



2024 Farm World Terms & Conditions

CONDITIONS APPLYING TO GROUND SPACE CONTRACT FOR FARM WORLD 2024

All applications for a Ground Space Contract at Farm World are subject to acceptance by Gippsland Field Days ('Lardner Park'). Lardner Park reserves the right to reject any application in its absolute discretion. The exhibitor will accept the Ground Space area allocated by Lardner Park.

DISPLAY: Lardner Park actively discourages the sale and exhibition of second-hand equipment. We encourage you to present your products in an optimal manner to enhance their visual appeal and promote sales. Fully refurbished equipment and ex-demonstration products and models are acceptable.

EXHIBITOR ENTRY TICKETS: Entry tickets for exhibitors and patrons are subject to public health advice on the day and may be subject to contact tracing and proof of vaccination before entry to the venue.

EXHIBITOR VEHICLE ACCESS & PARKING: Two Vehicle Passes are provided for drop off and collection purposes only and such vehicle is not permitted to remain parked on an exhibitor site but must be parked in any public carpark or the designated exhibitor car park during public opening hours of Farm World. Only "registered trade name" branded vehicles which are part of the exhibit are allowed and MUST remain in position from Thursday (bump-in) through to Sunday evening. Vehicles not complying may be removed by Lardner Park at the exhibitor's expense and may be subjected to exclusion from further Farm World events.

EXHIBITOR STAFFING & SITE MANAGEMENT: Exhibitors must staff their exhibits and are responsible for the condition of the allocated ground space area for the duration of Farm World. The Company shall have the power to enter upon the allocated ground space area at any time and remove any article, sign, picture or printed material, which in its opinion is either not eligible for display or may cause offence.

Lardner Park and its representatives shall have the power to request any person to leave Lardner Park if in the opinion of Lardner Park, the continued presence of such person is undesirable.

Exhibitors must staff the exhibitor site for the full-time opening hours to the public and for all three days of the event. Any exhibitor packing up early and/or departing entirely from their site may be subjected to not being approved for an exhibition stand at Farm World in the future.

The exhibitor shall not conduct on the allocated ground space area or permit or suffer to be conducted any raffle, competition, game or sale by auction not approved in writing by Lardner Park.

It is the responsibility of the exhibitor to clear the allocated ground space area and leave it in the same condition as when allocated, to the satisfaction of Lardner Park and no later than three days after the end of Farm World. Lardner Park shall have the right to sell by public auction or private treaty any property which has not been removed from the exhibitor's allocated ground space area on or before April 30, 2024 and may retain for its use the proceeds of any such sale, unless an alternative arrangement in writing has previously been approved by Lardner Park.

No structure, machinery, vehicles, goods or other articles displayed shall be removed from the allocated ground space area on the last day of Farm World until Lardner Park declares the site closed and that public have safely vacated.

The exhibitor shall not assign or sublet or part with the possession of the whole or any part of the allocated ground space area or purport so to do.

Once the event has commenced, there will be no re-location of sites.

FORCE MAJEURE: In the event of inability of either party to perform its obligations under this Agreement by reason of strike, lockout, riot, industrial action, terrorist act, fire, storm, tempest, biological hazard or organisation, operation of law or other recognised force majeure event beyond the control of either party (but excluding financial difficulty), each party will be released from its obligations under this Agreement in relation to the force majeure event, but without prejudice to any pre-existing claim, liability or responsibility in respect of this Agreement, or to future preform not so effected. An obligation to pay money is never exercised by force majeure.

GENERAL: Bullying or aggressive behaviour will not be tolerated by or to any person at Lardner Park, whether exhibitor, Lardner Park or Committee representative or a member of the public. Offenders may be requested to leave the grounds.

No livestock other than those provided for display or approved by Lardner Park shall be brought onto Lardner Park. The Exhibitor shall indemnify Lardner Park and hold it so indemnified in respect of any claim, demand, suit, proceeding or action howsoever arising out of the occupation of the ground space area by the exhibitor.

INSURANCE: While Lardner Park has general public liability insurance cover at Lardner Park, exhibitors are required to make their own insurance arrangements (including for any contractors, representatives or agents engaged by the hirer) and provide evidence of insurance on your application form or upon request by Lardner Park.

LEAFLETS & ADVERTISING MATERIAL: The dropping of advertising material from aircraft or the display of signs, placards or advertisements in locations other than the allocated ground space area is prohibited. This includes A frame signage impeding pedestrian traffic and the placement of fliers on car windows. Lardner Park shall have the power to enter upon the areas described in the

LIGHTING AND POWER: Exhibitors shall strictly observe all posted directions as the operation of lights (especially overhead sodium lights in the Rotunda), power and water supplies. Failure to do so which results in damage shall render the exhibitor liable to Lardner Park for cost of making good such damage.

Power hats on sites are to be shared between neighbouring exhibitors - please be mindful of the number of outlets utilised.

MARQUEES & FURNITURE HIRE: Orders must be received and paid by Friday 16th February 2024. No late orders can be accepted.

NOISE: Use of amplifiers, loud speakers, microphones or demonstration of overly noisy machinery is prohibited unless previously authorised by Lardner Park.

PAYMENT, CANCELLATIONS* AND REFUNDS:

Payment Schedule :

- **50% deposit** - your allocated site is held for 14 days from date of invoice. The site will become available for sale to other exhibitors after 14 days if payment isn't received.
- **Balance of payment** - due by 16th February 2024. Bookings after 16th February 2024, full payment required at time of booking.

Cancellations & Refunds :

- A refund or rollover of fees to Farm World 2024 will be provided less a \$200 administration fee in the event of:

- * *An exhibitor is unable to attend Farm World 2024 due to border closures or travel restrictions enforced by government authorities;*
- * *The cancellation of Farm World 2024 due to COVID-19 government directives (when applicable);*
- * *No refunds for cancelled sites from 16th February 2024 onwards for non-government directive;*
- * *Cancellation due to medical reasons must be accompanied by a signed medical practitioner's certificate. Refunds will be issued at the discretion of 'Lardner Park'.*

RISK ASSESSMENT: The hirer acknowledges they have read, completed and agree to all terms and conditions contained in the Lardner Park Risk Assessment Form (copy can be found on our website) and will provide the completed document if requested. If any issues or questions arise while completing the form, the hirer will contact Lardner Park to discuss.

SAFETY:

- i. A completed Exhibitor Set Up Information Document must accompany the Ground Space Contract. The Company reserves the right to cancel the Ground Space Contract and retain part or all the monies paid in relation thereto, if there is, in the opinion of Lardner Park, any infringement of any of these conditions and/or if the exhibitor does not occupy the ground space area allocated at the commencement of or during the full period of Farm World.
- ii. Exhibitors and their contractors must, before digging any holes or driving any objects into the grounds, ensure there are no underground power cables, water pipes, or telephone cables which could be damaged or cause injury. Similarly, exhibitors and their contractors must check overhead infrastructure and maintain a safe distance between tall structures including marquees and flagpoles and any overhead wires. Any damage incurred will be repaired at the exhibitor's expense. ANY QUERIES OR UNSURETY, THE EXHIBITOR OR THEIR CONTRACTOR MUST CONTACT LARDNER PARK OFFICE.
- iii. Exhibitors shall conform with the requirements of any Act of Parliament and/or any Regulation, Rule, By-Law or Ordinance made under any such Act, which may govern the erection of structures, the display and/or sale of machinery and/or other products or goods by the exhibitor and/or any activity on the allocated ground space area.
- iv. Lardner Park shall not be held liable for loss or damage to any property brought onto Lardner Park at any time.

WAIVER: No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right. A waiver by one party of its rights as a result of a breach of any other party under this Agreement does not prejudice its rights in respect of any other breach by that other party.

WATER: Sufficient water supplies are included as part of your venue hire, however excessive use of water warranting the purchase of external water supplies will incur a fee post event.

I have read and understand the conditions* applying to my application for Ground Space for Farm World 2024.

DECLARATION : Buy submitting an application I wish to participate in Farm World 2024 and agree to be bound by the conditions endorsed within this application for Ground Space and to pay the Company the total cost incurred as set out above.