



## 2023 Lardner Park Garden & Home Expo Terms & Conditions

### **CONDITIONS APPLYING TO GROUND SPACE CONTRACT FOR LARDNER PARK GARDEN & HOME EXPO 2023**

All applications for a Ground Space Contract at the Lardner Park Garden & Home Expo 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.

**EXHIBITOR VEHICLE ACCESS & PARKING:** Vehicle access to the display area is 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 the event. Only "registered trade name" branded vehicles which are part of the exhibit and MUST remain in position each day from Saturday 14th through to event close. Vehicles not complying may be removed by Lardner Park at the exhibitor's expense and may be subjected to exclusion from further Lardner Park events. **NO VEHICLES ALLOWED IN PAVILIONS AT ANY TIME.**

**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 the Lardner Park Garden & Home Expo. 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 two 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 Lardner Park 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 two days after the end of the Lardner Park Garden & Home Show. 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 one week after the event 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 the event 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/entertainment 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 via a valid Certificate of Currency.

**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 application at any time and remove articles, signs, pictures or any printed material which in their opinion may be cause for offence.

**LIGHTING AND POWER:** Exhibitors shall strictly observe all posted directions as the operation of lights (especially overhead sodium lights), power and water supplies. Failure to do so which results in damage shall render exhibitor liable to Lardner Park for cost of making good such damage. A limited number of power hats may be available in your site vicinity (refer to site map). These hats must be shared between neighbouring exhibitors - please be mindful of the number of outlets utilised.

**MARQUEES:** If you are using an external marquee supplier, they must undertake a site induction, submit relevant documentation to Baw Baw Shire Council and provide public liability insurance to Lardner Park. We will not take any responsibility for works undertaken by them.

**NOISE:** Use of amplifiers, loud speakers, microphones or demonstration of overly noisy machinery is prohibited unless previously authorised by Lardner Park. A demonstration area will be active to showcase these products. Exhibitors located around the demo area must understand that there may be noisy products and equipment operating during the event.

**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 Thursday 14th September 2023

**Cancellations & Refunds :**

- A refund or rollover of fees to the Lardner Park Garden & Home Expo 2023 will be provided less a \$100 inc. gst administration fee in the event of:

*\* Cancellation due to medical reasons must be accompanied by a signed medical practitioner's certificate.*

**EXHIBITOR SET-UP INFORMATION DOCUMENT:** The hirer acknowledges they have read, completed and agree to all terms and conditions contained in the Lardner Park Exhibitor Set-Up information document. (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 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 the Lardner Park Garden & Home Expo.
- 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 THE 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:** There are a limited number of water taps located on the property for your use (refer to site map). You will need to bring a garden hose as taps may not be in your site vicinity.

I have read and understand the conditions\* applying to my application for Ground Space for the Lardner Park Garden & Home Expo 2023. **DECLARATION :** We wish to participate in the Lardner Park Garden & Home Expo 2023 and agree to be bound by the conditions endorsed within this application for Ground Space to pay the Company the total cost incurred as set out above.