

TERMS AND CONDITIONS OF EXHIBITING:

1. In these terms and conditions – “Exhibition” means the exhibition so designated on this Space Application Contract. “Exhibitor” includes all employees and agents of any individual, partnership or company exhibiting, and “Organiser” means GLUTEN FREE FOOD AND ALLERGY SHOW Limited. “Owner/Lessor” means the owner or manager of the event venue wherever the event is being held from time to time.

2. The signing of this contract constitutes a binding agreement.

3. The Organiser reserves the right to alter or add to these conditions as may be necessary for compliance with any laws or with any directions given by the owner/lessor of the exhibition site and generally for the efficient running of the Exhibition.

4. The Exhibitor shall be liable for any taxes, duties, fees or charges which might now or at any time hereafter become liable in respect of this agreement and the Exhibitor agrees to indemnify the Organiser in respect of such taxes, duties, fees or charges.

5. Allotment of space by the Organiser to the Exhibitor shall constitute a licence to exhibit and not a tenancy. The Organiser may alter the size, shape or position of the floor plan in such manner and at such time as the Organiser may deem to be in the best interests of the Exhibition as a whole. The Organiser may in his absolute discretion reduce any payment made or owing by the Exhibitor hereunder in the event that the Exhibitor’s display space is reduced from the area shown on the plan on the face hereof.

6. The Exhibitor shall not construct a display stand of a height exceeding 2.4 metres except in accordance with the prior written permission of the Organiser and the neighbouring exhibitors (if any).

7. The Exhibitor shall not without the prior written permission of the Organiser display and exhibit or product (including demonstration machinery) which does not in the opinion of the Organiser fall within the subject of the exhibition.

8. The Exhibitor shall not paint or otherwise mark or damage any panel, floors or walls of the exhibition premises. The Exhibitor shall be responsible for the cost of remedying any breach of this clause.

9. The Exhibitor shall be liable for payments as specified on the contract. If the Exhibitor fails to make payment by the due dates, the Organiser may, without prejudice to any other obligations under the contract, exercise any or all of the following remedies:

(a) deem the contract to be cancelled by the Exhibitor, in which case payment would be due in accordance with clause 10 of these Terms and Conditions

(b) deem the contract to be cancelled by the Exhibitor and advise the Exhibitor that any monies already paid shall be forfeited as liquidated damages

(c) charge all recovery and debt collection costs.

10. Upon written application from the Exhibitor, the Organiser may release the Exhibitor from its obligations under the contract. A cancellation fee will apply and be charged at the following rates:

(a) if notice to withdraw is received greater than 5 months from the date of the show then 20% of the total cost of exhibiting will apply

(b) if notice to withdraw is received between 2 to 5 months from the date of the show then 50% of the total cost of exhibiting will apply

(c) if notice to withdraw is received less than 2 months from the date of the show then 100% of the total cost of exhibiting will apply. The consideration due under this clause shall be payable forthwith and only at such time that payment is made will the contract be cancelled, after which time neither party shall have any further claim against the other.

11. Unless the Organiser otherwise notifies the Exhibitor in writing, payments by the Exhibitor hereunder do not include —

(a) Insurance

(b) Cleaning of exhibits

(c) Electric current

(d) Loading and handling of equipment and staff.

(e) Telephones

(f) Dressing of stand

(g) Advertising catalogues or handbills.

The Exhibitor acknowledges that the Owner/Lessor of the Exhibition site may carry out installation of water or gas supply and plumbing connections in respect to the Exhibition and the cost thereof shall be borne by the Exhibitor.

12. Such particulars as the Organiser may require of the design, weight and character of all stands and exhibits shall be supplied by the Exhibitor prior to the erection or placement thereof on the exhibition site. The Organiser may approve stands and exhibits whether or not subject to conditions as the Organiser deems appropriate or reject any stand or exhibit. Any stand or exhibit erected without the approval of the Organiser or contrary to any condition of such approval shall forthwith be removed or altered by the Exhibitor at the direction of the Organiser or at its option the Organiser may remove or alter the stand or exhibit and the Exhibitor shall bear the cost thereof. The Organiser shall not be liable to the Exhibitor for any loss or damage sustained by the Exhibitor arising out of the exercise by the Organiser of its rights herein.

13. The Exhibitor acknowledges that the Organiser will pass on information to stand contractors and/or promotional organizations prior to and after the event. The Exhibitor shall on signing this agreement inform the Organiser in writing if it has an objection to be transfer of information to third parties.

14. The Organiser may in its absolute discretion refuse any person admission to the Exhibition. The Exhibitor shall ensure passes supplied for the exclusive use of its employees or agents are not used by unauthorised persons or otherwise misused.

15. At all times during the opening hours of the Exhibition, an Exhibitor shall:

(i) have his display space ready with all exhibits available for display and completed by such time as shall be notified by the Organiser to the Exhibitor.

(ii) keep his stand open to view and properly staffed by competent representatives.

(iii) keep properly maintained and cleaned his display space.

(iv) conduct any business only from his display space.

(v) keep passageways adjacent to his display space free from obstruction.

(b) the Exhibitor shall not —

- (i) sub-licence, share or part with possession of his display space.
- (ii) operate any type of machinery or equipment in such a manner as in the Organiser’s opinion may cause nuisance or annoyance to Exhibitors or other persons attending the Exhibition.
- (iii) do any act which in the opinion of the Organiser may bring discredit upon the Exhibition.

16. Without the written consent of the Organiser, the Exhibitor shall not hold, or allow to be held, a sale by auction, lottery, raffle, guessing competition, game of chance or side show. Upon receiving written application from a non-profit organisation that confirms compliance with all appropriate regulations such as the Gambling Act 2003, the Organiser agrees to not unduly withhold their written consent.

17. Due to the nature of the Exhibition and its visitors, the exhibitor agrees to comply with all signage requirements for food labelling and sampling at the Exhibition. These requirements may include signage such as “Coeliac Safe” “Nut Free” and/or any other signage as directed by the Organiser.

18. The Organiser shall be under no liability for the loss of or damage to exhibits or other property of the Exhibitor, his servants, agents, invitees or licensees howsoever such loss or damage may be caused whether or not caused in whole or in part by the negligence of the Organiser, its servants or agents. The Exhibitor is required to take out all necessary insurance, including Public Liability insurance to a minimum limit of indemnity of \$1,000,000.

19. The Organiser shall have the sole right to disseminate photographs and other promotional material in respect to the Exhibition. The Organiser may produce an official Catalogue of the Exhibition listing exhibits and Exhibitors.

No responsibility is accepted by the Organiser for any omission, misdescription or other error. The Organiser gives no warranty as to the type or extent of promotion of the Exhibition nor as to attendance numbers.

20. If the holding of the Exhibition or the supply of any services by the Organiser is prevented, postponed or abandoned by reason of fire, storm, lightning, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident, or any cause not within the control of the Organiser whether of the same kind or not or should the Exhibition site become wholly or partially unavailable for the holding of the Exhibition then the Organiser shall be at liberty on giving notice in writing to determine this agreement. Where the agreement is determined under this clause the Organiser shall not be liable in any way whatsoever for any expenditure or liability for loss, including consequential loss, incurred by the Exhibitor but the Organiser 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 this agreement.

21. The Exhibitor undertakes to comply with all regulations and bylaws applicable to the site including but not limited to the Fair Trading Act and the Consumer Guarantees Act and indemnifies the Organiser from all claims, costs and damages arising whatsoever for breach by the exhibitor.

22. The Exhibitor undertakes at all times to comply with the Building Act 1991 and the Health and Safety in Employment Act and indemnifies the organizer for any costs, claims or liabilities arising as a result of the Exhibitors actions or inactions or it’s failure to comply with local body or government regulations relating to the exhibitors stand or the exhibition venue.

23. The Exhibitor shall not take onto or cause to be taken onto the Exhibition site any dangerous goods except in accordance with the prior written approval of the Organiser. The Exhibitor shall in regard to all plant, machinery and exhibits comply with all statutory requirements as to safety including, without limiting the generality of the foregoing, the storage and handling of dangerous goods.

24. Should the Exhibitor be unable or unwilling to perform his part of this agreement or fail to comply with these conditions or otherwise be in breach of this agreement the Organiser may terminate the agreement by giving notice in writing and retain any payment made by the Exhibitor under this agreement as liquidated damages. The Exhibitor shall thereafter be prohibited from occupying his display space and stand and shall immediately remove his exhibits from the Exhibition site in accordance with the Organiser’s directions provided that the Organiser may remove such exhibits and dispatch them to the Exhibitor’s address stated on the face hereof. The Organiser’s costs of such removal and dispatch shall become a debt due by the Exhibitor to the Organiser. The provisions of clause 16 shall apply to any action taken in by the Organiser under this clause.

25. All exhibits are subject to a general lien in favour of the Organiser for all sums due from the Exhibitor to the Organiser hereunder.

26. All notices to be served pursuant to the terms hereof shall be served personally or shall at the option of the party giving notice be sent by registered pre paid post addressed to the other party at the address of that party mentioned on the face hereof and notice shall be deemed to have been given on the date of posting.

27. If any part of this agreement is found to be invalid or of no force or effect under any applicable laws, executive order or regulation of any government authority having jurisdiction, this agreement shall be construed as though such part had not been inserted therein and the remainder of this agreement shall retain its full force and effect.

28. This agreement shall be governed and construed in accordance with the laws for the time being in force in New Zealand.

29. The Organiser may assign its rights and obligations under this contract to any person without the prior consent of the exhibitor.

30. This agreement sets forth the entire agreement and understanding between the Organiser and the Exhibitor and neither party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this agreement except as expressly provided herein or as subsequently agreed in writing and signed by a proper and duly authorised representative of the party to be bound thereby.