



## SEYMOUR ALTERNATIVE FARMING EXPO 2018

16th, 17th & 18th February, 2018

8.30 am – 5 pm: Friday & Saturday | 8.30 am – 4 pm: Sunday

### Seymour Alternative Farming Expo Terms of Sale - Exhibitor Sites

**PLEASE NOTE:** The acceptance of applications and the allocation of sites is at the total discretion of the Organisers. Site preferences will be considered and every endeavor will be made to satisfy such preferences, however, no guarantee can be given that the site requested will be provided. Sites will only be allocated and Exhibitors kits provided when full payment of the site fee is received.

The application together with these conditions shall, on acceptance, form the Contract between the Exhibitor and the Organiser.

Forms must be completed and returned by email to [exhibitor@seymour.com.au](mailto:exhibitor@seymour.com.au) or via mail to PO Box 204, Shepparton VIC 3630 no later than the 31 October 2017. Site allocations after this date will be made at the discretion of the Organiser.

1. The Organiser grants to the Exhibitor a licence to occupy the Site for the duration of the Event (“the licence”) for the purpose of:
  - a. promoting the Exhibitor’s business (“the primary purpose”);
  - b. erecting such temporary structures as are necessary to facilitate the primary purpose;
  - c. displaying vehicles, machinery, merchandise, or food and beverages related to the primary purpose; and
  - d. subject always to the Organiser’s prior approval, housing and displaying livestock related to the primary purpose.
2. The Exhibitor acknowledges that the Organiser shall not be bound to reserve and/or supply site(s) or any services until payment in full of all the required fees is made by the Exhibitor. Prior to the commencement of the event.
3. Cancellation fees; if the Exhibitor cancels this Contract the following fees apply:
  - a. more than 60 days prior to commencement of the Event – no charge;
  - b. less than 60 days prior to commencement of the Event – 25% of the Site fee;
  - c. less than 30 days prior to the commencement of the Event – 60% of the Site fee;
  - d. cancellations within 3 days of commencement of the Event – 100% of Site fee; andIf the Exhibitor fails to attend the Event at all, the Organiser will retain 100% of the Site fee.
4. The Exhibitor must take out, at its own expense, a public liability policy for the Site for the sum of Ten Million Dollars (\$10,000,000.00) in respect of any single accident or event (“the policy”). The Exhibitor must submit evidence of the policy to the Organiser with the Site Application Form.
5. The Organiser shall have the right to nominate the location of the site(s) allocated to the Exhibitor.
6. The Exhibitor shall not be entitled to assign or sublet all or part of the Site without the prior written consent of the Organiser.
7. The Exhibitor shall not extend its display beyond the boundaries of the Site.

8. The Exhibitor must keep the Site in a clean and tidy condition during the Event. The Exhibitor must clear and reinstate the Site to the condition it was in at the commencement of the licence to the satisfaction of the Organiser within 48 hours of the conclusion of the Event. In the event that the Site is not cleared and reinstated by the Exhibitor as required by this clause resulting in the Organiser cleaning the Site then the Exhibitor must reimburse the Organiser for any costs incurred by it in cleaning and reinstating the Site.
9. The Organiser shall not be held liable for loss of or damage to the Exhibitor's property while it is located within the Complex and for other property not owned by the Exhibitor but located in the Exhibitor's site.
10. The Organiser shall have the right to sell by public auction or private treaty any structure or any plant equipment goods or other articles that shall remain upon the Site after the period referred to in clause 8 and the Exhibitor hereby irrevocably authorises the Organiser to effect such sale and on the Exhibitor's part to give full and clear title to the purchaser. The Organiser can recover its costs in selling those items (including any agent's fees and advertising expenses) together with any other cost or loss it has suffered from the proceeds whereupon it will remit any balance (if any) to the Exhibitor.
11. If the Organiser should find it necessary, expedient or desirable to cancel or postpone the Event, this licence shall cease to operate upon notice to that effect to the Exhibitor and the Organiser shall not be liable to the Exhibitor for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation or postponement and the Exhibitor shall not be entitled to a refund or payment of any money paid by the Exhibitor in relation to this licence.
12. The Organiser may terminate without notice if:
  - a. the Exhibitor commits a serious breach of this Contract; or
  - b. the Exhibitor fails to remedy any other breach of this Contract within a reasonable time (being no more than 24 hours) of receiving notice of the breach from the Organiser,AND the Organiser shall not be liable to pay the Exhibitor any compensation whether on the grounds of loss of profit or otherwise or to refund any money paid by the Exhibitor as a result of termination unless the amount held is less than the loss suffered by the Organiser.
13. No machinery, vehicles, goods or other articles displayed shall be removed from the Site before 4.00pm on the third day of the Event.
14. The Exhibitor must not fuel any vehicles, plant or other equipment within the Complex and shall only be entitled to have such motor vehicles (other than for display purposes) on the site(s) as may be approved by the Organiser.
15. The Exhibitor must conform with the requirements of any legislation which governs the erection of structures the display and/or sale of machinery, vehicles, livestock and all other products or goods of the Exhibitor and the regulations by-laws and ordinances made under such legislation.
16. 16. The Organiser or other person appointed by the Organiser shall have the power to enter upon the Site at any time and remove any article, sign, picture or printed matter which in his or her opinion is either not eligible for display or may be the cause of offence.
17. The dropping of advertising leaflets or other printed material from aircraft over the Complex during the Event is prohibited.
18. Use of amplifiers or loud speakers by an exhibitor is prohibited without the prior written approval of the Organiser which the Organiser can withhold or withdraw at its absolute discretion.
19. The Exhibitor shall not conduct or permit to suffer to be conducted on the Site any competition, game or auction without prior written approval of the Organiser.

20. No pets or livestock other than those provided or approved by the Organiser shall be brought onto the Complex.
21. Any building structure, fence etc., erected on any site(s) by the Exhibitor shall be entirely at the responsibility of the Exhibitor who shall be responsible for its safe installation, maintenance or protection from damage at all time AND no action, claim or demands shall be made or taken against the owner of the Complex or the Organiser for any damage caused whatsoever including any action for negligence or trespass.
22. The Exhibitor shall at all times comply with any directions that may be given by the Organiser or its staff while the Exhibitor is in the Complex.
23. No person shall be permitted to camp or stay overnight in the Complex during the period of The Event.
24. The Exhibitor indemnifies the Organiser against all claims and demands arising under any statute or at common law and whether for loss or damage to property or any injury to or death of any person occurring on or about or resulting from any defect in the Site caused by the Exhibitor or resulting from the use or occupation by the Exhibitor of the Site or for any penalty or other liability arising from such matters other than claims and demands arising from any act default or neglect of the Organiser, its employees agents or contractors.
25. Notices to be given on the Exhibitor in accordance with this contract may either be:
  - a. given to the Exhibitor in person; or
  - b. sent to the Exhibitor by prepaid post to the address shown in the Exhibitor's application.
26. The Exhibitor acknowledges non-exclusive rights to exhibit at the Event and acknowledges that competitors may also exhibit.
27. Where the context permits the following words shall have the following meaning: "The Organiser" means McPherson Newspapers Proprietary Limited;
  - "The Event" means the Seymour Alternative Farming Expo;
  - "The Complex" means Kings Park Showground Complex Seymour;
  - "The Site" means the area within Kings Park Showground Complex Seymour allocated to the Exhibitor by the Organisers;
  - "The Exhibitor" means the applicant for exhibition space at the Event, its employees, agents and invitees.