

# Important information

## exhibiting conditions



### The Parties

The Parties are The Event Organiser and the Trade Site applicant specified by the signatories in Schedule 1 of these Terms and Conditions.

### The Event Organiser

The Event Organiser is Show Jumping Hawkeø Bay Inc or its nominee.

### Trade Sites

The location and layout of the Trade Sites are shown in Appendixes 1-5 of these terms and conditions.

### Important Trade Exhibitors Dates

30 September 2011ø Preference bookings close  
01 November 2011ø Preference booked trade site allocated  
20 November 2011ø Invoices posted out  
20 December 2011ø Final payment due  
20 December 2011ø Cancellation and Terminations (see page 8)  
9 March 2012ø No freight to arrive at Showgrounds prior to this date  
13 March 2012ø Exhibits set up  
19 March 2012ø Exhibits completely removed  
1 July 2012ø 33% down payment for 2013 site reservation

### Trade Site set up and breakdown information

#### Monday 12 March

Set up for all sites begin at Hawkeø Bay A&P Show grounds.

#### Monday 19 March

Breakdown of all sites at Hawkeø Bay A&P Society Show Grounds must be completed by this date.

**Note:** Sites not cleared within the breakdown period above will incur penalty fees and costs of clean up. Please refer to of the Exhibiting conditions.

### Trade Site Exhibitors

#### Fees

Fees are the rental payable for the right to occupy a trade site and exhibit at the Horse of the Year Show.

#### Force Majeure

øForce majeureø means anything outside the reasonable control of the Parties, including acts of God, natural events (including fire, flood, storm or other natural disaster), and civil emergencies, strikes by employees of third parties, acts of omissions (including laws, regulations, disapprovals or failures to approve) of any central or local government, or central or local government agency, but does not include:

1. Any event which the affected party could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost: or
2. Strike lockout work stoppage or other labour hindrance by employees of a party.

### Show Infrastructure

Show infrastructure includes, but, is not limited to the A&P Show Ground, including permanent and temporary structures above and below ground level, temporary marquees, fences, signage, vehicles and equipment supplied to facilitate the establishment of the Horse of the Year structures, establishment and equipping of Trade Sites.

### Trade Site Reservations

1. Reservations for trade site can be done using the Application Form (Schedule 2) attached to these Terms and Conditions.
2. No trade sites will be booked without the deposit specified on the Application Form. This amount is non-refundable after 20 December 2011.
3. All prices state are GST exclusive.
4. The Event Organiser may accept or reject trade site applications and reservations.
5. Trade Site applications are confirmed upon full payment being received by the Event Organiser prior to 20 December 2011.
6. Non Sponsor Trade sites will be allocated on a first come first served basis upon receipt of completed reservations forms (including deposit).
7. The Event Organiser reserves the right to allocate sites for Exhibitors where it is deemed most appropriate.

Note: Where a Trade Site Exhibitorø preference cannot be met, the Event Organiser would typically discuss location options with the Exhibitor applicant.

### Reserving Sites for 2013 Show

1. Trade Site Exhibitors may apply to reserve a trade site(s) through confirmation of their intention to occupy their site for the following year by paying a 33% down payment on the full site cost no later than 1 July 2012.
2. Non reserved sites will be placed in the øpoolø and available on a first come first served basis.

### Assignment and Sub-letting

Assignment or subletting of Trade Sites is not permitted.

### Trade Site Sharing

1. Exhibitor applicants may share a Trade Site, subject to a Principal Trade Site Exhibitor applicant fulfilling Trade Site application requirements and completion of the shared confirmation form (Schedule 3) of these Terms and Conditions.
2. Subordinate Trade Site Exhibitors are required to complete the shared confirmation form (Schedule 3) of to these Terms and Conditions.
3. The Principal Trade Site Exhibitor will be the contact and reference point for the Event Organiser
4. Promotion display or exhibition of any business that is not a Trade Site Exhibitor, and has not paid any fee to the Horse of the Year Show, is prohibited.
5. A sharing partner is a non-wholesale business whose product or service the Principal Trade Exhibitor does not normally stock. The Event Organiser reserves the right to classify a trade exhibitor as a sharing partner.

# Important information

## exhibiting conditions



### Signage and Promotion

1. Trade Site Exhibitor signage must not extend beyond the area immediately in front of Exhibitor's Trade Site, and must not inhibit access.
2. The Event Organisers reserve the right to remove any inappropriate signage.
3. Only signage authorised by the Event Organiser is permitted to be placed on the grandstand, or on the arena fencing.

### No Dogs

1. Dogs are not permitted at the Horse of the Year Show or on the A&P Show Ground facility.

### Control of Exhibits (Products and Services)

1. The Event Organiser may accept or reject any application for exhibiting rights.
2. As Horse of the Year is the pinnacle of the New Zealand equestrian calendar, the intent of the Show is to promote equestrian and ancillary sectors.
3. The Event Organiser reserves the right to require only products and services relating to equestrian and ancillary sectors be exhibited around the Premier, Dressage and National arenas.
4. Trade Site Exhibitors may apply in writing to exhibit products and/or services beyond equestrian and ancillary sectors around the Premier, Dressage and National arenas
5. The Event Organiser reserves the right to require a Trade Site Exhibitor to immediately remove any particular product or service (whether in whole or in part) from the Horse of the Year Show where the Event Organiser is satisfied in their absolute discretion that an authorised party has made a substantiated claim to the Event Organiser that the Trade Site Exhibitor does not have the authority to deal with the particular product or service in trade.
6. All Trade Site exhibits at the Horse of the Year must be in as new condition.
7. The Event Organiser, at their sole discretion, may permit the offering for sale of equipment and/or goods not in as new condition upon written application by the Trade Site Exhibitor.
8. The Event Organiser reserves the right to enter a trade site at any time and remove any article, sign, or printed matter which may cause offence to the public, or is not in keeping with the requirements of the Horse of the Year Show.

### Trade Site Operation

1. The release of material into the air including flying of balloons, blimps etc is not permitted in Trade Sites located around the Premier or Dressage Arenas.
2. Trade Site Exhibitors must keep all display equipment, merchandise and products within their allocated Trade Site boundaries.
3. Trade Site Exhibitors may promote and take orders from their stands. The selling and uplifting of goods sold from stands is permitted, provided that Exhibitors replenish stock and do not deplete Trade Sites of merchandise and products.

4. Onsite activities are permitted but Exhibitors shall not conduct any raffle, competition, game, or sell by auction, without written approval from the Event Organiser. The distribution of any form of promotional material or other forms of marketing outside of the Exhibitors site boundary is prohibited.
5. Trade Sites Exhibitors must ensure sites are manned and are responsible for the condition of their site for the duration of the Horse of the Year Show.
6. Trade Site Exhibitors may apply in writing to provide light refreshments at their site. Exhibitors are prohibited from charging for these light refreshments.  
Note: Tea or Espresso coffee is not to be sold or given away.
7. Alcoholic beverages shall not be sold anywhere for cash or exchanged for vouchers except in the Event Organiser's controlled areas.

### Cash Handling and EFTPos

1. The Event Organiser accepts no responsibility for the provision of cash handling and/or EFTPos facilities on behalf of Trade Site Exhibitors.

### Noise

4. Trade Site Exhibitors must apply in writing to the Event Organiser for permission to use amplifiers or loud-speakers at the Horse of the Year Show.
5. Loud or noisy activity must not offend neighbouring Trade Site Exhibitors, or inhibit competition.

### Rubbish

1. Trade Site Exhibitors are required to dispose of rubbish into the waste and recycling facilities provided. Trade Sites with visible rubbish will be charged \$100 per disposal.

### Trade Site Power Usage Electrical Surcharge

1. The Show charges for power are set out below. You must indicate on your trade application if needing power.
2. Power per site \$250.00 +GST
3. There will be one 10amp single phase power supply per trade site. There will be power supplied to within 25m of your trade site, **so please bring 1 x 25m extension lead and multi box**. If you require more than 10amps single phase for your trade site, please contact the HOY office with your exact power requirements. A representative from Hirequip and/or HOY office will contact you.
4. Subject to supply availability you will require 1 x 25 meter 1.5mm<sup>2</sup> extension leads. If you require additional electrical supply Hirequip may be able to provide a number of single phase connections or you may need to hire a 3 phase distribution board. If special cables are required, then the costs will be charged on to the Exhibitor.
5. Distribution boards may be required where Exhibitors have a variety of power requirements and are in the high power user bracket, to improve your load efficiency. Distribution boards can be hired from Hirequip. Exhibitors that require more than 48amps (irrespective of the number of sites) can contact the Hirequip Show Director for the provision of silenced generators. This should be done as soon as possible because silenced generators are of limited availability.

# Important information

## exhibiting conditions



### Exhibitors must pay of the cost of silenced generators.

1. Exhibitors must pay for the cost of silenced generators.
2. In cases where the Exhibitors have not declared their power requirements and have not paid their power usage fee as described by 1 February 2012 may have their supply declined by the Event organizers.

*NOTE: Exhibitors will be monitored during the event to ascertain their power usage. Any Exhibitor exceeding their level may trip the circuit breaker and will be charged a penalty in addition to the fee. They may also be disconnected. It is important to assess your likely power consumption when booking your site.*

3. It is the Exhibitors responsibility to arrange all electrical equipment on their site. All electrical equipment on site must comply with Australian/New Zealand standard 3002:2002.
4. All electrical work on any exhibit is to be carried out only by a qualified electrical tradesman who must furnish the Organizers' with a compliance certificate. We recommend all electrical work be contracted to our site electricians. The Event Organizer must be forwarded prior advise of all electricians likely to be doing work on site.

### Helpful hints to determine your supply requirements.

1. Identify all electrical appliances, motors, lights, coffee urns, etc intended to be used on your site(s)
2. Check their specifications or labels for current usage (i.e.amps). Typically a heater uses 10 amps (2,300 watts) and a single 1,450 watt bulb uses 0.75amps.

### Entrance Passes

Trade Site Exhibitors will be issued with three(3) entrance passes per 6m x 3m trade site, or four(4) entrance passes per 5m x 5m or 10m x 5m trade site to provide for access to the Horse of the Year Show. Additional Show entrance passes may be purchased from the Show Administration office.

### Vehicles Passes and Traffic Movements

1. Trade Site Exhibitors will be issued with two(2) vehicle passes per Trade Site booking. Vehicle passes are required to be displayed in a prominent position within vehicles for access into the A&P Show Grounds.
2. A designated area will be made available for Trade Site Exhibitors' vehicles. Vehicles are not permitted to be parked within or around the Trade Site area.
3. Vehicles parked outside designated parking areas will be removed at the owner's risk and expense.
4. Ignition keys must be removed from all vehicles not actually in use.
5. Drivers of vehicles, including motorbikes and quad bikes and the like, must exercise due care when driving and are solely responsible for public safety when driving any vehicle within the A & P Show Grounds, normal road rules apply.
6. Vehicle access to trade sites will only be permitted prior to 8am; and after close of competition each evening. Vehicles must display an official trade vehicle pass.

### Trade Site Exhibit Set Up and Safety

1. Trade Site Exhibitors are not permitted to set up before 8am Monday 12 March, 2012.
2. The delivery of equipment for displays must be completed by 8am, 13 March 2012.
3. The construction of displays must be completed by 12 noon, 13 March 2012.
4. Trade Site Exhibitors accept as a condition of exhibiting at Horse of the Year that their Trade Site complies with Hastings District Council bylaws, regulations and requirements and Acts of Parliament relevant to their activities and their exhibits, including public display and access areas around their Trade Sites at Horse of the Year.
5. Trade Site Exhibitors accept as a condition of exhibiting at Horse of the Year that their Trade Site complies with relevant Health and Safety requirements, including the preparation of a schedule of identified hazards posed by their site along with remedies to eliminate, isolate or minimise such hazards.
6. Health and Safety forms must be completed, and returned to the office prior to the event.
7. Trade Site Exhibitors must, before digging any holes or driving any objects into the ground, ensure that there is no underground or trrenched infrastructure of any kind, whether temporary or permanent, such as power audio and/or communications cables or water pipes, that could be damaged or cause injury to any Trade Exhibitor staff or members of the public. If there is any damage resulting from a Trade Stand Exhibitor digging holes or driving any objects into the ground, then the said Trade Stand Exhibitor will be responsible for all repair costs.
8. Trade Site Exhibitors are obliged to take due care of show Infrastructure. All damage to Trade Site Exhibitor's sites will be repaired at the Exhibitor's expense.
9. All preshow deliveries of freight, must be clearly marked with site no and a contact phone number. All deliveries are to be addressed to the Horse of the Year, Exhibition Hall, Hawke's Bay A & P Showgrounds, Kenilworth Rd, Hastings. No freight is to arrive prior to Friday 9th March 2012.

### Security Recommendations

1. During Horse of the Year Event hours ensure you have at least one staff member preventing stock loss by visitors to your site. The number of staff dedicated to this will depend on the size of your site and accessibility to easily targeted commodities.
2. Exhibitors with motorcycles, small generators and similar products left displayed outside secure marquees should have an alarmed security loop through the frames or cages of each product. In order to steal a product the offender(s) would be required to break the circuit and activate the alarm. This could be remotely monitored on site by site security and responded too immediately.
3. Every site should have a secure area or unit not accessible to by the public for securing cash, exhibitors handbags, computers and cell phone, etc, not in use. These products left unattended in sites may be stolen by the opportunist thief.
4. Having sites and products alarmed and monitored will result in an immediate response to that site in the event of an activation and possible apprehension of the offender(s) by site security. An increase in the use of site security will deter offenders from targeting future Horse of the Year Events.

# Important information

## exhibiting conditions



### Show Closure and Trade Site Pack Up

1. Trade Site Exhibitors around Premier arena MUST NOT commence dismantling or packing up their Trade Site before the completion of the Bell Tea Olympic Cup on **Sunday 20 March 2012**.
2. Vehicular access to the Premier and Dressage arenas is not permitted before the completion of the presentation ceremony for the Bell Tea Olympic Cup.
3. Trade Site Exhibitors must exercise safety and due care throughout the dismantling and packing up of Trade Sites. This requirement extends to other Trade Site Exhibitor personnel and the general public.
4. Trade Site Exhibitors are required to leave their Trade Site in a clean state and dispose of all rubbish in the waste bins provided and utilise recycling facilities provided. Exhibitors of Trade Sites vacated with undisposed rubbish will be charged \$100.
5. All Trade Sites must be vacated and cleared of all material no later than 12 noon on Monday 19th March 2012. Failure to achieve this requirement will incur a penalty charge of \$150 per day (+ GST) being applied by the Event Organiser until the items are removed.
6. Trade Exhibitors who have product to be uplifted by carriers, must ensure that it is secured, clearly marked, including a contact phone number, and put in the back of the Exhibition Hall for collection. This must be uplifted by 5pm Wednesday.
7. Trade Site Exhibitors must take all steps to ensure their site is returned to its original condition within the timeframes listed in above. Failure to do so will result in the Trade Site Exhibitor having to pay re-instatement costs and a bond being placed on the Exhibitor for subsequent events

### Use of Exhibitor Business Information (Brands) and Address

1. Trade Site Exhibitors agree that their Business name, brands contact details may be utilised in the promotion of the Horse of the Year Show, including future Shows. This may include e-commerce and e-communication activities by the Event Organiser.
2. Trade Site Exhibitor business details will be made available to the media for use in compiling publicity and media material associated with the promotion of the Horse of the Year Show, including future Shows.

### Transmitting Devices

The Event Organiser accepts no responsibility for the effective operation of any transmitting device used by Trade Site Exhibitors at the Horse of the Year Show.

### Insurance and Security

1. Trade Site Exhibitors indemnify the Event Organiser for any liability for loss, or damage to their property at the Horse of the Year Show.
2. Trade Site Exhibitors are responsible for insurance of any losses or damage to their property at the Horse of the Year.
3. The organisation and provision of security over the duration of the Horse of the Year Show, by the Event Organiser does not enable Trade Site Exhibitors to claim against the Event Organiser.
4. All Trade Site Exhibitors must arrange General (Public) Liability insurance cover with a sum insured limit of not less than \$2,000,000 (two million). The Event Organiser may require proof that liability cover has been arranged.

### Cancellation and Termination of Contract

1. If the Trade Site contract is cancelled by the applicant prior to 30 September 2011, the Event Organiser will provide a refund of the paid Trade Site cost less 10% of the Trade Site Fee.
2. If the Trade Site contract is cancelled by the applicant after 30 September 2011 but prior to 20 December 2011, the Event Organiser will provide a refund of the paid cost less 50% of the Trade Site Fee.
3. Any Trade Site contract cancellations by the applicant after 20 December 2011 are not eligible for any refund.
4. The Event Organisers reserve the right to terminate this contract and to retain all fees paid in relation to this contract if the Trade Site Exhibitor:
  - ◇ Infringes any of these Trade Site Terms and Conditions of Contract and/or;
  - ◇ Fails to occupy the site during the full period of the Horse of the Year Show to which this contract applies and/or;
  - ◇ Fails to occupy the site by 1:00pm on the Tuesday of the Horse of the Year Show.

### Force Majeure

1. Neither party will be liable to the other for any failure or delay in the performance of its obligations under this agreement that is due to Force Majeure.
2. If a party considers that it is unable to perform any of its obligations under this agreement due to Force Majeure, that party will immediately notify the other party. The advising party will take all reasonable steps to mitigate any losses caused to the other party.
3. If the delay or failure to perform obligations due to Force Majeure exceeds thirty days, the party not subject to Force Majeure may immediately terminate this agreement on provision of written notice to the other party.
4. Any failure to perform by an agent or a sub-contractor employed by either party will not be Force Majeure unless that agent or sub-contractor is itself subject to Force Majeure.
5. Neither party will be deemed to be in breach of this agreement or otherwise be liable to the other, by reason of any delay in performance or non performance of any of its obligations under this agreement to the extent that such a delay or non performance is due to any Force Majeure which has been notified to the other party and the time of performance of its obligations will be extended accordingly.
6. An obligation to pay money is not excused by force majeure. If a party fails substantially to meet an essential obligation under this Agreement continuously for three months as a result of a force majeure event despite meeting all its obligations under this Clause, the other party may give one month's notice terminating this Agreement.

### No Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not constitute a waiver of them or of the right at any time thereafter to enforce all terms and conditions.

### Entire Agreement and Modifications

1. This agreement including Schedules 1-4 contains the entire understanding of the parties and supersedes any previous agreement between the parties, whether written, or oral.
2. Although the parties may modify these terms and conditions during its term, no modification, amendment, variation or renewal of this agreement will be of any force or effect unless in writing and signed by the parties.