GENERAL RULES & REGULATIONS

In these conditions, "Exhibition" means the exhibition designated in the official catalogue referred to in clause 20. "Exhibitor" includes all employees and agents of any individual, partnership, or company exhibiting. "Organiser" means Core Events, the organiser of the Waikato Food Show.

1. GENERAL

1.1. The WAIKATO FOOD SHOW acting through the appointed officer shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of the WAIKATO FOOD SHOW shall in all respects be final and conclusive. If, in the opinion of WAIKATO FOOD SHOW, a serious breach of these terms and conditions has taken place, an Exhibitor may be required to remove his/her exhibit within 24 hours of notice being given. In such a case all fees paid or due to the WAIKATO FOOD SHOW shall be forfeited. Notwithstanding anything contained in the Show Prospectus, the application for space, or any other document concerning the WAIKATO FOOD SHOW, the WAIKATO FOOD SHOW reserves the unrestricted right to make such rules or orders for the proper conduct of the exhibition, as circumstances may warrant, either before or during the currency of the exhibition.

1.2. **Payment Liability** - If for any reason the Exhibitor does not make any of the payments on the due date, the Organiser may at their option proceed to resell the site without being liable to account to the Exhibitor for any sum already paid or due from him/her and without prejudice to the Organiser. In the event of the exhibition being cancelled or terminated because of fire or earthquake.

1.3. **Cancellation –**

- If the holding of the Exhibition or the supply of any services by the Organiser is prevented, abandoned, postponed for any reason of Pandemic, Government restrictions, fire, national emergency, lightning, lock out, strikes, labour disputes, service being disrupted, civil disturbance, health concern, war, unavoidable accident, explosion or any cause not within the control of the Organiser, the Organiser shall not be under any liability or loss or damage for any costs, expenditure or any loss incurred by the Exhibitor, however the Organiser will refund to the Exhibitor a fair proportion of any site fee paid by the Exhibitor as negotiated . The Organiser will discuss with the Exhibitors what dates will be best to have a similar show depending on availability dates at Claudelands Events Centre or any other venue that would be suitable to have the Show within the next 12 (twelve) months or waive any future liability under this agreement. The Organiser will choose the final dates for the exhibition after the discussion with the Exhibitors.
- If a site booking is cancelled by the Exhibitor more than 30 days prior to the event, they will forfeit their non-refundable deposit of $250.00 + GST. Cancellation of site bookings within 30 days prior to the event will be liable to pay the full cost of the original booking.

1.4. **Event Closure** - All displays must remain on site for the duration of the Show, that is, until the advertised Show closing time. This rule will be rigidly enforced. During post Show pack down, security remains the responsibility of the Exhibitor.

1.5. **Utility Service Charges**: The Show Electrician can only supply extra light and power points on display sites. An application must be submitted and at the service, will be provided at the Exhibitor's expense directly to the contractor.

1.6. **Contractors** - All Exhibitors shall only use the official contractor appointed by the Organiser for electrical and lighting installation for design and build space options. Use the official contractor or email us details of who you are going to use. Approval in writing from us is required if you are using another contractor. The contractor needs to be approved by the Claudelands Events Centre.

1.7. Exhibitors are advised to fully ensure all exhibits during the period of the exhibition against theft, loss or damage to exhibits or any articles belonging to the Exhibitors. All materials used by Exhibitors in the stand and exhibition construction, must be properly fire proofed.

1.8. **Advertising** - Exhibitors shall have the full right to advertise within the confines of their own stand but the WAIKATO FOOD SHOW reserves the right to prohibit any such advertising material or equipment which obstructs aisles, interferes with, or obstructs neighbouring stands or is, in the opinion of the WAIKATO FOOD SHOW, a source of annoyance to others. No Exhibitor, or employee thereof, may canvas other than from their own stand.

1.9. **Theft, Damage or Loss** - It is expressly stated that under no circumstances will the WAIKATO FOOD SHOW accept any responsibility whatsoever for any loss, damage or theft to any Exhibitors' stand or equipment by any cause or means whatsoever. Exhibitors are required to provide supervision during the whole time that the exhibition is open to the public. It is requested that all exhibits, fixtures, fittings, equipment etc shall be adequately insured against fire, theft, damage, and loss from any cause, during the time in which the articles are on the exhibition premises. The Exhibitor shall further indemnify the WAIKATO FOOD SHOW against any claims whatsoever in relation to his allocation space and the actions and conduct of employees.

1.10. **Security** - The WAIKATO FOOD SHOW has security in the exhibition halls and grounds for the duration of the show. Exhibitors are not permitted on site until one hour prior to the Show opening to the general public,

other than food vendors who must make prior arrangements.

1.11. **Liability** – WAIKATO FOOD SHOW is not liable for any consequential, business interruption, indirect or other loss. WAIKATO FOOD SHOW shall not be liable to refund any fees paid or pay damages to any applicants because of any grievance relating to the event raised by an applicant.

1.12. **Late Payment Penalties** – Interest may be charged on any amount owing after the due date at a rate of 2% per month or part month. The customer shall be liable for any late payment and/or collection costs incurred.

2. ELIGIBILITY FOR THE CONDITIONS OF PARTICIPATION

2.1. All applications for display sites should be made promptly on the enclosed form or via our website and returned to Core Events with a non-refundable $250.00 + GST deposit. Payment of the deposit is to be made within seven days of the invoice being sent out to secure the display site. The WAIKATO FOOD SHOW reserves the right to allocate sites but where possible will endeavor to meet applicant's request. Allocation will be made by WAIKATO FOOD SHOW appointed officer who will give due regard to the order in which applications are made. A high standard of display is required.

2.2. The Organiser reserves the right to remove any person, Exhibitor, or visitor for a good cause.

2.3. The Organiser reserves the right to allocate sites or change locations as they deem fit for the success of the Show. The layout of the Exhibition Hall and site sizes and shapes may be modified, and site numbers may be changed for convenience in locating. Exhibitors will be informed of such changes and given ample time before the Show.

2.4. To avoid damage; no items are to be attached, pinned, stapled, or adhered to any door, wall or window or other parts of the building. The Organiser and Venue Authority must approve the hanging of banners. Smoke machines, special balloon effects and /or pyrotechnics cannot be operated without prior written consent from the Organiser and Venue Authority, due to the effect this may have on the smoke detectors. Should the Fire Brigade respond to an alarm caused by unauthorised usage of special effects, the Exhibitor, his servants and or agents will be liable for any charges incurred by Organiser and Venue Authority.

3. INDEMNITY, INSURANCE AND LIEN

3.1. All stands and exhibits are at the risk of the Exhibitors and the Organisers shall not in any way be responsible for any loss or damage. It is a requirement that Exhibitors have Public Liability Insurance Certificate (minimum of two-million-dollar cover). The Exhibitor is required to provide a copy of the certificate before they begin to setup their site. If they choose not to have Public Liability Insurance, for the duration of the Show, then they will need to sign an insurance waiver before setting up your site.

3.2. The Exhibitor is responsible to take out all the necessary insurance covers including personal and public liability. The Exhibitor undertakes to fully indemnify and at all times to keep indemnified in full the Organiser and/or Venue Authority, its officers, affiliates, servants, agents, staff, representatives, officers, contractors, sub-contractors, volunteers and all its employees, visitors against all losses, liabilities, claims, damages and expenses whatsoever which they may suffer or incur howsoever caused and arising.

3.3. The Exhibitor acknowledges and agrees that the Organiser and/or Venue Authority shall not be responsible for any failure to telecommunications or other electronic communications at the exhibition venue, which is beyond the Organisers and/or Venue Authority's control.

3.4. The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

4. HEALH & SAFETY

4.1. In accordance with the Building Act 1991, Health and Safety in Employment Act 1992; Exhibitors, contractors, subcontractors undertake at all times need to comply with and indemnify the Organiser/Venue Authority for any cost, claims or liabilities arising as a result of the Exhibitor's actions or inactions or its failure to comply with Local Authority or Government regulations relating to the Exhibitor's site/stand or the exhibition venue.

4.2. The Full Health and Safety document must be read and signed.

5. COMPLIANCE SECTION

5.1. **Power Cables** - Electrical wiring must comply with AS/NZS 3002:2008 Electrical Installations – Shows and Carnivals. Any equipment, which will be plugged into venue power, must carry a current "Test & Tag" label.

5.2. **Legal Requirements** - 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 the exhibition. All Exhibitors must comply with all provisions of the Health and Safety at Work Act 2015.

5.3. **Fire Retardant Materials** - In compliance with the NZ Building Code (C3/ASI Table 4) Exhibitors are informed that curtains, drapes or backdrops are to be restricted to Fire Retardant Materials with a flammability index not greater than 12. Further information may be obtained from the Building Inspections Department, Hamilton City Council.

5.4. **Fire Extinguishers -** Any Exhibitor cooking food on site shall provide at least one dry powder extinguisher of a minimum 2kg capacity per 200m² of floor area. Each extinguisher shall be mounted near an exit way with extinguishers clearly marked with approved signage and be visible within their stand.

6. FOOD AND LIQUOR SITE HOLDERS

6.1. The Exhibitor is responsible for complying with all the health and hygiene regulations under various related Acts of Parliament and Hamilton City Council Authority laws.

6.2. All Exhibitors selling food, beverages or alcohol or doing sampling are required to be licensed. A certificate is required for you to exhibit at the Great NZ Food Show. Exhibitors to provide details for products for sale, activities at site e.g., food storage, preparation, cooking, stall set up and licenses already in place e.g. Council

food premises licence details or NZFSA exemption registration details. Check out, if your site is exempt from requirement to hold a food stall licence for this event. Consent on this matter should e obtained from the Hamilton City Council.

6.3. Please apply for a special liquor license 8 weeks (2 months) in advance.

6.4. If an Exhibitor who is involved in the food sector, does not have the necessary certificates that Hamilton City Council needs, then the Exhibitor will not be allowed by the Hamilton City Council to exhibit, and all monies paid will be forfeited.

6.5. If any Exhibitor wishes to offer alcoholic sampling and or hold bottle sales for consumption off the premises, then a Special Licence will have to be applied for and issued. A requirement for the Special License is that a holder of a Manager's Certificate will need to be nominated and be present and be on duty for the Duration of the Show. A Manager's Certificate needs to be accompanied with your application for "Special License Certificate".

6.6. Contact the Organiser well in advance to arrange for the "Owner's Consent Written Authorisation" with the Venue Authority – Organiser and Venue Authority and this is required by Hamilton City Council.

7. CODE OF CONDUCT

Accordingly, Exhibitors doing business are expected to have a high standard of ethics and behavior at the Show. While most staff of exhibiting companies behave honorably, there is an unethical minority who can cause anguish for others. t his includes misleading representations, conflicts of interest and misuse of information.

7.1. The sales process whilst competitive, should not impact on the brands and integrity of others.

7.2. As a general rule, "Sales representations should be made based on the intrinsic value of your OWN product: not on the goods or reputation of others.

7.3. Exhibitors, they're appointed agents and representatives need to comply with all areas of the terms and conditions set down by the Great NZ Food Show.

7.4. Where is comes to our attention that unfair or damaging information is being used to assist the sale process, we will take all steps to identify the staff and company involved. When identified, a verbal warning and written notice will be issued. Should the offender continue, and then a notice of eviction will be issued. T here will be no recourse and no correspondence will be entered into.

8. GOVERNING LAW

8.1. This Terms & Conditions Contract for Exhibitors shall be governed by and construed in all respects in accordance with the laws of New Zealand and the Exhibit/Stall Holder irrevocably submits to the exclusive jurisdiction of the New Zealand Courts.

This Terms and Conditions Contract for Exhibitors is supplemental to the Exhibitors Application form. By signing the Exhibitors Application Form, the exhibitors agrees to abide by and to be bound by all the terms and conditions hereby stated.

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