

FENCING CONTRACTORS ASSOCIATION NZ

NATIONAL FENCING FIELD DAY

2 AUGUST 2023, STRATFORD A&P SHOWGROUNDS

GENERAL TERMS AND CONDITIONS

1. 'National Fencing Field Day' means the Fencing Contractors Association NZ event to be held on 2 August 2023 as part of the Fencing Contractors Association NZ Annual Conference and AGM.
2. 'Site' means the venue at which the National Fencing Field Day is being held (Stratford Showgrounds).
3. 'Exhibitor' includes all employees and agents of any individual, partnership or company exhibiting.
4. 'Exhibition Site' means the individual site within the Stratford Showgrounds allocated to an Exhibitor
5. 'Organiser' means Fencing Contractors Association NZ ('FCANZ').
6. 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 Site and generally for the efficient running of the Fencing Trade & Best Practice Day. The Exhibitor agrees to be bound by these conditions and to any further terms and conditions as deemed necessary by the Organiser.
7. The Exhibitor shall be liable for payment by 30th June 2023.
8. The Organiser shall be responsible only for provision of the services specified on the booking sheet, and does not warrant providing any other services whatsoever.
9. Allotment of space by the Organiser to the Exhibitor shall constitute a license to exhibit and not a tenancy. The Organiser may alter the plan, size, shape or position of the Exhibition Sites in such manner and at times as the Organiser may deem to be in the best interests of The National Fencing Field Day as a whole.
10. The Organiser shall be under no liability for the loss of or damage to 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.
11. The Organiser shall have the sole right to disseminate photographs and other promotional material in respect to the National Fencing Field Day. The Organiser gives no warranty as to the type or extent of promotion of the National Fencing Field Day nor as to the attendance numbers.

12. 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 13 shall apply. The Exhibitor shall thereafter be prohibited from occupying any Exhibition Site at the National Fencing Field Day and shall immediately remove its exhibits from the National Fencing Field Day site in accordance to the Organisers directions; provided that the Organiser may remove such exhibits and dispatch them to the Exhibitors address. The Organisers costs for such removal and dispatch shall become a debt due by the Exhibitor to the Organiser. The provisions of clause 10 shall apply to any action taken by the Organisers under the clause.
13. If an Exhibitor should cancel the contract or terminate an Exhibitor Site booking or should the Organisers terminate this agreement under clause 12:
 - a. More than 15 days prior to the National Fencing Field Day, any refund shall be at the Organisers discretion, notwithstanding that a portion may be retained to defray expenses/costs.
 - b. Less than 15 days prior to the National Fencing Field Day the Organiser shall retain all monies received and reserves the right to pursue any further payments at the Organisers discretion.
14. The Organiser reserves the right, if it considers it to be expedient or desirable to do so, to cancel or to postpone the National Fencing Field Day 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.
15. If the holding of the National Fencing Field Day, or the supply of any services by the Organiser, is prevented, postponed or abandoned by reason of fire, storm, lightning, flooding, national emergency (including a COVID lockdown), labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident, or any cause not with (party or fully) the control of the Organiser, or should the Site become wholly or partially unavailable for the holding of National Fencing Field Day then the Organiser shall be at liberty on giving notice in writing (or orally in the case of emergency) to terminate the National Fencing Field Day. Where the National Fencing Field Day 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.
16. All property of an Exhibitor is brought on to the National Fencing Field Day 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.

17. The Exhibitor shall be liable for any 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 fees or charges.
18. Exhibitors not adhering to the 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.
19. The Exhibitor and their contractors and subcontractors shall strictly abide by their separate and conjoint responsibilities under the Health and Safety at Work Act 2015 at all times whilst on site prior to, during and after the National Fencing Field Day.
20. All Exhibitors shall examine their displays for hazards and take steps to eliminate, protect and mitigate against potential injury to the greatest extent practicable.
21. The Exhibitor must comply with local bylaws, regulations and Acts of Parliament and other requirements which govern the erection 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.
22. 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.
23. All tent/marquee pegs must be covered with bags or shrubs, as must all other spikes or protruding objects.
24. 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.
25. Exhibitors with a marquee or building must have adequate suitable fire extinguishers readily available on site.
26. Exhibitors shall not take on to or cause to be taken on to the National Fencing Field Day 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.
27. No unauthorised sub-licensing, subletting, on selling or space farming or sharing is permitted at the National Fencing Field Day.
28. Exhibitors who invite other firms to display or demonstrate on their Exhibition 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.

29. No Exhibitor may display on their Exhibition Site the name of any firm which is not an Exhibitor and who has not paid the sublet fee. Any exhibitor found to have a sub license exhibitor on their site and who have not complied with the above conditions will have the sub license exhibitor removed or the sublet fee paid immediately.
30. Equipment, materials or tools which is not represented by the Exhibitor as a manufacturer or a distributor thereof may not be demonstrated or allowed on to any Exhibition Site.
31. All Exhibition Sites are to be returned to original conditions at the end of the National Fencing Field Day.
32. The Exhibitor must make any necessary repair eg. filling post holes, and must remove all gear, machinery, equipment, marquees, structures and vehicles by 5.00pm on the day of the National Fencing Field Day. Any repairs not affected 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.
33. The Exhibitor agrees to pay any costs charged to the Organiser as a result of the Exhibitors non-compliance with these conditions.
34. If the Exhibitor does not exhibit for the full period of the National Fencing Field Day. (ie. abandons the site without approval) the Organiser has the right to decline future applications from that Exhibitor.
35. Exhibitors shall not conduct any raffle, competition, game or sell by auction unless first approved in writing by the Organiser.
36. The distribution of any form of promotional material, signs, placards or advertisements or other forms of marketing outside of the allocated Exhibitions Site boundary is prohibited without the permission of the Organiser.
37. The Organiser may accept or decline any application for exhibiting rights.
38. The Exhibitor shall not without the prior written permission of the Organiser display any exhibit or product (including but not limited to demonstration machinery, materials, tools) which is not listed on the registration form and/or does not in the opinion of the Organiser fall within the subject of the National Fencing Field Day.
39. At all times during the opening hours of the National Fencing Field Day, Exhibitors shall:
 - a. Keep its display space open to view and properly staffed by competent representatives
 - b. Keep its display space properly maintained and cleaned.
 - c. Conduct any business only from its display space.
 - d. Keep passageways adjacent to its display space free from obstruction

- e. Not have any act which in the opinion of the Organiser may discredit upon the National Fencing Field Day.
- 40. The Exhibitor shall not remove or dismantle any part of its display prior to the official closing time of the National Fencing Field Day.
- 41. The Exhibitor undertakes to have its display space completed by such time as shall be notified by the Organiser to the Exhibitor.
- 42. 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 the National Fencing Field Day.
- 43. Exhibitors who demonstrate on their own site shall do so in the co-operation with neighbouring Exhibitors. This applies particularly to demonstrations that are noisy, which use speakers or generally could interrupt promotions on other stands.
- 44. Exhibitors may not have vehicles parked on their site, unless permission has been obtained from the Organiser. All vehicles must be removed prior to 9.30am to a designated packing area. No vehicle other than those approved by the Organiser may be parked or driven on the National Fencing Field Day roadways during visitor's hours. Vehicles not complying with the above will be removed at the Exhibitors risk and expense.
- 45. The Exhibitor shall be responsible for their own loading/offloading of machinery, equipment, materials and/or tools. There will not be any machinery to assist with this. If the grounds are wet, a designated loading/offloading area may be assigned.
- 46. Exhibitors should arrange personal and other insurance cover for their own property.
- 47. All Exhibitors must have public liability insurance cover for an amount not less than NZ\$1,000,000 (one million dollars). Proof of this cover shall be produced to the Organiser if requested. The Organiser will not be responsible for any public liability claim.
- 48. All notice to be served pursuant to the terms hereof shall be served by email to the other party to the email address given at the time of registration and notice shall be deemed to have been given on the date of sending.
- 49. 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.
- 50. 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.
- 51. The Organiser may assign its right and obligations under this Agreement to any person without the consent of the Exhibitor.
- 52. 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.

53. 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.
54. Dogs are not permitted at the National Fencing Field Day, with the exception of guide dogs. Please leave your dogs at home.