pack in evening.

11.5. The security headquarters are next to The Beehive, on Beehive Drive.

11.6. Exhibitors must take all reasonable measures to ensure the security of their own property whilst on the Tomoana Showgrounds.

11.7. The Society will take all reasonable care but will not be responsible for any losses or damage incurred at this event.

12.0. VEHICLES

12.1. Exhibitors will be given vehicle parking passes with the trade information pack. This does NOT allow parking on site during Show Days.

12.2. Exhibitors must display an Exhibitor vehicle parking pass (from your trade pack) to gain entry for pack in and pack out. Outside specified times (8:00am – 4:15pm), only pedestrian access through gate 2 will be permitted.

12.3. Vehicle parking passes allow Exhibitors to park in the designated Exhibitor carpark via Gate 1, off Kenilworth Road. All vehicles require a parking pass to enter.

12.4. Vehicle parking passes allow for sites to be restocked between 7:00 am – 8:00 am and 4:15 pm – 5:00 pm. All vehicles must be off site before 8.00am on Show days.

12.5. NO vehicles or trailers are permitted to remain inside the Show area during Show hours unless on the Exhibitors site as part of the overall display and have been approved by the Trade Coordinator. Failure to comply will result in the vehicle being towed at the owner's expense.

12.6. Ignition keys must be removed from all vehicles not actually in use within the display areas.

12.7. All vehicles must have their Exhibitor name displayed in the front windscreen.

12.8. Maximum vehicle speed on roads in the Showgrounds during the Show is 5 km/h. All roads within the Showgrounds are for pedestrian access. Vehicles must give way and drive with extreme caution, with hazard lights operating at all times.

12.9. Public safety is paramount – No unauthorized vehicles to be driven inside the perimeter fence between 8:00am and 4:15 pm during Show days.

13.0. HEALTH AND SAFETY

13.1. The Society is constantly reviewing its Health and Safety plan and reserves the right to change any terms relating to Health and Safety during the year. All exhibitors will be notified if the Society does so.

13.2. As an Exhibitor, you will be asked to acknowledge that it is the responsibility of yourself, your staff, and any appointed agents to take all necessary precautions to ensure the safety of the people and property within the allocated boundaries of the trade site allocated.

13.3. Exhibitors must follow the instructions of Show Officials and Marshals.

13.4. Exhibitors must comply with local body bylaws and requirements and Acts of Parliament (including OSH Act and its amendments), which govern the erection of structures, sale of liquor, the display and/or sale of machinery, vehicles and/or other products or goods of the Exhibitors and Aviation Safety Regulations.

13.5. Exhibitors are responsible for preparing and monitoring a Health and Safety audit of their site by identifying, isolating, or managing any potential hazards for staff, volunteers, contractors, and the public.

13.6. Exhibitors are responsible for briefing all staff and volunteers working on their site regarding the Health and Safety planning and monitoring of their site.

13.7. Exhibitors are required to have a suitable, approved fire extinguisher on their stand at all times if flammable materials are present.

13.8. Any Exhibitor using flammable liquids in their Exhibit must notify the Trade Coordinator and therefore seek approval in writing prior to the Show commencing.

13.9. All Exhibitors using a heating appliance or apparatus must provide an appropriate non-flammable separation area of at least two (2) meters wide between the public and the apparatus.

13.10. There is to be NO SMOKING within the Showgrounds.

13.11. No Exhibitor shall install or maintain any LPG container greater than 15kg without having a Certified Gas Fitters Certificate. All compressed gas cylinders must be secured against tipping and must have snap couplings.

13.12. Exhibitors must keep all equipment displays including promotional material and signs within their allocated site boundaries, one (1) meter inside roadways.

13.13. All tent and marquee pegs, dangerous spikes, protruding objects etc must be covered with sandbags or shrubs.

13.14. The Trade Coordinator reserves the right to order immediate removal from the Showgrounds of any Exhibit they consider dangerous, offensive, or unmanageable.

13.15. Exhibitors must ensure that they keep walkways clear, and no dangerous equipment or chemicals are accessible to the public.

13.16. Exhibitors must NOT remove exhibits from the Showgrounds until after 4.15pm on the last day of the Show. Vehicles must NOT be driven inside the exhibiting area between 8.00am and 4.15pm any day of the Show.

13.17. First aid is provided during the opening hours of the Show, located on the Trade side of the Main Oval. Please familiarise yourself with the Showgrounds site map. In the case of an emergency dial 111.

13.18. Accidents, near misses and hazards must be reported to the Trade Coordinator promptly.

13.19. Any Exhibitor providing their own marquee over 100 sqm or any structure over 100 sqm is required to have a building permit and arrange any relevant permits from Hastings District Council.

13.20. In any health and safety event, all exhibitors are to let First Aiders do their work without hinderance.

13.21. If any health and safety events do occur all details are to be kept confidential and no comments made for to media.

14.0. ALCOHOL AND CORPORATE HOSPITALITY SITES

14.1 The Showgrounds are an unlicensed venue. Exhibitors are NOT permitted to sell alcohol or restricted goods without written consent from the Society. This includes giveaways or hosting.

14.2. The Society reserves the right to restrict beer, RTD & cider sales to specific brands as determined by any signed sponsorship agreements.

15.0. FOOD AND FROZEN CONFECTIONERY

15.1. The sale of food or confectionary lines, other than from approved outlets, is prohibited.

15.2. If you are preparing and selling food at the Show you will require a Council Food Licence.

15.3. The Society reserves the right to restrict food vendors and exhibitors from selling or distributing any frozen confectionery/slushies/ice cream product in accordance with any signed sponsorship agreement. This includes NO HOT DOGS ON STICKS OR WITH STICKS REMOVED, CANDY FLOSS & POPCORN being sold or distributed at the Show.

16.0. RAFFLE TICKETS

16.1. Raffle tickets can be sold by Not-for-Profit organisations as long as it is done from their site and prior approval has been sought from the Society in writing.

17.0. ITEMS NOT PERMITTED FOR SALE

17.1. Silly String (plastic string sprayed from an aerosol can), water pistols or any type of similar water filled products, toy guns, flick knives, swords, sling shots, weapons, or illegal substances and inflatables such as hammers, bats and the like are banned for reasons of public safety.

18.0. ADVERTISING

18.1. Sponsorship opportunities exist for Exhibitors and can be negotiated by contacting the Trade Coordinator.

18.2. Advertising opportunities exist for Exhibitors and can be negotiated by contacting the Trade Coordinator.

18.3. Exhibitors may be contacted with information of any advertising opportunities for newspaper feature/supplements; contact for advertising will be made direct from the publication. This information may be distributed through a third party such as a media outlet.

19.0. USE OF EXHIBITOR INFORMATION

19.1. By completing a Trade Application Form the Exhibitor Agrees and the Society acknowledges that:

- a. Exhibitor information details can be shown as part of the Show information.
- b. Exhibitor details can be made available to the media for use in compiling the advertising supplements, for human interest stories, as well as for programme preparation and for the Society to use in promotional and educational material about the Show.
- c. Exhibitor and company details given to the Society on the Trade Application Form will be directly transferred and used as the company listing in the Trade Directory. Exhibitors should clearly indicate any information that is not for publication.

20.0. REMOVAL OF TRADE EXHIBITS

20.1. Dismantling of sites may take place after 4:15 pm on final day of the Show, once the Show is closed to visitors. Please note: final pack out day/time will be specified via email and is through, Gate 1 on Kenilworth Road is the only entrance and exit gate for security reasons.

20.2. All Exhibitors, displays and stock items must be completely removed from the Showgrounds no later than the specified day/time.

20.3. Any contamination or damage to sites caused by Exhibitors will be the responsibility of the Exhibitor to rectify. Exhibitors will be liable for all costs to repair the damage.

21.0. CANCELLATION

21.1. In the unlikely event that the NZ Government directs the Society to cancel the Show, all Exhibitors will be contacted immediately by the Trade Coordinator. The preferred contact will be via email and/or phone call.

21.2. The Society shall not be liable to the Exhibitor for any compensation whatsoever as a result of the cancellation of the Show.

21.3. Money refunded to Exhibitors as a result of cancellation will be at the discretion of the Society.

21.4. If the Show is cancelled by the Society, a refund will be given.

22.0. EXHIBITOR CANCELLATIONS

22.1. If an Exhibitor should cancel the contract or terminate a site booking:

- a. Prior to 1 June, the Exhibitor can apply for a refund of 50% of the site fee (excluding the non-refundable deposit which shall not be refunded in any circumstances). Any refund of the balance shall be at the absolute and sole discretion of the Society.
- b. Prior to 1 July, the Exhibitor can apply for a refund of 25% of the site fee (excluding the non-refundable deposit which shall not be refunded in any circumstances). Any refund of the balance shall be at the absolute and sole discretion of the Society.
- c. On or after 1 August, the Exhibitor will receive no refund of the site fee, and the Society shall retain all money received and seek all money owed in relation to the full value of this agreement.

22.2. The Society has the right to cancel this contract and to retain any money paid and seek all money owed in relation to this contract if the Exhibitor:

- a. Infringes any of the exhibiting conditions, and/or
- b. Does not occupy their site during the full period of the Show to which this contract applies, and/or
- c. Does not have their site staffed and fully operational from 8:30 am to 4:15 pm for the two (2) days of the Show.
- d. Does not have the necessary permits/licenses.

23.0. PANDEMIC RESPONSE

23.1. The Society is committed to;

- a. Best practice of good hygiene behaviour to prevent/minimise COVID-19
- b. Follow the most recent advice from the Ministry of Health

23.2. The Society expects Exhibitors to comply with the most recent advice from the Ministry of Health.

24.0. LIMITATION OF LIABILITY

24.1. To the greatest extent permissible by law, the Society excludes all liability the Society may have to you for any claim except where the Society has acted in bad faith. This exclusion also applies for the benefit of every officer, employee, contractor or agent of the Society and anyone else they use to perform duties or provide services.

25.0. DISPUTE RESOLUTION

25.1. In the event a dispute arises, both parties shall meet and endeavour to resolve such dispute by good faith negotiation within seven (7) working days of the dispute first arising.

25.2. If the parties are unable to resolve the dispute by negotiation, either party may refer the dispute to the determination of a single arbitrator appointed by the mutual agreement of the parties.

25.3. If the parties cannot agree on an arbitrator within three (3) working days of attempting to do so, either party may apply to the President for the time being of the New Zealand District Law Society to appoint an independent arbitrator. Both parties agree this appointment will be binding on them.

25.4. Any dispute referred to arbitration pursuant to a clause shall be determined in accordance with the provisions of the Arbitration Act 1996.

26.0. COMPLAINT PROCEDURE

26.1. Any formal complaint must be made in writing to the General Manager within five (5) working days of the issue arising. This will be acknowledged in writing by the General Manager.

27.0. GENERAL CONDITIONS

27.1. If the Society fails to enforce any terms or to exercise its rights under these terms of trade at any time, it has not waived those rights.

27.2. If any provision of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

27.3. The Society and its officers, employees, contractors, and agents may deliver notices to you by sending them to an email address that you have notified to us.

27.4. We may serve notices on you by post or by email or by personal delivery. These terms and conditions are governed by the laws of New Zealand.

28.0. FORCE MAJEURE

28.1. Neither party will be liable to the other party to the extent a Force Majeure Event prevents (or will prevent) a party (Affected Party) from performing or complying with any of its obligations under this Agreement. The Affected Party is required to notify the other party of the Force Majeure Event as soon as reasonably possible and take all reasonable steps to minimise any loss, damage or delay resulting from any Force Majeure Event.