



# TRADE EXHIBITOR TERMS & CONDITIONS

## 1. Definitions

Application means the Show's Trade Application Form which Exhibitors (and/or sub-let exhibitors) complete and return to the Society to apply for a Site at the Show binding them to these Terms.

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

Show means the Wānaka A&P Show.

Showgrounds means the location on which the Show is held in Wānaka.

Site means a trade site to exhibit goods/services at the Wānaka A&P Show.

Society means the Upper Clutha A&P Society and includes any authorised officer appointed by the Society.

Terms means these Terms & Conditions.

Trade Prospectus means the Show'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 Society may accept or decline any Application at its sole discretion.
- 2.3. Exhibitors can invite, one other company or individual (sub-let exhibitor) to share their Site. Sub-let Exhibitors must complete a separate Application and forward the sub-let fee of \$200 (plus GST) with their Application. If no fee is paid by the sub-let Exhibitor, then the \$200 (plus GST) will be charged to the Exhibitor. A person or company must exhibit on their site or the Society will take back ownership of that site. Sub-let exhibitors must not use more than 30% of the site.
- 2.4. No Exhibitors can move to any other Site or area other than what has been allocated to them by the Society. Any person infringing regulations without permission in writing from the Society will incur expulsion from the Show.
- 2.5. The Society will endeavour to offer Exhibitors their preferred location each year, but this cannot be guaranteed. Changes to the Showgrounds, growth of the Show and other unforeseen circumstances may alter layout and may have an impact on this, the Society does not sell corner Sites or through Sites. To request the same location as last year, Exhibitors must complete the application by 31st August 2024. The Society reserves the right to move any Exhibitor as it deems appropriate due to zoning, or site requirements.
- 2.6. The Society refuses the right to offer multiple locations to an exhibitor, even if showcasing multiple brands under it's ownership.

## 3. Payment

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

- 3.2. All Site fees must be paid in full no later than the invoice due date to fully confirm a Site. If full Site fees are not received from the Exhibitor by this due date the Society may offer the Site to another Exhibitor.

## 4. Show days

- 4.1. The Show will be open to the public from 8:30am to 5pm on both Friday 7th and Saturday 8th March 2025.
- 4.2. Exhibitors must have their Sites fully operational during these advertised public opening hours of the Show. Exhibitors must have personnel in attendance between the hours 8.30am to 5pm Friday and Saturday. No Exhibitor's display to be removed from the Showgrounds until after 5.30pm Saturday in view of safety.
- 4.3. Exhibitors acknowledge that public safety is of paramount importance and will ensure all care is taken while setting up and dismantling their Site.
- 4.4. Restocking of Sites can only be done from 5.30pm to 7.30pm on Friday evening and before 8am on Saturday morning.
- 4.5. All exhibitors must be off of the show grounds by 7.45pm.

## 5. Exhibits

- 5.1. The Society, 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 Society.
- 5.2. Exhibitors must display their company name somewhere clearly on their signage or site.
- 5.3. The showgrounds will be marked out the week preceding the show and exhibitors will be able to set up from Wednesday 5th March or by prior arrangement with the Show.
- 5.4. All Sites will be measured using the Society's measuring wheel. This measuring wheel will be the official measurement tool for the Sites. Exhibitors must keep all property (including signage) within the parameters paid for. Any site creep will be oncharged and may result in a future application being denied.
- 5.5. All Exhibitors must check the hazard map prior to driving pegs. If an Exhibitor causes damage to any underground services, they will be liable for all costs to repair the damage.
- 5.6. The sale or use of firearms, ammunition, or toys/replica versions are strictly prohibited within the Showgrounds.
- 5.7. All Exhibitors must check their surroundings prior to erecting structures, to avoid damage to the Showgrounds (e.g. trees, bushes, fences). Exhibitors will be liable for all costs to repair the damage.

## 6. Animals

- 6.1. Any cattle or deer included as part of a Site must have completed all TB testing requirements as per Animal Health Board TB testing regulations. All stock must be identified as per NAIT requirements (see [www.nait.co.nz](http://www.nait.co.nz)).
- 6.2. The Upper Clutha A&P Society NAIT number is registered as 480901



- 6.3. Any Exhibitor intending on including sheep as part of a Site must submit a Brucellosis Certificate with their Application.
- 6.4. Any Exhibitor intending on including alpacas/llamas as part of a Site must belong to a clear TB herd where whole herd testing is performed in accordance with the AANZ Voluntary TB Scheme and the Exhibitor must include a TB Certificate for such alpacas/llamas with their Application.
- 6.5. All Exhibitors with animals must comply with MPI Animal Welfare Guidelines to ensure all livestock are treated in accordance with good animal welfare practices including adequate shelter, feed and water as required, provision of a rest area and limited time on display.
- 6.6. With the exception of guide dogs for the vision impaired, service dogs for medical or disability requirements and working dogs involved in official demonstrations, no dogs are permitted within the Showgrounds.
- 6.7. Good animal husbandry practices must be displayed or Show staff may ask you to remove exhibit in question.
- 6.8. All Livestock (competition, exhibition, service) within the boundary of the A&P Show grounds will be covered under our A&P Animal Welfare policy.
- 6.9. All Livestock (competition, exhibition, service) within the boundary of the A&P Show grounds will be covered under our A&P Animal Welfare policy.
- 6.10. Ground Jury comprises the following personnel - A&P President, Head of relevant Section & Steward.
- 6.11. Incidents concerning welfare shall be reported to the Steward who then reports to the Vet. Animal is seen to, vet gives the Ground Jury a recommendation and the final decision is made by the Ground Jury.

## 7. Electricity

- 7.1. If an Exhibitor requires power, details of such requirements must be completed with the Application. A fee is charged for each Site needing power.
- 7.2. 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.
- 7.3. All portable electrical equipment on Site must have a current electrical test and tag, which demonstrates compliance with NZS3760 wiring regulations, to the satisfaction of the Society. All catering Exhibitors (food caravans etc) must have a current electrical WOF NZS3019.
- 7.4. Generators provided by exhibitors are prohibited unless prior approval is issued by the Society's management team.

## 8. Exhibitor Warranties

- 8.1. All exhibitors 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 Society's policies, procedures and requirements, as advised by the Society 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 their conduct will not bring discredit to the Show or the Society or cause any nuisance or disruption to the Show or the Society;
  - 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.
  - f. they will be polite and courteous to other exhibitors, volunteers and Show staff at all times.

## 9. Insurance

- 9.1. All property of an Exhibitor is brought into the Show at

the risk of the Exhibitor. Exhibitors must hold personal insurance cover for their own property.

- 9.2. All Exhibitors must take out and maintain during the Show the following policies of insurance with a reputable insurer:
  - a. public liability insurance for an amount not less than \$1,000,000; 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.

## 10. Security and Vehicles

- 10.1. Exhibitors acknowledge that the maximum driving speed inside the Showgrounds is 10km and agree to at all times exercise extreme care.
- 10.2. Any Exhibitors equipment which may damage the grounds must cease all operation/movement until options are discussed with the Grounds Team.
- 10.3. Vehicles must not block access ways at any time. Any vehicle the Society deems blocking an access way may get towed at the Exhibitor's risk and expense.
- 10.4. The Showgrounds will be patrolled by security guards during the hours between 6pm to 7am on Wednesday, Thursday, Friday, Saturday and until 8am on Sunday. However, the Society accepts no responsibility for loss or damage to property.

## 11. Exhibitor Admission

- 11.1. Trade wristbands are issued once full payment has been received by an Exhibitor. Trade wristbands are allocated per Site size (see Trade Prospectus) and Exhibitors can download their allocated tickets online.
- 11.2. Additional wristbands may be purchased online via the exhibitor portal at the time of application.
- 11.3. No entry is permitted to the Show without a ticket.

## 12. Health and Safety

- 12.1. All Exhibitors must check in at the Trade Office on arrival and Exhibitors must at all times follow the instructions of Show officials.
- 12.2. Exhibitors must complete a Health and Safety declaration prior to attending the Show and attend an online Health and Safety briefing.
- 12.3. 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, the display and/or sale of machinery, vehicles and/or other products or goods of the Exhibitors.
- 12.4. Exhibitors are responsible for Health and Safety at their Site, by identifying, eliminating and minimising any potential hazards to staff, volunteers, contractors and public.
- 12.5. Exhibitors are responsible for preparing and monitoring a Health and Safety audit for their Site.
- 12.6. Exhibitors are required to have suitable, approved fire extinguishers on their stand at all times.
- 12.7. Any fire or BBQ appliance used by an Exhibitor must be fire safe compliant.
- 12.8. Any Exhibitor using a heating appliance or apparatus must provide an appropriate non-flammable separation area of at least 2 metres wide between the public and the apparatus.
- 12.9. Exhibitors acknowledge that the Wānaka A&P Show is a smoke free event.
- 12.10. No Exhibitor shall install or maintain any LPG container greater than 10 kg. All compressed gas cylinders must at all times be certified, secured against tipping and must have snap couplings.



- 12.11. Each Exhibitor must keep all display equipment and signs within their allocated Site boundaries.
- 12.12. All tent and marquee pegs must be covered with sandbags or shrubs as must other dangerous spikes or protruding objects.
- 12.13. Exhibitors must ensure that they keep walkways clear and no dangerous equipment or chemicals are accessible to the public.
- 12.14. The First Aid Station is located beside the Rugby Club Pavilion and on Pembroke Park.
- 12.15. All Accidents, incidents and hazards. Refer to the Health and Safety Policy.
- 12.16. The Society may inspect a Site from time to time. The Society 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 Society. The Society 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 Showgrounds 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 Society closes a Site as a result of this clause.
- 12.17. Vendors operating amusements must fill out a Form 4: Amusement Device Regulation available from Queenstown Lakes District Council and submit with applicable fee before the Show begins.

### 13. Food and Hospitality

- 13.1. Exhibitors providing hospitality food must either contract a licensed food provider and supply their registration certificate, or alternatively apply for a Show Food Licence upon site application if Exhibitor is providing food made by a non registered provider.
- 13.2. The Exhibitor acknowledges that the Society has adopted a "No glass" policy for Exhibitors offering hospitality.
- 13.3. The sale of food or confectionery lines, other than from approved outlets is prohibited.
- 13.4. 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 Society.

### 14. Liquor/Alcohol

- 14.1. Any exhibitor intending to serve alcohol must read "Important Information" in this prospectus and notify the intention on the Trade Application. Late applications to serve alcohol may not be accepted.
- 14.2. For Off-Licence liquor applications, please contact Queenstown Lakes District Council on 03 443 0024 or email services@qldc.govt.nz.
- 14.3. No alcohol can be served or supplied outside the permitted Liquor Licence times.
- 14.4. No opened alcohol is allowed off any Site.
- 14.5. All trade sites supplying liquor must have a 'responsible person' or duty manager on site all all times in which liquor is provided.

### 15. Advertising

- 15.1. Any Exhibitor interested in sponsorship and advertising opportunities should contact the Society.
- 15.2. 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 Society will be removed.

### 16. Signage, Structures, and the Building Act

- 16.1. No Exhibitor shall erect scaffolding above the height of two metres for the purpose of signage. The Society 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 the security fencing.

- 16.2. Exhibitors must comply with the Building Act 2004 (Act), including any regulations or amendments to the Act. Exhibitors who propose to erect a temporary structure (for example tents, marquees, and similar lightweight structures) with a floor area of 100 square metres or more on their Site are required to apply for, and obtain the necessary temporary building consent from the relevant local authority (contact: Queenstown Lakes District Council, phone: 03 450 0300, email: enquiries@lakesenv.co.nz). Exhibitors must supply proof of approved consent to the Society before commencing building works and must provide this to the Society upon request.

### 17. Use of Exhibitor Information and the Privacy Act

- 17.1. By completing the Application, the Exhibitor agrees and acknowledges that:
  - a. Exhibitor details can be used as part of the Society's information;
  - b. Exhibitor details can be made available to the media for use in compiling the Show newspaper supplements, for human interest stories, as well as for programme preparation and for the Society to use in promotional and educational material about the Show;
  - c. Exhibitors details can be made available to nominated companies that exhibit resource materials, where the Society believes them to be reputable.
  - d. Exhibitor details given to the Society on the Application will be directly transferred and used as the company listing in the Trade Exhibitors list in the Show programme. Exhibitors should clearly state the correct company name which will be publicised;
  - e. Exhibitors give consent to the Society to take and use photographs, images and any video footage of the Exhibitor, or the Exhibitor's Site during the Show in perpetuity in any media without payment to the Exhibitor.
- 17.2. All personal information provided by Exhibitors on the Application will be held by the Society. Under the Privacy Act 1993, Exhibitors have the right to access and correct their personal information.

### 18. Removal

- 18.1. Exhibitors agree that they will not commence dismantling their Site or remove any displays from the Showgrounds until after 5.30pm Saturday.
- 18.2. All Sites are to be returned to the original condition. Displays must be completely removed from the Showgrounds by 4pm on the Monday after the Show. Exhibitors acknowledge that security finishes at 8.00am on Sunday after Show.
- 18.3. Exhibitors whose items remain on the property after 4pm on the Monday after the Show 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 Showgrounds.
- 18.4. Exhibitors must take special care while setting up and dismantling their display as public and young children are walking freely in the area. All work carried out must be in accordance with our Health and Safety Policy and only people qualified and skilled to undertake the work must be authorised to do so.
- 18.5. Any contamination or damage to a Site caused by an Exhibitor will be the responsibility of the Exhibitor to rectify (i.e. removing gear, machinery, equipment, bark, marquees etc). If the Society 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.
- 18.6. Any Exhibitor leaving rubbish or other property on a Site or anywhere in the Showgrounds will be liable for a fine of \$500 (plus GST) as well as the cost of removing the rubbish/property. If necessary, Exhibitors



should arrange for the removal of their rubbish including hay, plants and pallets via Bis at Wānaka Wastebusters on 443 8606 and pay the appropriate fee directly to Wānaka Wastebusters for this service.

#### 19. Termination or Cancellation

- 19.1 Exhibitors may be given a warning for any breach of the terms and conditions, or face immediate shut down, decided by the severity of the breach. If exhibitor has multiple warnings, future Show applications may be declined.
- 19.2. 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 Society's policies, or otherwise be in breach of these Terms, the Society 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 Showgrounds in accordance with the Society's directions.
- 19.3. The Society reserves the right in its sole discretion to cancel or to postpone the Show (and the operation of these Terms) by notice in writing. The Society shall not be liable to the Exhibitor for any loss, damage, or compensation whatsoever arising out of the cancellation or postponement of the Show.
- 19.4. If the Show is abandoned or postponed due to any reason beyond the control of the Society, the Society 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 Society.

#### 20. Exhibitor Cancellation

- 20.1. If an Exhibitor should cancel or terminate a Site booking:
- prior to 31 December 2024, any refund shall be at the Society's discretion, notwithstanding that a portion shall be retained to repay expenses/costs;
  - on or after 31 December 2024, the Society will retain all monies received and reserves the right to pursue any further payments.
21. No Representation and Limit of Liability
- 21.1. The Exhibitor participates in the Show at its own risk and after undertaking its own due diligence regarding the Show.
- 21.2. The Exhibitor acknowledges that the Society does not make any representation or give any warranty with respect to the Show, including as to the success or profitability for the Exhibitor in participating in the Show, the number or type of clientele that will visit the Show and/or the suitability of their exhibit/products for the Show.
- 21.3. To the extent permitted by law, the Society excludes all warranties regarding the Site and/or the Show whatsoever.
- 21.4. The Society's liability under these Terms is limited to the fees actually paid by the Exhibitor to the Society. In no circumstances will the Society 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 Show.
- 21.5. All refunds are minus the administration fee/s.

#### 22. Indemnity

- 22.1. The Exhibitor shall be responsible for, and shall indemnify the Society from and against liabilities, losses, damages, claims, costs and expenses incurred directly or indirectly in connection with:
- the Exhibitor's operation of the Site at the Show and/or participation in the Show;
  - the sale and/or distribution (whether for payment or otherwise) of any products by the Exhibitor on the Site;
  - any act or omission of the Exhibitor;
  - any breach of any laws by the Exhibitor; and

- any breach of these Terms by the Exhibitor.

#### 23. Force Majeure

- 23.1. The Society 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 Society 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 Show. The Society 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.
- 23.2. For the purposes of clause 23.2 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 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.

#### 24. Miscellaneous

- 24.1. 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.
- 24.2. 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.
- 24.3. The Society may assign its rights and obligations under these Terms to any person without the consent of the Exhibitor.
- 24.4. 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.
- 24.5. When two or more persons are parties to these Terms, the Terms shall bind them jointly and each of them separately.

**The Show reserves the right to close the Showgrounds at any time due to weather or any other circumstances deemed to pose a risk to the safety or wellbeing of the public or grounds. Exhibitors must cease trading/activities and adhere to further instructions from the Management Team.**

**If exhibitors are found in breach of any of the above Term's and Condition's, appropriate actions will be taken at the discretion of the Society. This may include, but is not limited to; immediate exhibitor stand closure during Show, verbal or written warnings from Show team and future application to exhibit being declined.**

