



GERALDINE SUMMER FÊTE - THURSDAY 5TH NOV 2020

Exhibitor Terms & Conditions

1. DEFINITIONS

Application means the Fete's Trade Application Form which Exhibitors complete and return to the Geraldine Summer Fete to apply for a Site at the Fete binding them to these Terms.

Exhibitor(s) means an exhibitor who has submitted an Application for a Site at the Fete and includes all employees, agents or contractors of any individual, partnership or company applying/exhibiting.

Fete means the Geraldine Summer Fete

Site means a trade site to exhibit goods/services at the Geraldine Summer Fete

Fete Committee means the Geraldine Summer Fete and includes any authorised officer appointed by the Committee

Terms means these Terms & Conditions.

Trade Prospectus means the Fete's Trade Prospectus available to Exhibitors and which provides relevant information for Exhibitors.

2. APPLICATION

2.1. By submitting an Application Exhibitors agree to these Terms.

2.2. The Fete may accept or decline any Application at its sole discretion.

2.3. A non-refundable admin fee of \$100 (plus GST) is included in the Site Fee; this will only be refunded if the Fete Committee does not offer a Site to an Exhibitor.

2.4. No Exhibitors can move to any other Site or area other than what has been allocated to them by the Fete Committee. Any person infringing regulations without permission in writing from the Fete Committee will incur expulsion from the Fete.

The Fete Committee will endeavor to offer Exhibitors their first option of the same Site each year, but this cannot be guaranteed. Changes to the grounds, growth of the Fete and other unforeseen circumstances may alter layout and may have an impact on this, the Fete committee does not guarantee corner Sites or through Sites. To request the same Site as last year, Exhibitors must complete the Application and return it before 31 July. The Fete reserves the right to move any Exhibitor as it deems necessary.

3. PAYMENT

3.1. The Exhibitor shall be liable for payments (including all taxes) as stipulated in the Fete Prospectus and/or these Terms.

3.2. All Site fees must be paid in full no later than 30 August 2020 to fully confirm a Site. If full Site fees are not received from the Exhibitor by this due date the Fete Committee may offer the Site to another Exhibitor.



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4. FETE DAY

- 4.1. The Fete will be open to public from 9.30am to 4.00pm on Thursday 5th November 2020
- 4.2. Exhibitors must have their Sites fully operational during these advertised public opening hours of the Fete. Exhibitors must have personnel in attendance between the hours 9.30am to 4.00pm Thursday. No Exhibitor's display to be removed from the Fete until after 4.15pm Thursday in view of safety.
- 4.3. Exhibitors acknowledge that public safety is of paramount importance and will ensure all care taken is while setting up and dismantling their Site.

5. EXHIBITS

- 5.1. The Fete Committee has the authority to enter a Site at any time and remove any article, sign, picture or printed matter which in its opinion may cause offence to the public, or is not in keeping with the requirements of the Fete.
- 5.2. The Fete grounds will be marked out the week preceding the Fete and Exhibitors will be able to set up from Wednesday 4th November 2020 from 3pm – 6pm unless by prior arrangement.
- 5.3. All Sites must be set up by 9.15am Thursday 5th November 2020.
- 5.4. All Sites will be measured using the Fete's measuring wheel. This measuring wheel will be the official measurement tool for the Sites.
- 5.5. All Exhibitors must check the hazard map prior to driving pegs or anything else into the ground. If an Exhibitor causes damage to any underground services, they will be liable for all costs to repair the damage.

6. ELECTRICITY

- 6.1. If an Exhibitor requires power, the electrical contract must be completed with the Application. A fee is charged for each Site needing power.
- 6.2. It is the Exhibitor's responsibility to ensure the electrical contract is accurately completed with all necessary power requirements clearly stated, including if overnight power is required.
- 6.3. All portable electrical equipment on a Site must have a current electrical test and tag, which demonstrate compliance with NZS3760 wiring regulations, to the satisfaction of the Society. All catering Exhibitors (food caravans etc) must have a current electrical WOF NZS3019.

7. EXHIBITOR WARRANTIES

- 7.1. All Exhibitor's warrant that:
 - a. they will operate the Site in a proper and professional manner and will ensure that the Site is properly staffed by competent representatives;
 - b. they will operate the Site in compliance with all of the Fete's policies, procedures and requirements, as advised by the Fete at any time;
 - c. keep the Site properly maintained and cleaned, and keep passageways adjacent to its Site free from obstruction;
 - d. at all times its conduct will not bring discredit to the Fete or cause any nuisance or disruption to the Fete or committee;
 - e. they have the authority to enter into and perform its obligations under these Terms and these Terms constitutes its legal, valid and binding obligations enforceable in accordance with its terms.



8. INSURANCE

8.1. All property of an Exhibitor is brought into the Fete at the risk of the Exhibitor. Exhibitors must hold personal insurance cover for their own property.

8.2. All Exhibitors must take out and maintain during the Fete the following policies of insurance with a reputable insurer:

- a. public liability insurance for an amount not less than \$2,000,000; and
- b. ensure that all workers have ACC workers' cover and for persons who are not eligible for ACC workers' cover, workers compensation insurance in respect of all employees and contractors of the Exhibitor, proof of this cover is to be produced by the Exhibitor if requested by the Society.

9. SECURITY AND VEHICLES

9.1. Exhibitors are allowed one vehicle only inside the Fete grounds in order to allow the Exhibitor to set up their Site. No vehicles are permitted to remain parked inside the Fete grounds and all vehicles must be out of the Fete grounds by 9.15am Thursday 2020.

9.2. Exhibitors acknowledge that the maximum driving speed inside the Fete grounds is 10km and agree to at all times exercise extreme care.

9.3. Vehicles must not block access ways at any time. Any vehicle the Committee deems blocking an access way may get towed at the Exhibitor's risk and expense.

9.4. During the hours between 6pm to 7am on Wednesday the Fete grounds gates will be locked we do not have security guards overnight so stalls set up the night before are at the owners risk.

10. EXHIBITOR ADMISSION

10.1. Admission tickets are issued once full payment has been received by an Exhibitor. Tickets are allocated as per Site size (see Trade Prospectus) and Exhibitors can download their allocated tickets online.

10.2. Additional tickets may be purchased online via the Fete's website.

10.3. No entry is permitted to the Fete without a ticket.

11. HEALTH AND SAFETY

11.1. All Exhibitors must sign in at the ANZ Tent on arrival and Exhibitors must at all times follow the instructions of Fete officials and marshals.

11.2. Exhibitors must comply with local body bylaws, all laws, regulations and policies (including, without limitation, Health and Safety at Work Act 2015 (HSWA), HSWA Regulations and laws related to the preparation and distribution of food and beverage items) which govern the erection of structures, vehicles and/or other products or goods of the Exhibitors.

11.3. Exhibitors are responsible for Health and Safety at their Site, by identifying, eliminating and minimising any potential hazards to staff, volunteers, contractors and public.

11.4. Exhibitors are responsible for preparing and monitoring a Health and Safety audit for their Site.

11.5. Exhibitors are required to have suitable, approved fire extinguishers on their stand at all times.

11.6. Any fire or BBQ appliance used by an Exhibitor must be fire safe compliant.

11.7. Any Exhibitor using a heating appliance or apparatus must provide an appropriate non-flammable separation area of at least 2 meters wide between the public and the apparatus.

11.8. Exhibitors acknowledge that no smoking is permitted inside any marquees or Fete grounds buildings.

11.9. No Exhibitor shall install or maintain any LPG container greater than 10 kg. All compressed gas cylinders must at all times be secured against tipping and must have snap couplings.



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- 11.10. Each Exhibitor must keep all display equipment and signs within their allocated Site boundaries.
- 11.11. All tent and marquee pegs must be covered with sandbags or shrubs as must other dangerous spikes or protruding objects.
- 11.12. Exhibitors must ensure that they keep walkways clear and no dangerous equipment or chemicals are accessible to the public.
- 11.13. The First Aid Station is located beside the ANZ information tent.
- 11.14. Accidents and hazards must be reported to the ANZ information tent.
- 11.15. The Fete Committee may inspect a Site from time to time. The Fete Committee may instruct an Exhibitor to make changes regarding the operation of their Site, storing or receiving of products, disposal of waste from the Site, Health and Safety risks within the Site and/or any other matter relating to the Site. The Exhibitor must immediately comply with any instructions directed by the Fete Committee. The Fete Committee reserves the right to close down any Sites or activities if they pose a risk to members of the public or to order immediate removal from the Fete grounds of any exhibits it considers dangerous, offensive or unmanageable. For the avoidance of doubt, there will be no compensation provided to the Exhibitor where the Fete Committee closes a Site as a result of this clause.

12. FOOD AND HOSPITALITY

- 12.1. Exhibitors providing hospitality must complete the Application for Food Licence.
- 12.2. The Exhibitor acknowledges that the Fete has adopted a “**No glass**” policy for Exhibitors offering hospitality.
- 12.3. Exhibitors offering hospitality must apply the Host Responsibility Policy and be responsible hosts. The Fete accepts no responsibility for an Exhibitor’s guests.
- 12.4. The sale of food or confectionery lines, other than from approved outlets is prohibited.
- 12.5. Raffle tickets, selling or touting can be sold by non-profit organisations as long as it is done from their Site or prior approval has been sought and granted from the Fete Committee.

13. LIQUOR/ALCOHOL

- 13.1. Exhibitors intending on supplying alcoholic beverages from their Site need to complete the Liquor Application with their Application. No Exhibitor is allowed to offer alcoholic beverages without prior written permission from the Fete.
- 13.2. Liquor Licence hours are from 10am-4pm. No alcohol may be served after this time.
- 13.3. No opened alcohol is allowed off any Site.

14. ADVERTISING

- 14.1. Any Exhibitor interested in sponsorship and advertising opportunities should contact the Fete Committee.
- 14.2. The privilege of distributing advertisements or other documents is restricted exclusively to Exhibitors at their respective Sites. Placards or advertisements posted without prior approval of the Fete Committee will be removed.

15. SIGNAGE, STRUCTURES, AND THE BUILDING ACT

- 15.1. No Exhibitor shall erect scaffolding above the height of two meters for the purpose of signage. The Fete Committee reserves the right to remove any signage it deems inappropriate. No signage shall be erected outside of an Exhibitors Site. No signage or scrim shall be erected on any fencing.
- 15.2. Exhibitors must comply with the Building Act 2004 (Act), including any regulations or amendments to the Act.



16. USE OF EXHIBITOR INFORMATION AND THE PRIVACY ACT

16.1. By completing the Application, the Exhibitor agrees and acknowledges that:

- a. Exhibitor details can be used as part of the Fete's information;
- b. Exhibitor details can be made available to the media for use in compiling the Fete newspaper supplements, for human interest stories, as well as for programme preparation and for the Fete to use in promotional and educational material about the Fete;
- c. Exhibitors details can be made available to nominated companies that exhibit resource materials, where the Fete believes them to be reputable.
- d. Exhibitor details given to the Fete on the Application will be directly transferred and used as the company listing in the Exhibitors list in the Fete programme. Exhibitors should clearly state the correct company name which will be publicised;
- e. Exhibitors give consent to the Fete to take and use photographs, images and any video footage of the Exhibitor, or the Exhibitor's Site during the Fete in perpetuity in any media without payment to the Exhibitor.

16.2. All personal information provided by Exhibitors on the Application will be held by the Fete. Under the Privacy Act 1993, Exhibitors have the right to access and correct their personal information.

17. REMOVAL

17.1. Exhibitors agree that they will not commence dismantling their Site or remove any displays from the Fete grounds until after 4.10pm Thursday. All Sites are to be returned to the original condition. Displays must be completely removed from the Fete grounds by 5.30pm on Fete day.

17.2. Exhibitors whose items remain on the property after 5.30pm will be liable for all costs incurred (legal or otherwise) plus a storage fee of \$50 per day until the items are removed from the Fete grounds unless prior approval.

17.3. Exhibitors must take special care while setting up and dismantling their display as public and young children are walking freely in the area.

17.4. Any contamination or damage to a Site caused by an Exhibitor will be the responsibility of the Exhibitor to rectify (i.e. filling holes, removing gear, equipment, bark, marquees etc). If the Fete in its sole discretion deems it appropriate to engage a third party to undertake such rectification work, the costs will be passed on to the Exhibitor.

17.5. Any Exhibitor leaving rubbish or other property on a Site or anywhere in the Fete grounds will be liable for a fine of \$200 (plus GST) as well as the cost of removing the rubbish/property. If necessary, Exhibitors should arrange for the removal of their rubbish including, plants and pallets.

18. TERMINATION OR CANCELLATION

18.1. Should an Exhibitor be unable or unwilling to perform its part of these Terms or fail to comply with these Terms, or any of the Geraldine Summer Fete's policies, or otherwise be in breach of these Terms, the Fete may terminate these Terms by giving notice in writing. The Exhibitor shall thereafter be prohibited from occupying its Site and shall immediately remove its exhibits from the Fete grounds in accordance with the Fete's directions.

18.2. The Geraldine Summer Fete reserves the right in its sole discretion to cancel or to postpone the Fete (and the operation of these Terms) by notice in writing. The Fete shall not be liable to the Exhibitor for any loss, damage, or compensation whatsoever arising out of the cancellation or postponement of the Fete.

18.3. If the Fete is abandoned or postponed due to any reason beyond the control of the Fete, the Fete is under no obligation to refund in whole or in part any payments made by the Exhibitors. Any refund will be at the sole discretion of the Fete. We will endeavor to find a suitable postponement date.



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19. EXHIBITOR CANCELLATION

20.1. If an Exhibitor should cancel these Terms or terminate a Site booking:

- a. prior to 10 July 2020, any refund shall be at the Fete's Committee discretion, notwithstanding that a portion shall be retained to repay expenses/costs;
- b. on or after 10 July 2020, the Fete Committee will retain all monies received and reserves the right to pursue any further payments.

20. NO REPRESENTATION AND LIMIT OF LIABILITY

20.1. The Exhibitor participates in the Fete at its own risk and after undertaking its own due diligence regarding the Fete.

20.2. The Exhibitor acknowledges that the Fete does not make any representation or give any warranty with respect to the Fete, including as to the success or profitability for the Exhibitor in participating in the Fete, the number or type of clientele that will visit the Fete and/or the suitability of their exhibit/products for the Fete.

20.3. To the extent permitted by law, the Fete committee excludes all warranties regarding the Site and/or the Fete whatsoever.

20.4. The Fete's liability under these Terms is limited to the fees actually paid by the Exhibitor to the Fete Committee. In no circumstances will the Fete Committee be liable to the Exhibitor for any indirect, incidental, special and/or consequential losses or damages (including loss of profits or opportunity) arising directly or indirectly in connection with the Fete.

21. INDEMNITY

21.1. The Exhibitor shall be responsible for, and shall indemnify the Geraldine Summer Fete from and against liabilities, losses, damages, claims, costs and expenses incurred directly or indirectly in connection with:

- a. the Exhibitor's operation of the Site at the Fete and/or participation in the Fete;
- b. the sale and/or distribution (whether for payment or otherwise) of any products by the Exhibitor on the Site;
- c. any act or omission of the Exhibitor;
- d. any breach of any laws by the Exhibitor; and
- e. any breach of these Terms by the Exhibitor.

22. FORCE MAJEURE

22.1. The Fete Committee will not be liable for any delay or failure to perform its obligations to the extent that such delay or failure results from a Force Majeure Event and while the Force Majeure Event continues. The Fete Committee will give the Exhibitor written notice as soon as reasonably possible containing details of the circumstances giving rise to the Force Majeure Event. The Exhibitor acknowledges and agrees that it will not be entitled to any reimbursement of any fees paid where a Force Majeure Event disrupts the Fete. The Fete Committee 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 these Terms.

22.2. For the purposes of clause 22.1 above, "Force Majeure" means an event or occurrence which is beyond a party's reasonable control (including, without limitation, acts of God or the public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, war, embargoes, riot or civil disturbances, sabotage, expropriation, confiscation or requisitioning of facilities, the imposition of



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disabling exchange rate controls, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction); and which the affected party could not have reasonably foreseen or taken reasonable measures to prevent.

23. MISCELLANEOUS

23.1. If one or more of the provisions of these Terms shall be invalid or unenforceable, the remaining provisions of these Terms shall continue to be in full force and effect.

23.2. These Terms shall be governed by and construed in accordance with the laws of New Zealand and the Parties shall submit to the non-exclusive jurisdiction of the New Zealand courts.

23.3. The Fete Committee may assign its rights and obligations under these Terms to any person without the consent of the Exhibitor.

23.4. Words in the singular number only shall include the plural and vice versa and words importing gender shall include the masculine feminine and neuter 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 assigns.

23.5. When two or more persons are parties to these Terms, the Terms shall bind them jointly and each of them separately.

