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## *Exhibitor Terms and Conditions*

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### AGREEMENT

This Agreement encompasses the foregoing clauses and in conjunction with the Application forms, constitutes the full Agreement between the parties. The parties to this agreement are Belgravia Leisure (ABN 18 118 940 063), represented by their subcommittee; The Light Regional Farm & 4x4 Expo Committee (henceforth known as the 'Committee') and the Exhibitor, and if applicable their Site Sharer, to the exclusion of all others.

This Agreement supersedes all prior or contemporaneous agreements, representations and understandings.

### ACKNOWLEDGMENT OF RIGHTS

1. The Exhibitor hereby acknowledges that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, and will not acquire any right, title, or interest in or to the Light Regional Farm & 4x4 Expo Program (henceforth known as the 'Program'), except as expressly set forth in this Agreement. The Exhibitor will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or create or attempt to create a substitute or similar service or product through use of or access to the Program or Light Regional Farm & 4x4 Expo Website; [www.thefarmcentre.com.au](http://www.thefarmcentre.com.au) (henceforth known as the 'Website') or proprietary information related thereto.
2. The Exhibitor's rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to the Light Regional Farm & 4x4 Expo. However, the Committee may assign this Agreement to any person at any time without notice.

### ADVERTISING

3. The Committee will be promoting the two-day event through: major rural papers, most regional papers, television, radio, public notices, DL cards, posters, our Website and our Program.
4. The Committee's Program is the only program permitted within the Freeling Recreation Park boundaries and is the only program distributed at the gates of the Freeling Recreation Park to all customers at the Light Regional Farm & 4x4 Expo.

5. Program Advertiser Applications must be made with payment and proof in PDF format, and forwarded to the Secretary of the Committee no later than 24<sup>th</sup> January, 2022. Advertisement Applications will be allocated on a first come first served basis until all spaces are filled. Applications past this date will not be accepted. The Committee, publishers and producers of the Program will not be liable for any inaccuracies within the advertisement. Cancellations by the Advertiser after the 24<sup>th</sup> January, 2022 will not be refunded.

## ALLOCATION OF SITES

6. Sites are allocated as the Applications are processed. With exception of some sponsorship agreements, the Committee DOES NOT reserve sites from year to year. However, if an Application is received early enough, the Site Steward will do their best to accommodate any request regarding the site position (e.g. the same site as last year).
7. Once an Application for Exhibitor Site is finalised; Tax Invoice, Admission Tickets and a map showing the site location will be emailed prior to the commencement of the Light Regional Farm & 4x4 Expo.

## APPLICATIONS

8. Applications will only be processed if they are complete and accompanied by full payment.
9. The Committee has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by the Committee prior to the acceptance of an Exhibitor's order. Unless credit terms have been agreed upon, payment for the products shall be made by Mastercard or Visa Card, cheque, cash or electronic transfer (EFT). If you wish to pay by EFT please contact the Secretary for details. The Committee is not responsible for pricing, typographical, or other errors in any offer and reserves the right to cancel any orders arising from such errors.
10. Exhibitor Site Applications and payment must be made to the Secretary of the Committee no later than 2nd December 2021. An early bird discount of \$40 per site will apply before 2nd December 2021, if full payment is received. Cancellations by the Exhibitor before February 29th 2022 will be refunded in full via direct deposit less a 10% administration fee. There will be no refunds after January 24<sup>th</sup> 2022.
11. All Exhibitors must pay a compulsory administration fee of \$20.00
12. Applications finalised after 24<sup>th</sup> January 2022 will not be included in the Program.

13. The Committee has sole discretion to cancel or refuse any Application. If your Application is refused or cancelled by the Committee prior to 25<sup>th</sup> March 2022 a full refund of site fees will be given via direct deposit. Light Regional Farm & 4x4 Expo will not be liable for any incidental costs incurred to the Exhibitor as a result of the refusal or cancellation.
14. The Committee reserves the right to refuse any entry of any Exhibitor or refuse to allot space to any Exhibitor, if in the opinion of the Committee there is any infringement on any of the conditions of this Agreement and/or if the Exhibitor does not occupy the space at the commencement of and during the full period of the said Light Regional Farm & 4x4 Expo.
15. If the Committee refuses entrance, or refuses to allot any space to any Exhibitor, or having allotted any space to any Exhibitor refuses to permit the Exhibitor to occupy that space, the Committee shall not be liable to pay the Exhibitor compensation on the grounds of loss of profits or otherwise, in respect of such cancellation, reallocation or suspension of the said space.

## CATERERS

16. Caterers are selected by invitation only. To be considered, you must contact the Secretary at which time they will add you to the waiting list.
17. Caterers are to source, store and chill their own supplies unless specified otherwise.
18. Caterers must provide their own rubbish bins.
19. Grey water containers will not be supplied unless requested by the exhibitor on their application form.
20. We would appreciate your early booking. If no expression of interest has been received by 20<sup>th</sup> December 2021, your site will be reallocated.
21. Caterers must comply with Food Act 2001 and Australia New Zealand Food Standards Code. The Environmental Compliance Officer will be present at the Light Regional Farm & 4x4 Expo.

## CASH FACILITIES

22. As there are no banks in Freeling, only agencies with very limited cash on hand, please ensure that you bring sufficient change with you. There is an EFTPOS agency on site to withdraw funds, but they are unable to serve your change requirements.

## CHARGES

23. GST has been included in all prices for 2022 Light Regional Farm & 4x4 Expo.

24. Complimentary facilities for Exhibitors include:

- Forklift for setup and pack up
- EFTPOS
- Rubbish removal daily
- Exhibitor car park
- Watered sites
- Water delivery
- Security
- Exhibitor lounge

## CONFIDENTIALITY

25. The Exhibitor agrees not to disclose information obtained from the Field Days, and or from the Light Regional Farm & 4x4 Expo clients, advertisers and suppliers. All information submitted to by an end-user customer pursuant to this Agreement is proprietary information of Light Regional Farm & 4x4 Expo. Such customer information is confidential and may not be disclosed.

## COUNTERFEIT PRODUCTS

26. Counterfeit products are strictly prohibited at the Light Regional Farm & 4x4 Expo. Sale and manufacture of counterfeit products is a breach of the FairTrading Act (SA) and a crime under the Customs Act (Cth). If you suspect a fellow Exhibitor of selling counterfeit products during the Field Days, please inform the Secretary's Office immediately and the police will be asked to investigate.

## CRANES AND TELEHANDLERS

27. Forklifts available on Wednesday 23<sup>rd</sup>, Thursday 24<sup>th</sup> and Sunday 27<sup>th</sup> March from 8.00am. Enquiries to Secretary's Office. No forklifts will be available before this date. Also, no machinery etc can be delivered to the field day site before the above date unless specified on site application form.

## DISPLAYS

28. To assist Exhibitors with the erection of their displays Committee members will be present at the field day site on Wednesday 23<sup>rd</sup> and Thursday 24<sup>th</sup> March, between 9.00am and 5.00pm. The Gates opens 7.00am Friday and Saturday.
29. Indoor Exhibitors can arrange their displays Thursday 24<sup>th</sup> March from 9.00am to 7.00pm.
30. All Displays must be in place by 8.00am Friday, 25<sup>th</sup> March and must not be removed before 5.00pm Saturday, 26<sup>th</sup> March.
31. All Exhibitors are to refrain from packing up until 5.00pm Saturday. Packing up before this time affects the sales of surrounding Exhibitors and is an Occupational Health and Safety risk. Exhibitors seen not to be complying with this clause may not be invited back to subsequent Light Regional Farm & 4x4 Expo.

## DISPUTE RESOLUTION

32. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of South Australia, without any reference to conflict-of-laws principles.
33. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of South Australia, to the exclusion of any other courts without giving effect to its conflict of law's provisions or the Exhibitor's actual state or country of residence.

## EDITING, DELETING AND MODIFICATION

34. Amendments to this Agreement can be made and effected by the Committee from time to time without specific notice to you.
35. The Committee may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in their sole discretion, by posting a notice or a new agreement on the Website. Your continued participation with the Exhibitor Site Application following our posting of a change notice or new agreement on our Website will constitute binding acceptance of the change.
36. The Agreement posted on the Website reflects the latest Agreement.

## EMERGENCY EVACUATION OF SITE

37. Muster location: The area between The FARM Centre (Southern side) and The Pavilion under the trees. Once assembled onto the area, the general public are to wait for further instruction over the public address (PA) system.
  
38. Exhibitors / Caterers to assist by:- Explaining to the general public what is going on and evacuate their site and locking down their tents, so that nobody can go back inside. The pavilion supervisors will clear the pavilion and lock it down until they have been advised that it is safe to return.

## ERECTION OF STRUCTURES

39. Exhibitors shall conform to the requirements of any Act of Parliament which may govern the erection of structures, displays and/or other products or goods of the Exhibitors, and the regulation by-laws and ordinances made under such an Act.

## EXCESSIVE NOISE

40. The use of amplifiers and loud speakers is strictly prohibited unless otherwise arranged with the Committee.
  
41. The Committee reserve the right to amend operating conditions as specified at any time and to regulate the use of machinery on static display Exhibitor sites, which in their opinion produces excessive noise.

## EXHIBITORS PASSES

42. Exhibitors will receive one free two day pass which each site application.
  
43. For ease of admission through the gates, 2-day passes are available at \$25.00 inc GST. These can be purchased prior to the Field Days.

## FOOD

44. On Thursday light lunch and refreshments will be available on site during the day. Evening meals will be available for Exhibitors on Thursday and Friday at the football clubrooms from 5.30pm.

45. Breakfast will be available from 7.00am - 9.00am Friday and Saturday in the stall holder lounge located within The FARM Centre

46. There will be numerous local organisations working together to provide meals for Exhibitors, and they look forward to your continued patronage.

## GENERAL INTEREST SECTION

47. The FARM Centre opening and closing times:

- Thursday 9.00am–7.00pm setting up
- Friday 7.30am– 5.00pm
- Saturday 7.30am–5.00pm.

48. All Exhibitors to be set up and ready for business by 8.00am Friday.

## ICE

49. Ice can be ordered on the Exhibitor Application form. If you require more ice during the Field Days, please contact the Secretary.

## MISCELLANEOUS

50. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

## NO DOGS ALLOWED

51. Due to public health and safety issues, no dogs will be allowed on the Light Regional Farm & 4x4 Expo site, with the exception of Guide Dogs and Hearing Dogs.

## NON-WAIVER

52. Failure of the Committee to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the Light Regional Farm & 4x4 Expo may have, nor shall it be construed as a

waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

53. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

## PHOTOGRAPHERS

54. Our Official Photographers will be taking photos during the Field Days. If you do not wish to be photographed or would like a copy of the photo, please let them know.

## POSTPONEMENT OR CANCELLATION

55. In the event that it should be found necessary or expedient to cancel or postpone the Light Regional Farm & 4x4 Expo a notice of such cancellation or postponement will be published on the Website at the earliest practicable time subsequent upon such cancellation or postponement, and the Light Regional Farm & 4x4 Expo shall not be liable to any Exhibitor for any compensation whether on the ground of loss of profits or otherwise in respect of such cancellation or postponement, and the Exhibitor shall not be entitled to any refund or payment of any monies paid by the Exhibitor in relation to the said Light Regional Farm & 4x4 Expo.

## POWER

56. Exhibitors must supply 15amp extension cords with current test tag. Testing and tagging can be done by an electrician at the Secretary's Office at a cost of \$15 per tag. Contact the Secretary if you are unsure of the length of cord required.

## PRINTED EXHIBITOR ADVERTISING MATERIAL

57. All Exhibitor advertising, which includes but is not limited to; sandwich boards, banners, leaflets, flyers, pamphlets etc are only permitted within the Exhibitor's site boundary. The aerial dropping of leaflets over the Light Regional Farm & 4x4 Expo is strictly prohibited.
58. Banners and sandwich boards found outside the Exhibitors' site boundaries will be removed by the Committee and may be retrieved from the Secretary's Office after 5.00pm on Saturday.
59. The Committee shall have the power to enter upon the area on which the Light Regional Farm & 4x4 Expo are being conducted at any time and remove any articles, signs, pictures, or printed matter, which in their opinion may be a cause of offence to the public or the officials of the Committee or which the Committee deems inappropriate.



## PUBLIC ADDRESS (PA) SYSTEM

60. This service is available for Committee announcements, advertising and for emergency paging.

## PUBLIC ADMISSION

61. General public will be admitted from 9.00am to 5:00pm on both Friday and Saturday of the Field Days

## PUBLIC LIABILITY INSURANCE

62. All Exhibitors and site sharers must hold their own Public Liability Insurance with an indemnity of not less than \$5 million covering them against occurrence attributable to their activities or the activities of any person for whom they are directly responsible.

## Exhibitor Terms and Conditions

63. An Exhibitor who chooses not to have this insurance will not be allocated a site. Compulsory Insurance is not a decision of the Committee but is a direct request of all insurance companies involved in public events. Please supply policy details on Application form.
64. The Light Regional Farm & 4x4 Expo shall not be liable for any loss, or damage to any Exhibitors' property.

## PUBLIC SERVICES AVAILABLE

65. SA Ambulance, CFS, Police, EFTPOS.
66. Black and white photocopying at 20c per page, and colour photocopying at \$1.00 per page. Fax 20c per page. Laminating \$1.00 per page is available at the Secretary's Office.

## RAFFLES

67. No Exhibitor shall conduct or permit or suffer to be conducted in the area of the Field Days any raffle, competition or game without prior written consent from Light Regional Farm & 4x4 Expo.

## RAMP

68. An unloading ramp will be available on the field day site.

## REMOVAL OF EXHIBITS

69. IN THE INTEREST OF PUBLIC SAFETY, EXHIBITORS ARE NOT TO VACATE SITES BEFORE 5.00PM SATURDAY. SECURITY STAFF WILL ENSURE THAT NO VEHICLES WILL ENTER OR EXIT THE SITE BEFORE THIS TIME.
  
70. All Exhibitors must have their displays and stock removed from the Light Regional Farm & 4x4 Expo site within three days of the Light Regional Farm & 4x4 Expo finishing. The Committee reserves the right to remove any exhibit remaining on the Field Days site after this time and will be charging a \$50 per day storage fee.
  
71. Exhibitors are responsible for the condition of the area allotted to them during the duration of the Light Regional Farm & 4x4 Expo, and upon the completion of such Light Regional Farm & 4x4 Expo, Exhibitors shall clean such area to the satisfaction of the Committee, this includes the removal of all manure and straw. Noncompliance will incur a fee of \$50.

## RUBBISH REMOVAL

72. Rubbish will be collected from sites for the duration of the Light Regional Farm & 4x4 Expo.
  
73. All packing cardboard and other rubbish is to be placed outside your site or the pavilion for collection and recycling.

## SAFETY

74. Exhibitors are recommended to have on site:
  - One small fire extinguisher
  - One fire blanket
  - One small first aid kit.

## SECURITY

75. Security will be provided by a professional licensed security firm, from 5.00pm to 8.00am on Wednesday, Thursday, Friday and Saturday. All gates will be locked at 7.00pm. The Light Regional Farm & 4x4 Expo shall not be held liable for loss or damage of Exhibitors' property while on the Light Regional Farm & 4x4 Expo site. All gates will be manned by Security until 5.00pm Saturday. Daytime security will also be provided on Friday and Saturday.
  
76. Exhibitors will not be permitted to stay overnight on site.

## SITES

77. All Exhibitors must report to Secretary's Office on arrival for allocation of site.
78. Exhibitors must before digging any holes or driving any objects into the ground, seek permission from the Secretary to ensure that there are no underground power cables or water pipes which could be damaged or cause injury to the Exhibitor or their staff. All damages caused by Exhibitors or their staff will be repaired at full cost to the Exhibitor.
79. Markings will indicate underground power cables and pipelines. No objects are to be driven into the ground within one metre of these lines.
80. Exhibitors will be liable for damage incurred on site.

## SITE BOUNDARY

81. All tent pegs must be covered and be within the perimeter of the site. The Exhibitor's display shall not extend over the boundaries of their site, nor may they tout for patronage outside their boundary.

## SITE SHARING

82. A \$50.00 fee for each site sharer applies. Site sharers must supply details of their public liability insurance. Unauthorised site sharers may be asked to leave.
83. For an alternative EFTPOS solutions please contact your financial institution regarding mobile EFTPOS facilities.

## TENTS

84. Tents are not available from the Committee and need to be pre-ordered. Exhibitor's tent(s) must fit completely within their site boundary. The Committee has the right to refuse the erection of any tent that does not fit within the Exhibitor's site boundary.

## TRESTLES AND CHAIRS

85. Trestles and chairs are available from the Committee and need to be pre-ordered through your site application form. They will be available from Wednesday March 23<sup>rd</sup>.

## UNMANNED AERIAL VEHICLES (DRONES):

86. The use, including demonstrations of drones onsite and in the carpark during the Field Days is strictly prohibited.

## VEHICLE ACCESS

87. ALL VEHICLES MUST BE OFF SITE AFTER 8.00am on Friday 25<sup>th</sup> and Saturday 26<sup>th</sup> March. Prior to 8.00am, vehicles access is permitted provided a valid Exhibitor Vehicle Pass is displayed in the vehicle windscreen.
88. One free Vehicle Pass per site will be allocated. Extra passes for additional vehicles are available from Secretary for \$20, at the Secretary's discretion.
89. If the vehicle is to be a part of Exhibitor's exhibit, the Exhibitor must apply for a Special Pass to allow them to keep their vehicle on site. The vehicle must remain within the Exhibitor's site boundaries between 7.30am-5.00pm Friday and 7.30am-5.00pm on Saturday. Exhibitors not complying will have their vehicle towed from their site and charged a fee of \$50.
90. All gates will be locked until 5.00pm on both days. Vehicles will not be permitted on grounds before 5.00pm, Friday 25<sup>th</sup> March and Saturday 26<sup>th</sup> March. Security Staff will be manning all gates to ensure that no vehicles will enter or exit the site before this time.
91. Vehicle movements around the Field Day site is strictly prohibited between 8:00am and 5:00pm on Friday and Saturday. Exhibitors will be allowed to move their vehicles and start packing up their site after 5pm after they hear the following closing announcement over the PA system: "the Light Regional Farm & 4x4 Expo has now come to a close. Pedestrians please be cautious moving around the Field Day site as vehicles are now permitted to move around the site" or words to that effect.
92. Express permission must be sought from the Secretary for early departure arising from an unforeseen event. Any representations made at the entry gates by volunteers to Exhibitors are not binding. The granting of permission is at the sole discretion of the Light Regional Farm & 4x4 Expo Secretary. If permission is granted, the vehicle will be chaperoned off the Field Day site by a courier vehicle.

93. Exhibitor vehicles will be admitted to the grounds from 5.00pm Saturday to pack up their displays.
94. Exhibitor parking is provided off site (Sponsor parking available on site). Exhibitors' car parking areas are adjacent to the ground.

## VEHICLES NOT PERMITTED

95. No bicycles, scooters, golf carts, ATVs or the like are to be used by the Exhibitors to drive around the Light Regional Farm & 4x4 Expo site.

## WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

96. The Light Regional Farm & 4x4 Expo will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if they have been advised of the possibility of such damages. The Light Regional Farm & 4x4 Expo make no express or implied representations with respect to the Program or any products sold and/or offered on our Website. In addition, the Light Regional Farm & 4x4 Expo make no representation that the operation of their Website will be uninterrupted or error-free, and the Light Regional Farm & 4x4 Expo will not be liable for the consequences of any interruptions or errors.

## WATER TO SITES

97. Free water deliveries are available to Exhibitor sites until midday on both days. Exhibitors are to provide enough water containers to hold one day's water requirements. A tap is available upon request to the Secretary's Office but must be returned by 5.00pm, Saturday. Exhibitors using a tap will need to bring their own hose with one inch fittings.