

# GREAT NZ FOOD SHOW

## THE GENERAL RULES & REGULATIONS

The general rules and regulations for the governance of the Great NZ Food Show, (GNZFS) in addition to those already printed shall be deemed as if they had been printed in full.

### 1. GENERAL

- 1.1. The GNZFS 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 GNZFS shall in all respects be final and conclusive. If, in the opinion of GNZFS, 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 GNZFS shall be forfeited. Notwithstanding anything contained in the Show Prospectus, the application for space, or any other document concerning the GNZFS, the GNZFS 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 fire, national emergency, lightning, lock out, strikes, labour disputes, service being disrupted, civil disturbance, health concern, acts of God, war, health concern, 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 rental 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 60 days prior to the event, they will forfeit 40% of their site fees. 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. **Co-operation** - No Exhibitor shall permit their exhibition stand to be used in such a manner as to conflict with the purpose of the exhibition or the rights of other Exhibitors. In the event of any dispute arising between Exhibitors, in relation to the exhibition, such disputes shall be submitted to the GNZFS in writing for consideration and the decision of the GNZFS shall be accepted by all parties as final and conclusive in all respects.
- 1.5. **Substitute Premises:** The Venue Authority who is Claudelands Events Centre reserves the right to allocate the event to another venue within Claudelands Events Centre. If, in Claudelands Events Centre's absolute discretion, the circumstances justify it, provided that the substitute venue is of a sufficient standard and it is able comfortably to accommodate the Event. The venue will give the Event Organiser reasonable notice of such substitution but shall accept no liability for any loss, damage or expense incurred as a result. The Organiser – Classic Events shall accept no liability for any loss, damage or expense incurred as a result. Classic Events has no choice but to accept the venue's decision
- 1.6. **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.
- 1.7. **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.
- 1.8. **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.
- 1.9. For the Exhibitor's own design, (for those taking a space option - design & build) layout plan of the specific design must be submitted to the Organiser for approval 2 months before the event. This is a request from the Claudelands Events Centre with regards to the health & safety requirement.
- 1.10. Exhibitors are advised to fully insure 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.
- 1.11. **Competitions or Contests** - Exhibitors desiring to run lottery, raffle, competition, betting, gambling, game of chance, sideshow or riding device must gain approval from the GNZFS. Competitions or contests must be free of charge to patrons.
- 1.12. **Amendments**—The Organisers and Promoters of GNZFS reserve the right to amend any part of parts of the here in described.
- 1.13. **Advertising** - Exhibitors shall have the full right to advertise within the confines of their own stand but the GNZFS 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 GNZFS, a source of annoyance to others. No Exhibitor, or employee thereof, may canvas other than from their own stand.

- 1.14. **Noise:** Noise Control will be implemented and no loud speakers or loud music or any noise that will affect the next Exhibitor will be permitted. The Organiser/Venue Authority may conduct its own noise monitoring and reserves the right to require compliance on demand. The Organiser/Venue Authority reserves the right to close down sites if there is failure to comply with instructions regarding noise levels.
- 1.15. **Radio and Electronic Devices** - The use of radio and other electronic devices within the exhibit spaces as adjuncts to the effective display of the Exhibitor's products or trade process, will be permitted subject to, in each instance, approval from GNZFS is needed. This regulation is not designed to discourage the use of such appliances but to ensure them being adjusted so as to not operate to the discomfort of other Exhibitors or the public. Plans for their use should be submitted for approval in advance and such use will be subject to regulation during the Show.
- 1.16. **Theft, Damage or Loss** - It is expressly stated that under no circumstances will the GNZFS 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 GNZFS against any claims whatsoever in relation to his allocation space and the actions and conduct of employees.
- 1.17. **Security** - The GNZFS have 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.
- 1.18. **Liability** – GNZFS is not liable for any consequential, business interruption, indirect or other loss. GNZFS shall not be liable to refund any fees paid or pay damages to any applicants as a result of any grievance relating to the event raised by an applicant.
- 1.19. **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 Classic Events with a non-refundable 20% deposit. Payment of the deposit is to be made within seven days of the invoice being sent out, in order to secure the display site. The balance is then to be paid in two installments with the first due on or before 20 February 2018 and the last to be paid on or before 20 April 2018. If site bookings are made after an installment was due, the Exhibitor must provide payment at time of application. The GNZFS reserves the right to allocate sites but where possible will endeavour to meet applicant's request. Allocation will be made by GNZFS 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. If an Exhibitor wants to change the site area, which the Exhibitor has applied for under its Exhibitor site contract; the Organiser cannot guarantee another site that would be suitable for the Exhibitor. The Organiser will try its best to see if another site is available and if it deems fit, then only will the Organiser allocate it to Exhibitor/stall holder if exhibition site is available.
- 2.5. No Exhibitor shall be allowed to use a name on its site which is different to that submitted on its booking contract unless the Exhibitor submits written notice of this change to the Organiser at least 3 month's notice prior to the commencement of the Exhibition.
- 2.6. Only the official contractor provided by the Organiser for panel and electrical work are permitted to be used by Exhibitors.
- 2.7. No alterations at all to be made by the Exhibitors, only the official contractor is permitted to do the necessary changes and that will be according to the standard paneled site as specified in the Show Prospectus.
- 2.8. **Sublets** - Subletting is where an Exhibitor (primary) invites another Exhibitor (secondary) to display or demonstrate their products on the primary Exhibitor's site. The GNZFS has adopted a strict rule around this. The subletting (secondary) Exhibitor must: 1. Be eligible to exhibit at the GNZFS. 2. Complete and sign an application form. 3. Pay an additional 30% subletting fee based on the original site price. If the secondary Exhibitor fails to complete an application form they will not be allowed to exhibit. The subletting (secondary) Exhibitor will have a separate Show Guide listing and will receive their own ticket allocation.
- 2.9. The Organiser reserves the right to close any equipment or device at any time during installation or during the Exhibition/ Show if in the Organiser's opinion, such an equipment or device is dangerous. If the Exhibitor or his representative fails to comply with these instructions, the Exhibitor shall immediately, on receiving notice, remove the said equipment/device or product from the Exhibition Hall failing which, the Organiser will arrange to have the said equipment/device or product removed from the site at the Exhibitor's expense and the Organiser will not be held liable for any loss or damage or any loss in business which may occur during the removal.
- 2.10. If the Exhibitor fails to recognise, or its representative fails to recognise reasonable standards of behaviour during installation or during the Exhibition/Show, the Organiser shall have the right to remove such persons from the Exhibition Hall and the Organiser shall not be liable for any loss or damage which may be occasioned by the removal.
- 2.11. 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.

- 2.12. The Exhibitor shall ensure that all goods/packages to be delivered to Organiser and Venue Authority are adequately marked with the name and start date of the function, Organiser and Venue Authority contact name and the senders name and contact phone number. Packages to be collected after the event should be sealed and correctly addressed, with the senders name and contact phone number. The Organiser and Venue Authority take no responsibility for any loss of or damage to any items delivered to Organiser and Venue Authority for use prior to, during or after the exhibition.
- 2.13. **Set up time and breakdown** time allocated by the Organiser is to be followed strictly. Exhibitors are allowed to display their products only within the confines of their allocated areas. All aisles between stands must be left clear.
- 2.14. Any missing products/furniture/panels/table cloth/bin/or other accessories provided by the Organiser/contractor/ subcontractor or Exhibition Venue Authority is the responsibility of the Exhibitor and shall be at the Exhibitor's expense for replacement.
- 2.15. **Prohibited Goods:** Dangerous goods/articles: These are not to be brought into the Venue, Premises or Claudelands Events Centre. Any firearms, explosives, flammable liquids or other dangerous substances or articles which may cause damage or injury to property or persons without the prior express consent of the Organiser and Venue Authority, and then only in accordance with the terms and conditions of that consent in writing. Notwithstanding any such consent, the Exhibitor, its staff, its contractor or its invitees will indemnify the Organiser and the Venue Authority in respect of any liability or expense it incurs as a result of any such damage or injury.
- 2.16. **Broadcasting, recording:** No radio or television broadcasts, motion pictures or other films, recordings or video tapes or any type of electronic or digital recording of any kind whatsoever are made of any of the event itself in the premises. This has to be discussed with the Organiser and the Venue Authority and permission in writing from the Venue Authority is required.
- 2.17. **No Smoking:** The Claudelands Events Centre is a no smoking area and therefore the exhibitor, staff and its invitees shall not smoke in the premises, venue and the Claudelands Events Centre.
- 2.18. **Break down of site:** If any Exhibitor starts to break down their site prior to event closing time, they will be liable to pay a penalty of \$200.00 plus GST.

### 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. HEALTH & 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. Exhibitors must obey all instructions and signs whilst onsite to ensure that their actions will not create hazards to people or property.
- 4.3. Speed limit within the complex is strictly 15 km/h.
- 4.4. All fire and emergency exits are to be kept clear at all times
- 4.5. Smoke stop doors are to be kept closed at all times, except when attended by a doorperson.
- 4.6. Smoking is not allowed in the buildings.
- 4.7. On hearing a fire alarm please leave the building immediately by the nearest Fire Exit. Assemble at the area designated on the Fire Notice at the Exit Door and await further instructions. Proceed to an area clear of buildings and remain outside the buildings until a clear signal is given. Instructions will be given by the Organiser's personnel and supervisors appointed by Organisers/ Venue Authority of each hall or by fire officers. Please do not use lifts when there is a fire alarm on or when there is a fire situation. Please follow instructions given by supervisors appointed by Organisers/Venue Authority/ fire officers.
- 4.8. Signs, placards and posters/promotional material are not to be nailed or stapled to any surface without written permission. Similarly, the above said items are not to be hung from suspended ceilings. The Exhibitor shall not paint, mark or damage the velcro panels of the sites, walls or the floors of the buildings and exhibition halls. The repair of any damage to walls, doors, ceilings etc. of the exhibition venue and other parts of the

buildings, which belong to the Venue Authority, will be at the Exhibitor's expense. Exhibitors will be liable for any damage to the sites, the exhibition hall where their exhibits are placed and any damage caused in and around the Exhibition Halls and outside areas of the Exhibition Halls and of the adjacent buildings.

- 4.9. The provision of additional external communication lines shall be the responsibility of the Exhibitor and at the expense of the Exhibitor including telephones and internet (It usually takes at least one month's notice or more to apply with Spark). We will be able to provide you with a form and give you a telephone number to ring.
- 4.10. The aisles should be clear for visitors to the Show. It is therefore important that Exhibitors keep within their contracted space. Exhibitors shall ensure that all exits are clear and all emergency equipment; including power boxes on the walls above the stands do not cause any obstruction.
- 4.11. Exhibitors shall ensure that during build up and breakdown that the aisles are clear of debris and Exhibitor's products. The aisles have to be clear of obstruction. No one should be in the aisles.
- 4.12. No one should be in the exhibition halls during build up/ breakdown time while contractors and workers are undertaking construction or pull down work.
- 4.13. There will be an allocated time for Exhibitors to come in during build up/setting up and breakdown time and Exhibitors are allowed to be in the hall/s only during the allocated time for Exhibitors and while the builders are working/constructing or pulling down, no one should be in the hall for safety reasons.
- 4.14. Only authorised staff of Exhibitors will be permitted to enter the halls during the allocated time for Exhibitors and no children will be permitted to enter the halls during this time.
- 4.15. Footwear for build up/breakdown should be a shoe that are closed toed footwear.
- 4.16. No alcohol shall be drunk during build up or break down time.
- 4.17. Exhibitors or those who are warming up food in a small electric frypan and those involved in the cooking demos, require a fire extinguisher and fire blanket. The arrangements must be made in advance and permission in writing must be given by the Organiser for these activities. No gas stoves/cylinders are permitted. Should you require using a BBQ with gas cylinder this needs to be discussed with the Organiser and the Organiser will get permission from the Venue Authority. A written permission will then be given to the Exhibitor.
- 4.18. Electrical work will need to be done only by the Organiser/ Venue Authority's contractors. If there is electrical work to be done, please inform the Organiser in advance by filling in the form for electrical work. The form will be sent to you closer to the exhibition date. We need at least 6 weeks notice. Any extra electrical work is at the Exhibitor's expense.
- 4.19. Please ensure that all power cabling is not in the way of visitors and staff at all times. Ensure that the electrical works are in good order. Lighting must be compliant and securely fixed.
- 4.20. To avoid tripping hazards, please tape down all electrical cables.
- 4.21. Identify potential hazards regularly. Keep checking.
- 4.22. Any material used by the Exhibitor in the site, must be fireproofed.
- 4.23. Only electricity can be used as a source of light or power at the exhibition venue.
- 4.24. No gas cookers are allowed, anything with gas needs written approval first from the Organiser and Venue Authority.
- 4.25. Gas-filled balloons shall not be used at the Exhibition Venue under any circumstances.
- 4.26. Keep the stand/site and surroundings clean and remove all waste materials at all times.
- 4.27. All containers and packaging that are not for display must be removed or disposed after installation and dismantling. No pressurised containers shall be used at the exhibition hall without prior written approval of the Organiser.

## 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/AS1 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 200m<sup>2</sup> 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 be 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.
- 6.7. If you are an Overseas Company and you are dealing with food or liquor, then the same rules as above apply for foreign companies. The Organiser will do its best to help you with the process and guide you on a without prejudice basis. The Organiser needs to be contacted at least 3 months in advance to get the paper work done.

## **7. SPECIAL SERVICE**

- 7.1. Publicity materials of any Exhibitor may only be distributed from the Exhibitor's own site. No advertising or touting for business may be carried out anywhere else within the exhibition venue. No exhibits or advertising signs shall be placed outside the confines of the exhibitor's site.
- 7.2. The Organiser reserves the sole right to distribute promotional material/information and photographs with regards to the exhibition to promotional and advertising organisations, media and site contractors before and after the exhibition and takes no responsibility for any mis-description error, or omission that has been left out in its promotional material.
- 7.3. With regards to the Privacy Act, the Exhibitor shall let the Organiser know in writing if the Exhibitor has any objection to the transfer of the information to the third parties on signing this contract.
- 7.4. All exhibits, site materials/publicity material, and the like display items of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser and Venue Authority. Any exhibits or site materials/publicity materials left behind in the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser and Venue Authority at the expense of the Exhibitor concerned.

## **8. CODE OF CONDUCT**

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

- 8.1. The sales process whilst competitive, should not impact on the brands and integrity of others.
- 8.2. 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.
- 8.3. 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.
- 8.4. Where it 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. There will be no recourse and no correspondence will be entered into.

## **9. GOVERNING LAW**

- 9.1. 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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