

TOCAL FIELD DAYS EXHIBITING CONDITIONS

tocal
field days

Exhibiting Conditions set by Tocal Field Days Association (the "Association")

1. Applications

- 1.1 Applications received by the Tocal Field Days office by 6 December, 2016 and will be assessed and processed before the Christmas break. Applications must be properly completed and accompanied by the fee payable.
- 1.2 The Association reserves the right to refuse in its discretion any application.
- 1.3 Site allocations and the right to alter them will be at the absolute discretion of the Association.
- 1.4 By signing the application form, the Exhibitor accepts all policies and conditions affecting its participation and the responsibility to inform all persons involved in the operation of its exhibit, of these conditions.

2. Cancellation of Contract

- 2.1 If an exhibitor should cancel the contract or terminate a site booking:
 - (a) Prior to 28 February, the Association will retain an administration fee of 10% of the total site fee cost and refund any additional monies
 - (b) For cancellations received after 28 February, the Association will retain all monies received unless we are able to rebook the site in which case an administration fee of 25% of the total site fee will be retained and all other monies returned.
- 2.2 The Association reserves the right to cancel this contract and to retain any monies paid in relation to this contract, and/or decline future applications if the Exhibitor:
 - (a) infringes any of the Exhibiting conditions, and/or
 - (b) does not occupy the site during the full period of the Field Days to which this contract applies, and/or,
 - (c) does not occupy the site by 5 pm on the day preceding opening day.

3. Cancellation/Postponement of Tocal Field Days

- 3.1 If the Association finds it necessary or expedient to cancel or postpone the event, this contract will cease to operate upon notice to that effect, signed by the Chair, being served on the Exhibitor in any of the following ways:
 - a) Handing it to him/her in an envelope
 - b) By registered mail to her/his address as it appears in the contract
 - c) By handing or offering it to any person who appears, or is thought by the Chair to be, an employee or agent of the Exhibitor.

- d) By handing or offering it to any person who appears, or is thought by the Chair to be, an employee or agent of the Exhibitor.
- e) By emailing to the address providing on your application

3.2 The Association shall not be liable to the Exhibitor for any compensation whatsoever as a result of the cancellation or postponement of Field Days (*refer to Tocal Field Day Cancellation Policy on www.tocalfielddays.com*).

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3.3 No refund of any monies paid will be made to Exhibitors in the event of Field Days being cancelled or postponed.

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4. Insurance and security

4.1 The Association arranges night security 2 days prior to, during and 1 day after the event, but shall not be liable for **loss, theft or damage** to the property or person of the Exhibitor, or any person when visiting the Exhibitor site, and is indemnified from liability for any such loss or damage, however caused.

4.2 Exhibitors shall have their **own public risk liability insurance** cover while on site to the value of a minimum \$10 million, and provide a copy of the Certificate of Currency with their application.

5. Site Licence

5.1 The Association grants and the Exhibitor accepts, a licence to enter and **use the nominated site** for the duration of the field days including a one week set-up and removal period either side.

6 Site sub-letting

6.1 Site sub-letting or sharing is not permitted unless by written permission of the Association.

7 Games of chance or raffles

- 7.1 Games of chance or raffles where tickets are sold are prohibited, unless by written permission of the Association.

8 No livestock or dogs

- 8.1 No livestock including dogs are allowed on site without the express permission of the Association. Guide dogs and Assistance dogs excepted with appropriate accreditation documents.

9 Exhibitors cannot:

- 9.1 **Extend the exhibit beyond the limits** of the allocated space or erect barriers to prevent free and uninterrupted passage of the public between exhibits.
- 9.2 Erect display signs or fencing in such a manner as to **cause inconvenience** to other exhibitors.
- 9.3 **Paint or mark** any of the Association's property.
- 9.4 Use equipment producing **excessive noise** such as loudspeakers or microphones. Noisy machines must be demonstrated on sites one at a time only, and such demonstrations must not offend neighbouring exhibitors. The Association may limit times of use for noisy machines.
- 9.5 **Distribute printed matter** or other advertising material at the gates, car parks or anywhere except within the boundaries of their allocated site.
- 9.6 Display, giveaway and/or sell **toy and/or legitimate weapons**
- 9.7 **Sell showbags or nuisance toys.**
- 9.8 **Sell or display used or re-manufactured equipment** (except for educational purposes such as the vintage machinery displays).
- 9.9 **Promote or carry out massages**
- 9.10 Promote any political party.

10 Site preparation and safety

- 10.1 By accepting a site at Tocal Field Days you agree that you and/or your organisation know and understand the requirements of the NSW Work, Health & Safety (WHS) laws as they relate to your business or undertaking with regards to your participation in the TFD and that you will meet the requirements of the WHS laws. You accept that under the WHS guidelines you are the 'Person Controlling a Business or Undertaking' (PCBU) for the conduct of your business at the TFD and as such you are responsible for the Health and Safety of all persons that may be impacted by your Site or business at the TFD. More information on your obligations and current act and regulations are available from www.workcover.nsw.gov.au

- 10.2 To comply with the Workplace Health and Safety Act (WHS), the Exhibitor is responsible for the creation and **maintenance of a safe environment** for both their workers and visitors, including the use of only **safe, appropriately tagged and suitable extension leads** and power boards.
- 10.3 Sales of **food for consumption on site** are not allowed without prior written permission from the Association
- 10.4 Exhibitors wishing to **demonstrate machinery or equipment** shall abide by the Association's instructions regarding movement to and from the demonstration areas, allocated space, soil conditions and a safe and orderly execution of such demonstrations
- 10.5 Exhibitors are **responsible for all costs of repairs** resulting from any damage done to any underground. Please consult the TFD site office prior to any surface penetration.
- 10.6 Sites are to be maintained and **left in a clean, pre-occupancy condition, and waste taken to the allocated bins for recyclable or mixed waste.**
- 10.7 No persons are permitted to **stay on-site overnight**
- 10.8 The exhibition should not be **dismantled or goods removed** from the site during the field days until 4pm Sunday, unless approved by the Association

11 Vehicles

- 11.1 No vehicles other than those authorised by the Association are permitted on exhibition sites during the hours (8:30am to 5:00pm). Cars and vehicles parked on roadways between this time will be removed at the exhibitor's risk and expense
- 11.2 Forklifts

Tocal Field Days provides a forklift on site for assistance in loading and unloading exhibits. Exhibitors may choose to bring their own forklift.

Safety guidelines for the operation of any forklift, Pallet trolleys or mechanised lifting device on site remain the same *regardless of who owns or is operating the device, only persons with the current qualification for the device must be allowed to operate it.*

You must

- Present a copy of your qualification to the site office before using any device on TFD site.
- Have a designated safety /lookout person present at all times it is used to ensure no one walks in the vicinity of the device whilst it is in operation
- Provide a Hi Vis vest to all persons driving, loading, unloading or providing direction