

EXHIBITOR TERMS AND CONDITIONS

This contract is made between the Murrumbateman Progress Association Inc (ABN 71 920 635 074), operating as 'Murrumbateman Field Days' (NSW Business Registration Number M7174325)

AND

The Applicant.

By applying for a site at the Murrumbateman Field Days, the Exhibitor agrees to the following terms and conditions contained in this contract:

Definitions

In this contract, the following terms have the meaning shown:

1. Event – Murrumbateman Field Days.
2. Exhibitor – any registered business or person who has completed the requirements of applying for a site at the Event and has been allocated a site by the Murrumbateman Field Days Management.
3. Murrumbateman Field Days Management – the Murrumbateman Field Days Manager or any of its duly authorised representatives, employees, contractors or volunteers.
4. Recreation Grounds – Murrumbateman Recreation Grounds located at 19 East Street (Barton Highway), Murrumbateman and owned by Yass Valley Council.
5. Terms and Conditions – the terms and conditions as contained in this contract.
6. Venue – the fenced area containing the Event within the Recreation Grounds.

Liability and Insurance Requirements

1. The Exhibitor, including its employees, agents and contractors, agrees that they know and understand the requirements of Occupational Health and Safety legislation and will meet the requirements of this legislation.
2. The Exhibitor accepts all liability arising from its operations, equipment and personnel, including the actions of any employees, agents or contractors at the Recreation Grounds during the Event (including setting up and removing its equipment and operation) and shall indemnify Yass Valley Council and Murrumbateman Field Days Management from and against all claims.
3. Exhibitors shall take out and maintain a Public Liability Insurance policy in the sum of not less than ten million dollars (\$10,000,000) in respect of each and every claim.
4. The Exhibitor is responsible for its own insurance against any loss or damage (including consequential losses through being unable to fully operate) occurring at the Recreation Grounds, regardless of the cause, even if this occurs during the Lock Down Period (see Clause 8 for details).

Licensing Requirements

1. Any Exhibitor undertaking a business that requires any form of licensing by Council or any State, Federal, Local authorities or a Regulatory Body, shall provide a copy of such license to Murrumbateman Field Days Management no later than Friday of the second week in September.
2. Any displayed items for sale or being offered as part of promotions must have appropriate approvals and licences in place as required under Australian law.

Site Allocation

1. Murrumbateman Field Days Management has sole discretion in site allocation but will consider the following factors in its determination:
2. The applicant has previously exhibited at the Event.
3. Allocation of sites within a requested zone where appropriate.

Sub-Letting

1. The Exhibitor is not permitted to assign, sub-let or share any part of its site without obtaining the prior written approval of the Murrumbateman Field Days Management.

Powered sites

1. ONLY Exhibitors who have paid for powered sites may use site electrical power.
2. Exhibitors who require powered sites are to advise Murrumbateman Field Days Management of their detailed power requirements over and above the use of a kettle for boiling water, an EFTPOS machine and/or laptop.
3. Exhibitors shall supply their own, personally tagged, safety tagged power extension leads and appliances which must meet the Australian Standards requirements.

Refunds and Cancellation Fees

1. Site fees will not be refunded because of weather conditions or any other cause beyond the control of Murrumbateman Field Days Management.
2. An Exhibitor must advise of its cancellation of a site booking in writing to the Murrumbateman Field Days Management.
3. If an Exhibitor should cancel a site booking:
4. prior to 1 September 2019, the Murrumbateman Field Days Management will retain an administration fee of 30% of the total site fee cost plus any other incurred charges (such as straw or marquees ordered through the Murrumbateman Field Day Management) and refund any additional monies; or
5. after 1 September 2019, the Murrumbateman Field Days Management will retain all moneys received unless the site is resold in which case an administration fee of 30% of the total site fee plus any other incurred charges (such as straw or marquees ordered through the Murrumbateman Field Day Management) will be retained and all other monies returned.

Venue Security and Surveillance

The Venue will be locked down and barred to all persons, except security personnel and Murrumbateman Field Days Management, during the following hours:

1. Thursday 6 pm – Friday 7 am.
2. Friday 8 pm – Saturday 6 am.
3. Saturday 7 pm – Sunday 6 am.
4. Sunday 6 pm – Monday 7 am.
5. Security will be provided by Murrumbateman Field Days Management during the Lock Down Period.
6. Whilst taking all care and providing security, Murrumbateman Field Days Management will not be held responsible for theft, loss or damage to the property of Exhibitors whilst at the Event.
7. An Exhibitor, including its employees, agents and contractors, are not permitted to stay on the Venue during the Lock Down Period.

Exhibitor Site Entry

1. The Exhibitor must show its exhibitor pass to be allowed entry.
2. The Exhibitor must display its vehicle entry pass to be allowed entry.
3. The Exhibitor shall advise all deliverers of its site details (including the designated venue gate for entry) and provide them with a vehicle pass, where practicable, in order to facilitate entry.

Exhibitor Set Up

1. Exhibitor set-up must be in accordance with the information in the Exhibitor Pack.
2. Exhibitors must have their exhibits/displays operational at the Venue by 8:00 am on the Saturday of the Event and (except for the Venue Lockdown Periods) not leave their site unattended until after 4:30 pm on the Sunday of the Event.

Exhibitor Vehicle Access and Parking

1. Exhibitor vehicle access and parking must be in accordance with the information in the Exhibitor Pack.
2. Exhibitor vehicles are not permitted at the Venue at any time during the Event whilst it is open to the public.

Clean Up

1. All exhibited items, vehicles, rubbish and equipment must be removed from the Venue and all sites returned to their original condition by 6:00 pm on the Tuesday after the Event.
2. The Exhibitor shall be liable to pay Murrumbateman Field Days Management the cost of any cleaning or repairs for any damage to the Venue caused by the Exhibitor beyond that which could be reasonably expected.

Dogs Policy

1. No dogs will be allowed into the Venue. Registered medical or companion dogs are permitted and appropriate paperwork should be available.
2. The only exceptions shall be if dogs form part of a display, in which case they are to be kept under control at all times and any waste collected and disposed of properly by the owners or Exhibitors.

Inappropriate behavior

1. At its discretion, the Murrumbateman Field Days Management may refuse entry, or escort from the Venue and/or retain part or all of the site fee, of any Exhibitor who it reasonably believes has behaved inappropriately either during the Event, or otherwise as noted for:
2. not complying with the Terms and Conditions;
3. abusive language and/or actions to any other person on the Recreation Grounds or to the Murrumbateman Field Days Management before, during or after the Event;
4. late or non-payment of fees;
5. non presentation of, out of date or forged insurance or licensing documents;
6. non operating when the Event is open to the public: 8:00 am – 5:00 pm Saturday; and 8:00 am – 4:00 pm Sunday;
7. theft of property from the Recreation Grounds;

8. deliberate damage to the Venue and/or another's property on the Venue;
9. lighting of fires on the Recreation Grounds without obtaining the prior written approval of the Murrumbateman Field Days Management;
10. camping on the Venue overnight or allowing its deliverer, employee or contractors to do so;
11. littering on the Recreation Grounds;
12. unauthorised vehicle parking and/or unauthorised vehicle movement on the Venue during the hours that the event is open to the public;
13. refusing to comply with a reasonable written or verbal direction from the Murrumbateman Field Days Management;
14. operating any machinery or equipment which causes the risk of danger, undue noise, nuisance or inconvenience to other exhibitors or persons attending the Event as determined by the Murrumbateman Field Days Management; or
15. failing to take proper safety precautions such as safety guards, protective clothing and exclusion distances in the use or demonstration of farm and garden machinery, tools or the like.
16. Any Exhibitor refused entry or removed from the site for Inappropriate Behavior will forfeit any fees already paid.
17. Any Exhibitor so removed from the Venue shall be permitted to return only after 4:30 pm on Sunday to recover its equipment, stock and display and return its site to its original condition.

Authorisation

1. In applying for a site, Exhibitors shall authorise the Murrumbateman Field Days Management to issue their business contact information divulged in their applications for the purposes of:
 2. Event advertising material for radio, television, the press media and on the Event website.
 3. Answering specific inquiries from authorities or the public, before, during or after the Event.
 4. Murrumbateman Field Days Management shall not divulge this information to third parties for any other purpose without the written authority of the Exhibitor.

Agreement

1. By agreeing to the Terms and Conditions set out herein, an Exhibitor acknowledges that this binds them to those Terms and Conditions.

Most power to the site is provided by the Field Days' generator and therefore its adequacy must be determined well before the event to allow time for additional generators to be hired. Murrumbateman Field Days Office is contactable on 02 62275895