

The Great NZ Food Show Exhibitor Terms and Conditions

THE GENERAL RULES & REGULATIONS

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

1. General - The TGNZFS 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 TGNZFS shall in all respects be final and conclusive. If, in the opinion of TGNZFS, 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 TGNZFS shall be forfeited.

Notwithstanding anything contained in this prospectus, the application for space, or any other document concerning the TGNZFS, the TGNZFS 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.

2. Application For Display Site - 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 split and paid in two instalments 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 instalment was due, the Exhibitor must provide payment at time of application. The TGNZFS reserves the right to allocate sites but where possible will endeavour to meet applicant's request. Allocation will be made by TGNZFS appointed officer who will give due regard to the order in which applications are made. The TGNZFS reserves the right to alter the floor plan if considered necessary. A high standard of display is required.

3. Sublets - Subletting is where an Exhibitor (primary) invites another Exhibitor (secondary) to display or demonstrate their products on the primary Exhibitor's site. The TGNZFS has adopted a strict rule around this and the subletting (secondary) Exhibitor must: 1. be eligible to exhibit at the TGNZFS. 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 be closed down. The subletting (secondary) Exhibitor will have a separate Show Guide listing and will receive their own ticket allocation.

4. 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 re-let 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 the Organiser will refund to the Exhibitor a fair proportion of any rental paid by the Exhibitor.

5. 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 TGNZFS in writing for consideration, and the decision of the TGNZFS shall be accepted by all parties as final and conclusive in all respects.

6. Cancellation - If the event is cancelled by the Organiser, then rental monies paid (inclusive of deposit) will be returned in full. 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.

7. 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.

8. Utility Service Charges - Extra light and power points on display sites can only be supplied by the Show Electrician. An application must be submitted and at the service will be provided at the Exhibitor's expense.

9. Competitions or Contests - Exhibitors desiring to run any form of competition must first gain approval from the TGNZFS. Competitions or contests must be free of charge to patrons.

10. Amendments—The Organisers and Promoters of TGNZFS reserve the right to amend any part of parts of the herein described.

11. Advertising - Exhibitors shall have the full right to advertise within the confines of their own stand but the TGNZFS 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 TGNZFS, a source of annoyance to others. No Exhibitor, or employee thereof, may canvas other than from their own stand.

12. Noise - If Exhibitors intend to use amplifiers and loud speakers on their exhibition sites, prior written approval must be obtained from the Organisers. TGNZFS reserves the right to withdraw such approval if use of such equipment proves disruptive to other Exhibitors.

13. 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 TGNZFS. 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.

14. Theft, Damage or Loss - It is expressly stated that under no circumstances will the TGNZFS 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 TGNZFS against any claims whatsoever in relation to his allocation space and the actions and conduct of employees.

15. Security - The TGNZFS have security in the exhibition halls and grounds for the duration of the show. Stall holders 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.

16. Liability - TGNZFS is not liable for any consequential, business interruption, indirect or other loss. TGNZFS 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.

17. 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.

COMPLIANCE SECTION

18. 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.

19. 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.

20. Food and Alcohol Sales - Exhibitors must comply with the Sale and Supply of Alcohol Act 2012 and the Food Act 2014 and all other local authority regulations. Exhibitors must provide all necessary

certificates in order to handle, prepare, sell or display food and/or alcohol. Consent on this matter should be obtained from the Hamilton City Council.

21. 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 Council.

22. 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.

23. Break down of site: If any exhibitor starts to break down their site prior to event closing time, will be liable to pay a penalty of \$200.00 plus GST.

CODE OF CONDUCT

Accordingly a high standard of ethics and behaviour is expected by Exhibitors doing business 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.

1. The sales process whilst competitive should not impact on the brands and integrity of others.
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.
3. Exhibitors, their appointed agents and representatives need to comply with all areas of the terms and conditions set down by The Great NZ Food Show.
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, then a notice of eviction will be issued. There will be no recourse and no correspondence will be entered into.

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