

## 1. Legal Requirements

- 1.1 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 enforced at the time of the event. All exhibitors must comply with all provisions of the Health & Safety in Employment Act (1992).

## 2. General

- 2.1 The Farmlands HORSE OF THE YEAR SHOW (hereinafter also referred to as the "event") is owned and directed by Horse of the Year (Hawke's Bay) Limited with The Event Organisers (hereinafter also referred to as "HOY Management") Event and Promotions HB Ltd Office, PO Box 7272, Taradale, Napier 4141, Phone: (06) 844 8714 Fax: (06) 844 8716.
- 2.2 The event is held on the Hawke's Bay A&P Showgrounds and is subject to the terms and conditions of the Hawke's Bay A&P Society.
- 2.3 HOY Management shall be the sole judge of whether the Terms and Conditions have been adhered to in a proper manner. If, in the opinion of HOY Management, a breach has occurred, an exhibitor/principle exhibitor may be required to remove their exhibit forfeiting all fees paid or due to HOY Management.
- 2.4 HOY Management has the right to make changes for the betterment of the event. If changes occur, they will be shown/updated on the HOY website and where possible exhibitors will be notified via email.
- 2.5 If a dispute arises between two parties that cannot be resolved, then HOY Management will seek an independent mediator to assist in a resolution.
- 2.6 Obligations of HOY Management are as follows:
- To provide an equestrian event with participants and spectators over six (6) days.
  - Marketing material to attract spectators.
  - To provide a space for a trade site.
  - To keep the main thoroughfares around the event venue clear.
  - Provide a safe and clean environment for exhibitors.
- 2.7 Obligations of Trade Exhibitors/Principle Exhibitors and Co-Exhibitors are as follows:
- To operate as a minimum from 10am – 5pm Tuesday to Saturday (17 – 21 March 2015) and 10am – 4pm on Sunday 22 March 2015; please note finishing time may vary depending on completion of final class. On Friday and Saturday nights (20 and 21 March 2015) exhibitors have the option to stay open until 10pm.
  - To exhibit only legitimate products (where applicable) and no second-hand items or products that have been sold as exclusive items (lists

available from the HOY Office and may change without notice).

- Comply with all HOY General Terms and Conditions, New Zealand laws, Health & Safety Agreement and instructions of HOY Management.
- Be courteous and helpful to everyone.

## 3. Application for Exhibition Trade Site

- 3.1 Trade Exhibitors/Principle Exhibitors shall apply to participate in the event as an exhibitor using the Trade Application Form for the event.
- 3.2 All applications for trade sites should be completed in full by the Exhibitor/Principle Exhibitor and be made legally binding with authorised signatures of both parties. All applications should be made promptly and will be invoiced the full cost, deposit for which needs to be paid by the due date set by HOY Management.
- 3.3 Once a trade application is received the site will be provisionally allocated and invoice sent. Deposit must be paid before site is officially booked. Final confirmation of site will be sent on receipt of full payment of trade site.
- 3.4 All fees must be paid in full before site occupation and ticket allocation, unless prior written paying arrangements have been made with HOY Management at their sole discretion.
- 3.5 If an exhibitor/principle exhibitor wishes to cancel their trade site(s) booking the following conditions apply:
- After 20 December 2014 the deposit is non-refundable
  - Up to 20 January 2015 a 50% of payment made will be refunded (excluding deposit)
  - Up to 20 February 2015 a 25% of payment made will be refunded (excluding deposit)
  - After 20 February 2015 no refund will be made
- 3.6 The site plan shown in the Booklet is indicative only and may be altered. HOY Management reserves the right to alter the site plan if considered necessary.
- 3.7 A high standard of display is required. The exhibitor/principle exhibitor shall not permit any other organisation(s) to share any part of the exhibition site unless subletting (refer to Clause 4– Subletting).

## 4. Subletting

- 4.1 If an organisation normally sells a particular product line it may continue to do so providing they use their own staff and it clearly appears that the product is integrated into the exhibitor's site. If a principle exhibitor applies for site space and invites a co-exhibitor to share the site, a sublet fee of \$110+GST must be paid to HOY Management and fill in a sharing application form to be signed by both parties.
- 4.2 The principle exhibitor may not in any form sublet a trade site, either in part or in full, to a third party without HOY Management's consent.

- 4.3 A co-exhibitor is a non-wholesale business whose product or service the principle exhibitor does not normally stock (HOY Management reserves the right to classify and accept a co-exhibitor).
- 4.4 Every trade site must have a principle exhibitor responsible for the site. This principle exhibitor is responsible for all debts, legal requirements and ensuring the entire site is compliant with all Health and Safety and General Terms and Conditions of the event.
- 5. Payments**
- 5.1 Invoices for the full price, less 5% discount, will be issued on receipt of the official trade application form, along with provisional notification of trade site allocation
- 5.2 A deposit of 30% of the full trade site will be due within 2 weeks of the invoice date.
- 5.3 For trade invoices issued prior to the 30<sup>th</sup> November
- 5.3.1** The full amount (less deposit) will be due by the 20<sup>th</sup> December 2014 and if paid by that date will receive a 5% discount, as shown on the invoice.
- 5.3.2** Invoices paid between the 21<sup>st</sup> December 2014 and 20<sup>th</sup> January 2015 will not be eligible for the 5% discount.
- 5.3.3** Invoices paid after 20<sup>th</sup> January 2015 will be charged a 10% late fee on the total amount outstanding.
- 5.4 Trade Invoices issued after the 30<sup>th</sup> November
- 5.4.1** A 30% deposit is due two weeks from the date of invoice.
- 5.4.2** The full amount (less the deposit) will be due by the 20<sup>th</sup> of the following month or the 20<sup>th</sup> February 2015, whichever is the earlier.
- 5.4.3** 10% late fee will be charged on all outstanding invoices.
- 5.5 Invoices relating to all other trade expenditure must be paid prior to the 20th February 2015.
- 5.6 Any invoices issued during the show must be paid immediately.
- 6. Allocation and Relocation of Trade Sites, Entrances, Exits and Thoroughfares**
- 6.1 The official event Trade Application Form will ask for a first, second and third choice of trade site. In the event that all choices are unavailable, HOY Management will negotiate a new trade site allocation.
- 6.2 Trade sites shall be allocated at the sole discretion of HOY Management. Where possible, special requests made by the exhibitor may be taken into consideration.
- 6.3 HOY Management reserves the right to determine and relocate the entrances and exits of the venue and to define and relocate thoroughfares and paths throughout the venue without consultation of any exhibitor.
- 6.4 HOY Management holds no responsibility for any transactions made in the purchasing of goods and services from exhibitors at the event.
- 7. Trade Site Design, Equipment and Cooperation**
- 7.1 No exhibitors shall permit their exhibition site 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 such disputes shall be given consideration, and the decision of HOY Management shall be accepted by all parties as final and conclusive in all respects.
- 7.2 Exhibitors have the right to advertise within the confines of their own trade site, but HOY Management reserves the right to prohibit any such advertising material or equipment which is unsuitable, obstruct aisles, interferes with or obstructs neighbouring sites or is, in the opinion of HOY Management, a source of annoyance to others.
- 7.3 Any extra utilities, equipment or other installations required for the exhibitors trade site is the responsibility of the exhibitor. Equipment and other utilities can be supplied by HOY Management via application by the due date with the Trade Exhibitor Equipment Hire Form at the exhibitor's expense.
- 7.4 In a marquee trade site the side partitions between neighbouring companies (not including subletting – Clause 4) are factored into the trade sites. Trade site rent is based on the rented area: no extra trade site partition walls or other installations or structures are included in the rent. No partitions will be provided on end trade sites canvas walls, unless on special request with additional charges.
- 7.5 For any exhibitors with more than one trade site hired may have the partition walls installed with no alterations on request and 3% discount on the hired sites. Any alterations or extra panels required will be charged for at the exhibitors' expense.
- 7.6 No hired equipment is allowed to be tampered or altered at any stage without the express permission of HOY.
- 7.7 All rubbish from 8am Tuesday 17 March 2015 needs to be disposed of in the rubbish and recycling bins provided.
- 7.8 From 10am on Tuesday 17 March 2015, the trade site should be fully open for exhibit in a presentable condition; area must be kept tidy at all times.
- 7.9 Equipment may only be ordered prior to 30 January 2015. After this date a selection of stock will be available for purchase at the event on a first in first served basis at an extra 20% for administrative and freight charges.
- 7.10 Exhibitors can organise the hire of their own equipment, therefore, not through HOY Management and the event's preferred supplier, however this will be the sole responsibility of the exhibitor in all areas and must comply with all the events Health & Safety rules.

- 7.11 Exhibitors must, before digging any holes or driving any objects into the ground, ensure that there is no underground or trenched 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 exhibitor staff or members of the public. If there is any damage resulting from an exhibitor digging holes or driving objects into the ground, then the said exhibitor will be responsible for all reparation costs.
- 7.12 Exhibitors must provide their own fire extinguisher for their site.
- 7.13 Exhibitors around the Premier Arena dismantling sites prior to the end of the last class on Sunday 22 March 2015 must keep the front of the trade site presentable. If not adhered to, the exhibitor/principle exhibitor may forfeit the right to a Premier Arena trade site(s) in the following year.
- 7.14 Exhibitors needing to do business outside of their trade site will need to apply by 20 January 2015 and get written permission from HOY Management. HOY Management reserves the right to decline any application. No signage is allowed anywhere else on the venue and a company found selling outside of this without HOY Management permission will be trespassed.
- 7.15 If an exhibitor requires a moving vehicle to be used within the secure area, then the following conditions apply:
- Use of an open bike or mover.
  - Travels at a maximum speed of 5Km/H.
  - The sole driver wears a helmet at all times while operating the vehicle.
  - Have blinking or revolving lights.
  - Completed and signed an agreement.
  - Must only enter and exit through a specified Gate.

## 8. Casual Practitioners as per Trade Information Booklet

### 9. Advertising

- 9.1 See Clause 6.2.
- 9.2 No exhibitor, or employee thereof including promotional staff, may canvas other than from within the boundaries of their own trade site. Advertising and promotion in car parks is prohibited.

### 10. Telephone, EFTPOS and Water

- 10.1 No connection is allowed to main supply services except for power that has been purchased through HOY. All telecommunications equipment is entirely the responsibility and ownership of the exhibitor. HOY Management will take no responsibility to provide this service.

### 11. Power

- 11.1 Power may be supplied to trade sites if the exhibitor has indicated on their Trade Application Form and full payment of \$250+GST is received prior to 30 January 2015. Exhibitor

to provide their own 25m power lead, multi-box and extensions.

- 11.2 Access to on site power requested after 30 January 2015 or on any day of the event will be charged \$350+GST to be paid in full.
- 11.3 Any site found accessing power not paid for will be charged \$500 to be paid within 24 hours of invoice issued.
- 11.4 Any site that 'trips' the power box due to overloading their outlet will be charged \$50+GST for each call out.
- 11.5 If an exhibitor does not require power before 20 February 2015, HOY Management will refund any payment. Any cancellations after 20 February 2015 will not be refunded and will be charged irrespective of use.
- 11.6 If the problem is found to be caused by the exhibitor, a fee will be charged to the exhibitor. If the problem is reported by someone else, the fee will be charged to the exhibitor(s) deemed to be at fault.
- 11.7 HOY Management takes no responsibility of a constant supply of power, however, all care will be taken to provide a suitable trading environment.
- 11.8 All electrical appliances (including, but not limited to, extension leads, multi-boxes, etc) must be certified to New Zealand laws.

### 12. Competitions or Contests

- 12.1 Competitions are encouraged and HOY can assist with its publicity providing prior knowledge and decent timeframe given.
- 12.2 Competitions or contests must be free of charge to patrons. No raffles, similar gambling activities or fundraising shall be run without prior knowledge and authorisation of HOY Management.

### 13. Noise

- 13.1 If exhibitors intend to use music, amplifiers and loud speakers on their trade site, prior written approval must be obtained from HOY Management. HOY Management reserves the right to withdraw such approval at the sole discretion of HOY Management.

### 14. Food and Alcohol

- 14.1 Exhibitors are not permitted to distribute food or drink from their trade site without prior written approval from HOY Management. Only approved food distributors will be permitted to sell food in designated food areas. Such food distributors must comply with all legal and local authority regulations in order to handle, prepare, sell or display food.
- 14.2 As part of the safe and responsible consumption of alcohol, and with the advice of the New Zealand Police, HOY Management is installing controlled liquor consumption on the Friday and Saturday nights throughout the entertainment in the Premier Arena. The following conditions are to be observed by all trade sites (if these are

not observed, the alcohol will be confiscated and the exhibitor may be evicted from the venue):

- Alcohol purchased at the event should only be consumed within the on license areas which are:
  - a) The Horse of the Year VIP and Sponsors area.
  - b) The Horse and Hound Bar.
- BYO alcohol can only be consumed within the exhibitor's trade site after 5pm on any night of the event.
- On Friday and Saturday nights an additional designated area, outside the exhibitor's trade site may be used at a charge of 10% of their hired trade site price. The area will need to be enclosed by picket fencing.
- All trade sites will need to be vacated by the public no later than one (1) hour after the final activity in the Premier Arena.
- Any unruly, unprofessional or illegal behaviour will not be tolerated.
- The implementation of this policy will be at the sole discretion of HOY Management, New Zealand Police and Security personnel.

## 15. Insurance, Security, Safety, Theft, Damage or Loss

- 15.1 Under no circumstances will HOY Management accept any responsibility whatsoever for any loss, damage or theft to any exhibitors display, property or equipment for any cause or means whatsoever.
- 15.2 Trade site should be staffed at all times and is the principle exhibitors responsibility. It is advised that all displays, fixtures, fittings and equipment be adequately insured.
- 15.3 Everything (including, but not limited to, products, equipment, fitting and public) inside the hired trade site area is the responsibility of the exhibitor and thus the exhibitor should hold appropriate public liability insurance.
- 15.4 In case of an emergency all exhibitors must follow the instructions given by safety officers at the event.
- 15.5 HOY Management will have security on site from midday Saturday 14 March 2015 until 8am Monday 23 March 2015. Exhibitors shall not rely on the security guards for the security of their property.
- 15.6 All exhibitors should carry ID with them at all times, and if working afterhours should tell security or HOY staff.
- 15.7 All constructions should remain within the hired trade site, be free-standing and secure. All equipment and infrastructure, including the ground occupied by the site will be the exhibitor's responsibility. Any damages to this equipment, including breakages, damages, failures, replacements and other reparations will be charged to the exhibitor/principle exhibitor at full replacement cost +5%.
- 15.8 All ground will be restored to its original state, subject to "normal wear and tear".

## 16. Cancellation and Force Majeure

- 16.1 If the event is cancelled by HOY Management, rental monies paid (inclusive of deposit) will be returned in full. If site(s) are cancelled by the exhibitor/principle exhibitor, will be subject to Clause 2.4.
- 16.2 HOY Management is entitled to cancel the event if the event is prevented from being held, or from being held as planned, either in full or in part, by unforeseen circumstances over which HOY Management has no control, especially as the result of terrorist attacks, natural disasters, epidemics, equine diseases, officially decreed clearance or closure, structural changes to the venue made by the venue owners, water damage or similar cases of force majeure. The exhibitor's right to press further damage claims against HOY Management is excluded in this case.

## 17. Privacy

- 17.1 All details will be kept private as per the Privacy Act (1993) with an exception for Clause 16.2 and 16.3.
- 17.2 Trade Exhibitors agree that their business names, brands and contact details will be kept on a database and may be utilised in the promotion of the Horse of the Year Show, including future events. This may include e-commerce and e-communication activities by HOY Management.
- 17.3 Trade Exhibitor business details may 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 events.

## 18. Vehicles & Parking

- 18.1 All vehicles must be removed from the trade site, and parked in the car park, by 8am each morning of the event. Vehicles remaining on the trade site after 8am will either be removed or charged for, depending on location, at the exhibitor's expense.
- 18.2 Vehicles will not be permitted into the secure area while the event is open to the public, between 8am - 5pm, without the written permission of HOY Management by 20 February 2015. No permission will be given after this date.
- 18.3 New Zealand road laws apply and at all times vehicles must travel a maximum speed of 5Km/H. No vehicle movement in the secure area after 8am each day of the event.
- 18.4 At all times no vehicles must be in the main thoroughfares and paths in the secure area, and vehicles must use the designated 'exits'. Vehicle drivers must hold a current drivers licence and be experienced at driving within major events and equestrian events.
- 18.5 At all times, pedestrians, horses and essential event services take priority.

## 19. Freight Deliveries and Storage to be advised

## 20. Photographic Right and Media Coverage

20.1 Photography (still and video) taken by representatives of HOY or accredited media during the event will remain the property of its owner.

## **21. Sponsorship**

- 21.1 No exhibitors are allowed to represent themselves as sponsors of the event unless written permission from HOY Management is given.
- 21.2 Exhibitor's may become trade sponsors in addition to their trade site application as per the Information Booklet.

## **22. Dogs**

- 22.1 No dogs are allowed, except Seeing Eye Guide Dogs.

## **23. Smoking**

- 23.1 Smoking is prohibited within trade site areas, stabling areas and inside buildings.

## **24. Pack In & Pack Out as per Trade Information Booklet**

## **25. Trade Passes & Parking Passes as per Trade Information Booklet**

## **26. Trade Exhibitor Camping**

- 26.1 If exhibitors wish to camp within their trade site, or in vehicles, trucks, floats, containers behind their trade site, then a Trade Camping Form must still be completed with payment as this is still regarded as camping and using the event facilities.