

All NZMCA Motorhome, Caravan & Leisure Shows and Second Hand Show

THE GENERAL RULES & REGULATIONS

The general rules and regulations for the governance of the NZMCA Motorhome, Caravan & Leisure Show, (NZMCLS) in addition to those already printed shall be deemed as if they had been printed in full.

1. GENERAL

1.1. The NZMCLS acting through its appointed officer (the Organiser) shall be the sole judge of whether the following terms and conditions have been adequately adhered to. The decision of the Organiser shall in all respects be final. If, in the opinion of the Organiser, a serious breach of these terms and conditions has taken place, an Exhibitor may be required to remove their exhibit within the time specified by the Organiser. In such a case all fees paid or due to the Organiser shall be forfeited. Notwithstanding anything contained in the Show Prospectus, the application for space, or any other document concerning the NZMCLS, the Organiser reserves the unrestricted right to make such rules or orders for the proper conduct of the exhibition, as circumstances may warrant, either before or during the exhibition.

1.2. Applications: All applications for display sites should be made promptly on form via our website. If the application is accepted, in order to secure the site, payment of the non-refundable 20% deposit is to be made within 7 days of the date of the invoice provided by the Organiser. The balance is then to be paid in two instalments. In accordance with the terms of the invoice. The Organiser reserves the right to the specific allocation of sites but where possible will endeavour to meet Exhibitors' requests. Priority will be given in order of application. A high standard of display is required.

1.3. Payments: The Organiser shall provide details of amounts and due dates for payments for exhibiting at the NZMCLS. Time for payments is of the essence. If the Exhibitor fails to make any of the payments on the due dates, the Organiser may, in its sole discretion cancel the booking and resell the site without being liable to account to the Exhibitor for any sum already paid by the Exhibitor and without prejudice to the Organiser's rights to recover any amounts due and owing by the Exhibitor to it or otherwise for damages.

1.4. Late Payment Penalties – Interest may be charged on any amount owing after the due date at a rate of 2% per month or part month. The Exhibitor will indemnify the Organiser, on a solicitor/client basis, for any costs incurred in the recovery of amounts owing or the enforcement of any of these Terms.

1.5. Postponement or Cancellation

The Organiser will not be liable for any failure or delay in providing the Exhibition if:

(a) The failure or delay arises directly or indirectly from an event or circumstance unforeseeable or reasonably beyond the Organiser's control and not arising from the insolvency, or an intentional act or omission, of the Organiser (force majeure event). A force majeure event includes but is not limited to the following:

- (i) act of God;
- (ii) earthquake, flood, fire, storm and adverse weather conditions or natural events for which provision could not reasonably have been made;
- (iii) interruption or failure of any utility services;

- (iv) unpredictable delays which could not reasonably be prevented in delivery of materials, equipment or services;
- (v) sabotage, riot, civil disturbance, explosion, terrorist acts, epidemic, pandemic, national emergency, or act of war;
- (vi) governmental restraint, sanction, expropriation, prohibition, intervention, direction or embargo;
- (vii) strike, lockout, work stoppage or other labour hindrance; and
- (b) the Organiser complies with clause (c) below.
- (c) If the Organiser wishes to rely on clause (a) it will:
 - (i) give you written notice as soon as possible after becoming aware of a force majeure event or likelihood of a force majeure event;
 - (ii) in that notice, provide details of the nature, expected duration and effect of the force majeure event; and
 - (iii) keep you informed of any material changes in the nature of the cause and of the cessation of the force majeure event.
- (d) Due to the committed costs of organising the Exhibition, if a force majeure event occurs, the Organiser may, in its sole discretion:
 - (i) provide a full refund for the site purchased; or
 - (ii) provide a partial refund for the site purchased; or
 - (iii) transfer the site purchased to an alternative event date (once transferred will be non-refundable); or
 - (iv) decline to provide any refund.

1.6 Cancellation by Exhibitor: If a site booking is cancelled by the Exhibitor:

- (a) within 60 days of the Exhibition, the Exhibitor will be liable for 50% of the total site fees;
- (b) within 30 days of the Exhibition, the Exhibitor will be liable to pay the full cost of the site.

Note – 20% deposit is non-refundable

1.7 Co-operation - No Exhibitor shall permit their exhibition stand to be used in such a manner as to conflict with the purpose of the Exhibition or the rights of other Exhibitors. This includes anti competitive comments or behaviour to the detriment of other exhibitors.

1.8 Disputes In the event of any dispute arising between Exhibitors in relation to the Exhibition, such disputes shall be submitted to the Organiser in writing for consideration and the decision of the Organiser shall be accepted by all parties as final and binding.

1.9. Venue: The Venue is anticipated to be the Christchurch Arena in Christchurch, Mystery Creek Event Centre in Hamilton and Great Lake Centre in Taupo. The Organiser reserves the right to change the Venue if required. If a change of venue is required, the Organiser will promptly notify Exhibitors of the new

venue. The Organiser shall not be liable for any loss, damage or expense incurred as a result of a change of venue.

1.10 Exhibition Closure: All Exhibitor's displays must remain on site for the duration of the Exhibition, that is, until the advertised Exhibition closing time. This rule will be strictly enforced. During post-Exhibition pack down, security remains the responsibility of the Exhibitor.

1.11 Utility Service Charges: The Exhibition electrician can only supply extra light and power points on display sites. An application must be submitted and at the service, will be provided at the Exhibitor's expense directly to the electrician.

1.12 Contractors: All Exhibitors shall only use the official contractor(s) appointed by the Organiser for electrical and lighting installation for design and build space options, unless prior written consent is obtained from the

Organiser. Approval of proposed contractors is at the Organiser's sole discretion.

1.13 For the Exhibitor's own design, (for those taking a space option - design & build) The Exhibitor's layout plan of the site design must be submitted to the Organiser for approval no later than 60 days before the Exhibition. Failure to meet approval timeline may result in layout plan being denied necessitating the adherence of the implementation of the plan provided by the Organiser.

1.14 Exhibitors are advised to fully insure all exhibits and goods during the period of the Exhibition against theft, loss or damage to exhibits or any articles belonging to the Exhibitors. The Organiser will not be liable for any loss or damage suffered by the Exhibitor to its site or possessions. All materials used by Exhibitors in the stand and exhibition construction must be properly fire proofed and test and tagged to a current standard.

1.15 Competitions or Contests - Exhibitors desiring to run lottery, raffle, competition, game of chance, sideshow or riding device must gain prior written approval from the Organiser. Competitions or contests must be free of charge to patrons.

1.16 Amendments to Terms—The Organiser reserves the right to update the Terms from time to time at its sole discretion and you will be bound by those amended terms. A current version of the Terms will be available at

www.nzmotorhomeshow.co.nz

1.17 Advertising - Exhibitors shall have the full right to advertise within the confines of their own stand but the Organiser reserves the right to prohibit any such advertising material or equipment which obstructs aisles, interferes with or obstructs neighbouring stands or is, in the opinion of the Organiser, a source of inappropriate and/or causing annoyance to others. No Exhibitor, or employee thereof, may canvas other than from their own stand.

1.18 Noise: Noise Control will be implemented and no loud speakers or loud music or any noise that will affect the next Exhibitor will be permitted. The Organiser/Venue Authority may conduct its own noise monitoring and reserves the right to require compliance on demand. The Organiser/Venue Authority reserves the right to close down sites if there is failure to comply with instructions regarding noise levels.

1.19 Radio and Electronic Devices - The use of radio and other electronic devices within the exhibit spaces as adjuncts to the effective display of the Exhibitor's products or trade process, will be permitted subject to, in each instance, the prior written approval from the Organiser. This regulation

is not designed to discourage the use of such appliances but to ensure them being appropriate so as to not cause any discomfort to other Exhibitors or the public. Plans for their use should be submitted for approval in advance and such use will be subject to regulation during the Exhibition.

1.20 Theft, Damage or Loss - The Organiser is not liable for any loss, damage or theft to any Exhibitors' stand or equipment or property by any means whatsoever. Exhibitors are liable for their own insurance and are required to provide supervision at their site at all times that the Exhibition is open to the public. The Exhibitor indemnifies the Organiser against any claims whatsoever in relation to any losses or damage suffered.

1.21 Security - The Organiser shall appoint security in the exhibition halls and grounds for the duration of the Exhibition. Exhibitors are not permitted on site until one hour prior to the Show opening to the general public, other than food vendors who must make prior arrangements.

1.22 Liability – To the maximum extent permitted by law, the Organiser is not liable for any losses (direct or indirect), damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by an Exhibitor or other person through or in relation to its participation or intended participation in an Exhibition.

2. CONDITIONS OF PARTICIPATION IN EXHIBITION

2.1 The Organiser reserves the right to remove any person from the Exhibition site.

2.2 The Organiser reserves the right to allocate sites or change locations as they deem fit for the success of the Exhibition. The layout of the Exhibition Hall and site sizes and shapes may be modified and site numbers may be changed from those advertised. Exhibitors will be promptly informed of any such changes.

2.3 If an Exhibitor wants to change the site size or location from that applied for (and allocated) and such changes will need to be applied for and approved in writing by the Organiser, and will be subject to availability.

2.4 Exhibitors must use the site name provided by them in their application. Any changes must be applied for and approved by the Organiser at least 90 days prior to the Exhibition.

2.5 Only the official contractor provided by the Organiser for panel and electrical work are permitted to be used by Exhibitors. Refer to the Health and Safety conditions.

2.6 Subletting - Subletting is where an Exhibitor (primary) invites another Exhibitor (secondary) to display or demonstrate their products on the primary Exhibitors site, The NZMCLS has adopted a strict rule around this and the subletting (secondary) Exhibitor must: 1. Eligible to exhibit at the NZMCLS. 2. Complete and sign an application form and pay the sublet fee of \$300.00 plus GST, if the secondary Exhibitor fails to complete an application form or pay the sublet fee, they will be closed down. The subletting (secondary) Exhibitor will have a separate programme listing and their own ticket allocation.

2.7 The Organiser reserves the right to order the closure or removal of any equipment or device at any time during installation or during the Exhibition if in the Organiser's opinion, such an equipment or device is dangerous or unsuitable. If the Exhibitor fails to comply with these, the Exhibitor shall immediately, on receiving notice, remove the said equipment/device or product from the Exhibition Hall failing which, the Organiser will arrange to have the said equipment/device or product removed from the site at the Exhibitor's expense and the Organiser will not be held liable for any loss or damage or any loss in business which may occur during or as a result of the removal.

2.8 If the Exhibitor fails to recognise reasonable standards of behaviour during installation or during the Exhibition, the Organiser shall have the right to remove such persons from the Exhibition Hall and the Organiser shall not be liable for any loss or damage which may be occasioned by the removal.

2.9 To avoid damage; no items are to be attached, pinned, stapled or adhered to any door, wall or window or other parts of the building. The Organiser and Venue Authority must approve the hanging of banners. Smoke machines, special balloon effects and /or pyrotechnics cannot be operated without prior written consent from the Organiser and Venue Authority, due to the effect this may have on the smoke detectors. Should the Fire Brigade respond to an alarm caused by unauthorised usage of special effects, the Exhibitor will be liable for any charges incurred by the Organiser and/or Venue Authority.

2.10 The Exhibitor shall ensure that all goods/packages to be delivered to Organiser and Venue Authority are adequately marked with the name and start date of the function, Organiser and Venue Authority contact name and the senders name and contact phone number. Packages to be collected after the event should be sealed and correctly addressed, with the senders name and contact phone number. The Organiser and Venue Authority take no responsibility for any loss of or damage to any items delivered to the Organiser and Venue Authority for use prior to, during or after the Exhibition.

2.11 Set up time and breakdown time allocated by the Organiser is to be followed strictly. Exhibitors are allowed to display their products only within the confines of their allocated areas. All aisles between stands must be left clear.

2.12 Any products/furniture/panels/table cloths/bins or other accessories provided by the Organiser or Venue Authority are the responsibility of the Exhibitor and shall be at the Exhibitor's expense for replacement if lost or damaged.

2.13 Prohibited Goods: Dangerous goods/articles: These are not to be brought into the Venue. No firearms, explosives, flammable liquids or other dangerous substances or articles which may cause damage or injury to property or persons are to be brought to the Exhibition without the prior written consent of the Organiser and Venue Authority. Notwithstanding any such consent, the Exhibitor will indemnify the Organiser and the Venue Authority in respect of any liability or expense it incurs as a result of any damage or injury.

2.14 Broadcasting, recording: No radio or television broadcasts, motion pictures or other films, recordings or video tapes or electronic or digital recording of any kind whatsoever are permitted to be made of any of the event itself in the premises without the prior written consent of the Organiser.

2.15 No Smoking: The Venue and Exhibition is strictly smoke-free.

2.16 Break down of site: If any Exhibitor starts to break down their site prior to the specified Exhibition closing time, the Exhibitor will be liable to pay a penalty of \$200.00 plus GST.

3. INDEMNITY, INSURANCE AND LIEN

3.1. All stands and exhibits are at the risk of the Exhibitors and the Organisers shall not in any way be responsible for any loss or damage. Exhibitors must take out and maintain for the duration of the Exhibition Public Liability insurance (minimum two million dollars cover) and any other insurance which the Organiser or Venue Authority may reasonably require of the Exhibitor. The Exhibitor must provide a copy of the insurance certificate before they begin to set up their site on terms acceptable to the Organiser.

3.2. The Exhibitor fully indemnifies the Organiser and Venue Authority including its officers, affiliates, servants, agents, staff, representatives, officers, contractors, sub-contractors, volunteers, employees, visitors against all losses, liabilities, claims, damages and expenses (including consequential loss) which they may suffer or incur directly or indirectly through or in relation to the Exhibitor's participation or intended participation in an Exhibition.

3.3. The Exhibitor acknowledges and agrees that the Organiser and/or Venue Authority shall not be responsible for any failure of telecommunications or other electronic communications at the exhibition venue, which is beyond the Organisers and/or Venue Authority's control.

3.4. The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

HEALTH & SAFETY

4.1 In accordance with the Building Act 2004 and the Health and Safety at Work Act 2015; Exhibitors, contractors, subcontractors undertake at all times need to comply with and indemnify the Organiser/Venue Authority for any cost, claims or liabilities arising as a result of the Exhibitor's actions or inactions or its failure to comply with Local Authority bylaws or Government legislation and/or regulations relating to the Exhibitor's site/stand or the exhibition venue. 4.2 Exhibitors must obey all instructions and signs whilst onsite to ensure that their actions will not create hazards to people or property.

4.3 Speed limit within the complex is strictly 15 km/h.

4.4 All fire and emergency exits are to be kept clear at all times

4.5 Smoke stop doors are to be kept closed at all times, except when attended by a doorperson.

4.6 Smoking is not allowed at the Venue.

4.7 On hearing a fire alarm please leave the building immediately by the nearest Fire Exit. Assemble at the area designated on the Fire Notice at the Exit Door and await further instructions. Proceed to an area clear of buildings and remain outside the buildings until a clear signal is given. Instructions will be given by the Organiser's personnel and supervisors appointed by Organisers/ Venue Authority of each hall or by fire officers. Please do not use lifts when there is a fire alarm on or when there is a fire situation. Please follow instructions given by supervisors appointed by Organisers/Venue Authority/ fire officers.

4.8 Signs, placards and posters/promotional material are not to be nailed or stapled to any surface without written permission. Similarly, no items are not to be hung from suspended ceilings. The Exhibitor shall not paint, mark or damage the velcro panels of the sites, walls or the floors of the buildings and exhibition halls. The repair of any damage to walls, doors, ceilings etc. of the exhibition venue and other parts of the buildings will be at the Exhibitor's expense. Exhibitors will be liable for any damage to the sites, the exhibition hall where their exhibits are placed and any damage caused in and around the Exhibition Halls and outside areas of the Exhibition Halls and of the adjacent buildings.

4.9 The provision of additional external communication lines shall be the responsibility of the Exhibitor and at the expense of the Exhibitor including telephones and internet (It usually takes at least one month's notice or more to apply with Spark).

4.10 The aisles should be clear for visitors to the Show. It is therefore important that Exhibitors keep within their contracted space. Exhibitors shall ensure that all exits are clear and all emergency equipment; including power boxes on the walls above the stands do not cause any obstruction.

4.11 Exhibitors shall ensure that during build up and breakdown that the aisles are clear of debris and Exhibitor's products. The aisles must be free from obstruction at all times.

4.12 No one should be in the exhibition halls during build up/ breakdown time while contractors and workers are undertaking construction or pull down work.

4.13 There will be an allocated time for Exhibitors to come in during build up/setting up and breakdown time and Exhibitors are allowed to be in the hall/s only during the allocated time for Exhibitors and while the builders are working/constructing or pulling down, no one should be in the hall for safety reasons.

4.14 Only authorised staff of Exhibitors will be permitted to enter the halls during the allocated time for Exhibitors and no children will be permitted to enter the halls during this time.

4.15 Closed-toe footwear must be worn at all times for build up/of sites.

4.16 No alcohol shall be drunk during build up or break down time.

4.17 Exhibitors or those who are warming up food in a small electric frypan and those involved in the cooking demos, require a fire extinguisher and fire blanket. The arrangements must be made in advance and permission in writing must be given by the Organiser for these activities. No gas stoves/cylinders are permitted. Should you require using a BBQ with gas cylinder this needs to be discussed with the Organiser and the Organiser will get permission from the Venue Authority. A written permission will then be given to the Exhibitor.

4.18 Electrical work will need to be done only by the Organiser/ Venue Authority's contractors. If there is electrical work to be done, please inform the Organiser in advance by filling in the form for electrical work. The form will be sent to you closer to the exhibition date. The Organiser requires at least 6 weeks' notice. Any extra electrical work is at the Exhibitor's expense.

4.19 Please ensure that all power cabling is not in the way of visitors and staff at all times. Ensure that the electrical works are in good order. Lighting must be compliant and securely fixed.

4.20 To avoid tripping hazards, please tape down all electrical cables.

4.21 Identify potential hazards regularly. Keep checking.

4.22 Any material used by the Exhibitor in the site must be fireproofed.

4.23 Only electricity can be used as a source of light or power at the exhibition venue.

4.24 Gas appliances may only be used with the written approval from the Organiser and Venue Authority.

4.25 Gas-filled balloons shall not be used at the Exhibition Venue under any circumstances.

4.26 Keep the stand/site and surroundings clean and remove all waste materials at all times.

4.27 All containers and packaging that are not for display must be removed or disposed after installation and dismantling. No pressurised containers shall be used at the exhibition hall without prior written approval of the Organiser.

5. COMPLIANCE SECTION

5.1 Power Cables- Electrical wiring must comply with AS/NZS 3002:2008 Electrical Installations – Shows and Carnivals. Any equipment, which will be plugged into venue power, must carry a current “Test & Tag” label.

5.2 Vehicles:All vehicles with LPG Cylinders or gas appliance are required to comply with the NZ Gas regulations and met with all current NZ Industry standards. All Vehicles, Motorhomes, Caravans, Fifth Wheelers or the like, must comply with NZ Land Transport Safety Authority compliance laws.

5.3 Legal Requirements - Notwithstanding anything contained in any part of these terms and conditions, it shall be the express responsibility of each Exhibitor to ensure that their exhibit complies in all respects with such legal and local government requirements as may be in force at the time of the exhibition. All Exhibitors must comply with all provisions of the Health and Safety at Work Act 2015.

5.4 Fire Retardant Materials - In compliance with the NZ Building Code (C3/ASI Table 4) Exhibitors are informed that curtains, drapes or backdrops are to be restricted to Fire Retardant Materials with a flammability index not greater than 12. Further information may be obtained from the Building Inspections Department, Waipa District Council. 5.5 Fire Extinguishers - Any Exhibitor cooking food on site shall provide at least one dry powder extinguisher of a minimum 2kg capacity per 200m² of floor area. Each extinguisher shall be mounted near an exit way with extinguishers clearly marked with approved signage and be visible within their stand.

6. FOOD AND LIQUOR SITE HOLDERS

6.1 The Exhibitor is responsible for complying with all the health and hygiene regulations under various relevant Acts of Parliament and the relevant City or District Council bylaws.

6.2 All Exhibitors selling food, beverages or alcohol or doing sampling are required to be licensed. A certificate is required for you to exhibit at the NZMCLS. Exhibitors shall provide details for products for sale, activities at site e.g. food storage, preparation, cooking, stall set up and licenses already in place e.g. Council food premises licence details or NZFSA exemption registration details. Check out, if your site is exempt from requirement to hold a food stall licence for this event. Consent on this matter should be obtained from the relevant District or City Council.

6.3 Please apply for a special liquor license 8 weeks (2 months) in advance.

6.4 If an Exhibitor who is involved in the food sector, does not have the necessary certificates that relevant District or City Council needs, then the Exhibitor will not be allowed by the relevant District or City to exhibit and all monies paid will be forfeited.

6.5 If any Exhibitor wishes to offer alcoholic sampling and or hold bottle sales for consumption off the premises, then a Special Licence will have to be applied for and issued. A requirement for the Special License is that a holder of a Manager’s Certificate will need to be nominated and be present and be on duty for the Duration of the Show. A Manager’s Certificate needs to be accompanied with your application for “Special License Certificate”.

6.6 Contact the Organiser well in advance to arrange for the “Owner’s Consent Written Authorisation” with the Venue Authority – Organiser and Venue Authority and this is required by relevant District or City Council.

6.7 If you are an Overseas Company and you are dealing with food or liquor, then the same rules as above apply for foreign companies. The Organiser will do its best to help you with the process and guide you on a without prejudice basis. The Organiser needs to be contacted at least 3 months in advance to get the paper work done.

7. SPECIAL SERVICE

7.1 Publicity materials of any Exhibitor may only be distributed from the Exhibitor's own site. No advertising or touting for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Site.

7.2 The Organiser reserves the sole right to distribute promotional material/information and photographs with regards to the Exhibition to promotional and advertising organisations, media and site contractors before and after the Exhibition and takes no responsibility for any mis-descriptions, errors or omissions in its promotional material. 7.3 With regards to the Privacy Act, the Exhibitor shall let the Organiser know in writing if the Exhibitor has any objection to the transfer of the information to the third parties on signing this contract.

7.4 All exhibits, site materials/publicity material, and the like display items of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser and Venue Authority. Any exhibits or site materials/publicity materials left behind in the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser and Venue Authority at the expense of the Exhibitor concerned.

CODE OF CONDUCT

Exhibitors are expected to have a high standard of ethics and behaviour before, after and for the duration of the Exhibition.

8.1 The sales process whilst competitive, should not impact on the brands and integrity of others.

8.2 As a general rule, Sales representations should be made based on the intrinsic value of your OWN product: not on the goods or reputation of others.

8.3 Where it has been brought to the Organiser's attention that an Exhibitor is, or may be, acting in an unprofessional or unfair manner, the Organiser will, if it deems necessary, issue a verbal and/or written warning to the

Exhibitor. Should, in the opinion of the Organiser, the Exhibitor continue to act in breach of these Terms then it reserves the right to issue a notice of eviction. The Exhibitor will comply with the notice of eviction. There will be no recourse and no correspondence will be entered into.

GOVERNING LAW

9.1 This Terms & Conditions Contract for Exhibitors' shall be governed by and construed in all respects in accordance with the laws of New Zealand and the Exhibit/Stall Holder irrevocably submits to the exclusive jurisdiction of the New Zealand Courts.