

# ROTARY FNQ FIELD DAYS INCORPORATED

ABN 11 205 971 734

## 2021 Rotary FNQ Field Days

### Terms and Conditions for Exhibitors

#### Introduction

- 1) Rotary FNQ Field Days Incorporated ABN 11 205 971 734 (“**the Organiser**”) holds field days enabling exhibitors to demonstrate and market their goods and services.
- 2) The Exhibitor wishes to demonstrate and market your goods and services at the field day to be held on 26, 27 and 28 May 2021 (“**the Field Days**”) at Kerribee Park Rodeo Grounds, 614 Mareeba Dimbulah Road, Mareeba QLD (“**the Site**”).
- 3) The Organiser wishes to grant a licence for the Exhibitor to enter and occupy a space (“**the Space**”) within the site and the Exhibitor wishes to accept that license on the terms and conditions set out in these Terms and Conditions for Exhibitors (“**these Terms**”).

#### Operative part

- 4) The Organiser warrants that it has a lease at the Site which permits it to grant a license to the Exhibitor to enter the Site and occupy a Space nominated by the Organiser. The Organiser reserves the right, however, that it has the right on reasonable notice to the Exhibitor to nominate an alternative or replacement site for the Field Days and to allocate a different space.
- 5) The Exhibitor warrants that they are authorised and have capacity to enter into an agreement on these Terms and agrees that on allocation of to be bound by these Terms.
- 6) Our 2021 Rotary FNQ Field Days Event is open to the General Public during the following times:-
  - Wednesday 26 May 2021 - 9am till 6pm (gates close 5pm)
  - Thursday 27 May 2021 - 9am till 6pm (*Please note, we will be offering free entry from 4pm on this day to encourage townspeople to visit.*)
  - Friday 28 May 2021 - 9am till 4pm

Exhibitors will be required to have their Exhibit Site open to the public at all times during the 3 days of the Field Days Event.

- 7) Subject to prior payment of the Booking Fee as agreed by the Organiser and the Exhibitor, the Organiser grants and the Exhibitor accepts a licence to enter the Site and use the Space for the duration of the Field Days and for a set up period beginning on Monday 24 May 2021 at 12 Midday. and a pack down period ending on Sunday 30 May 2021. (“**the Licence**”).
- 8) The Exhibitor acknowledges and agrees that they will:
  - (a) use the Space for exhibition and sale of goods and services and for no other purpose;
  - (b) not interfere with the enjoyment of other licensees, attendees or the Organiser; and
  - (c) give purchasers of goods proof of ownership of those goods (a receipt of similar) to be presented as necessary to any security officers or gatekeeper.

- 9) The Exhibitor acknowledges and agrees that it enters the Site and occupies the Space entirely at its own risk. The Exhibitor further agrees that the Organiser will not be held liable for any loss, damage or injury to the Exhibitors’ property or person or the property or person of its directors, employees or agents in connection with the Field Days.

- 10) The Exhibitor must provide a copy of their current Certificate of Currency of Public Liability Insurance for an amount of not less than \$20,000,000.00 to the Organiser no later than two (2) weeks prior to the event. **Exhibitors will not be admitted to the Site unless this condition is met.**

11) The Organiser will issue passes permitting access to the Site (“**Gate Passes**”) to Exhibitors as follows:

Market Stall Exhibitors	1 Pass
Cattle Pen Exhibitors	2 Passes
All other Exhibitors	4 Passes

These passes, which will be in the form of wrist bands, will cover the whole three days of the Event.

Extra Gate passes can be purchased from the Rotary Site Office at the Field Day for the discounted price of \$5 each (for the 3 day Event) and can be arranged prior to the Field Days.

- 12) The Exhibitor acknowledges and agrees that Gate Passes must be presented at all times for entry to the Site including entry by the Exhibitors Entry gate. Exhibitors will be refused entry during these times if gate passes are not presented upon entry.
- 13) Except with the written consent of the Organiser, the exhibitor must not assign any right under the License or allow any other person to occupy the Space.
- 14) If the Organiser acting reasonably decides to cancel or postpone the Field Days the License will, on notice to the Exhibitor, be terminated and be of no effect. The Exhibitor acknowledges and agrees that they are not entitled to any compensation for any loss arising as a result of such cancellation or postponement.
- 15) If the Exhibitor wishes to cancel the License, the Organiser will refund the Booking Fee as follows:
- (a) Six (6) weeks or more before the start of the Field Days, 50 per cent of the Booking Fee;
  - (b) Less than six (6) weeks, no refund.
- 16) If the Exhibitor is unable to travel due to Covid-19 Border Closure and needs to cancel the License, the Organiser will refund the Booking Fee as follows:
- (a) Six (6) weeks or more before the start of the Field Days, 100 per cent of the Booking Fee;
  - (b) Less than six (6) weeks, 75 per cent refund.
- 17) The Exhibitor acknowledges and agrees that the Organiser may cancel the License and retain the Booking Fee if the Exhibitor:
- (a) breaches the terms of the License;
  - (b) does not occupy the Space at the start of and during the full period of the Field Days; or
  - (c) in the sole opinion of the Organiser engages in offensive, dangerous or illegal conduct.
- 18) The Exhibitor acknowledges and agrees that the Organiser may cancel the License due to an unforeseen circumstance and Organiser finds it necessary that the event gets cancelled.
- (a) If this occurs before 30<sup>th</sup> April 2021, 100 per cent Booking Fee will be refunded.
  - (b) After that date until opening date of the event a refund of Booking Fee will be 75 per cent.
- 19) The Exhibitor must comply the requirements of all acts of parliament which govern:
- (a) the erection of structures;
  - (b) the display and/or sale of machinery and other goods and services;
  - (c) workplace health and safety; and
  - (d) livestock (including the National Cattle Health Statement and relevant permits).
- 20) The Exhibitor must not without prior approval of the Event Organiser
- a) fly drones over the Field Days site during the set-up/break down period ie between the dates of 26 May 2021 and 29 May 2021. (please refer to the Field Days Drone Policy listed on our website)

- 21) The Exhibitor must not without prior approval of the Event Organiser
- (a) erect any building or structure;
  - (b) drill or dig any bore, well or hole;
- 22) At the end of the License, the Exhibitor must leave the Site and the Space in the same condition, fair wear and tear excepted, as at the start of the License. The Exhibitor acknowledges and agrees that they will pay on demand all costs of restoring the Site and the Space to its condition at the start of the License incurred by the Organiser as a result of the Exhibitor's actions or those of their directors, employees or agents.
- 23) The Exhibitor must not, without the prior approval of the Organiser:
- (a) use amplifiers or loud speakers;
  - (b) conduct or allow to be conducted on the Site, any competition, raffle, art union or game;
  - (c) have out of hours functions at site or other areas at the field day
  - (d) bring any livestock onto the Site
- 24) The Exhibitor must not, drop advertising leaflets or other similar material from aircraft above the Site or display any signs, placards or advertisements in locations other than the Space.
- 25) Paid Exhibitors with a booked Site are able to have Donation boxes and/or sell Raffle tickets on the following basis:- That collection boxes are positioned on the tables within the Site surrounds, and, at no time are members of the Public solicited for donations whilst walking by.
- 26) The Exhibitor must ensure that the Space and any displays or similar are ready for attendees no later than 9am on Wednesday, 26 May 2021.
- 27) The Exhibitor must not remove from the Space or the Site any large machinery, vehicles, or other large articles on displayed before 4pm on Friday, 28 May 2021. No transport or vehicles will be admitted into the Site prior to 4pm on Friday 28 May 2021.
- 28) The Exhibitor must remove all vehicles not being exhibited before 8:30am on both Wednesday 26 May 2021, Thursday 27 May 2021 and Friday 28 May 2021. The Exhibitor acknowledges and agrees that the Organiser may tow any vehicles not so removed at the cost and expense of the Exhibitor. To remove doubt, the Exhibitor must not bring or permit any vehicle to be brought into the Site during the Field Days without the prior permission of the Organiser.
- 29) The Exhibitor must follow the direction of Site Safety Plan and also follow any Health Plans seen necessary to implement due to Government restrictions and regulations.