

TERMS & CONDITIONS OF EXHIBITING – NZ Bike Expo

1. Event owner – Cycling Action Network (CAN) is the NZ Bike Expo event organiser (the Organiser), and through an appointed agent is responsible for the event.
2. Exhibitor definition – The Exhibitor is the individual, company or organisation named on the NZ Bike Expo 2018 exhibitor registration form.

A company or organisation is a company, trust, or incorporated society registered in New Zealand or a New Zealand statutory entity.

An individual is a natural person residing in New Zealand.

3. Date and location – The NZ Bike Expo is scheduled to be held on 13 and 14 October 2018 in Christchurch.
4. Purpose – The purpose of the NZ Bike Expo is to promote everything to do with the bicycle, to encourage more people to bike, more often.
5. Exhibitor space and occupancy guidelines – The Exhibitor shall solely occupy the stand allocated to them, unless it has been pre-agreed in writing by the Organiser that the space can be shared by two Exhibitors.

Stands shall not be re-allocated (sublet) or be occupied by any product/organisation/business, other than those specified on the exhibitor registration form.

Each stand is 3m x 3m and will be divided with 2.3m high charcoal Velcro receptive partitions. Standard venue lighting will provide basic lighting to all stands. Exhibitors can book a single, double or triple stand. Other options may be approved by the Organiser, but must be done in advance and in writing.

The Exhibitor shall not encroach into aisles, alter the size, shape or position of their allocated stand or construct a display stand of a height exceeding 2.3 metres, except in accordance with the prior written permission of the Organiser and the neighbouring Exhibitors (if any).

No Exhibitor shall permit their exhibition space to be used in any manner that conflicts with the purpose of NZ Bike Expo or the rights of other Exhibitors.

6. Exhibitor stand allocation – The Organiser will allocate stands at the Organiser's discretion, but will make every effort to ensure good flow for the visitor, and will (to the best of their ability) take into account requests from each exhibitor.

The Organiser reserves the right to alter or amend stand allocation and the floor plan.

7. Exhibitor pack-in – Exhibitors have between 3pm to midnight Friday 12 October and 6am to 9:30am Saturday 13 October to set up their stands. All stands must be complete and no trolleys, signage, product or packaging etc. are to be in the aisles or stands after 9.30am Saturday 13 October.
8. Exhibitor pack-out – Exhibitors must not begin removing their exhibit until after closing time on the last day of event. All displays must be removed from the site by midnight Sunday 14 October. The Organiser, at the Exhibitor's expense, will remove any property remaining on site after this time.
9. Exhibitor signage – Exhibitors shall have the 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 annoyance to others.

No Exhibitor or Exhibitor agent may canvas or solicit other than from their own exhibition stand.

10. Utilities – Power, additional lighting, tables, eftpos terminals, data points and other extras are all additional costs that are the responsibility of the Exhibitor to purchase directly from the event fit-out partner, as desired.

The Organiser will pass on the Exhibitor's contact information to its stand fit-out partner once the registration has been completed. Any additional needs will be determined between the Exhibitor and fit-out contractor, without additional involvement by the Organiser.

The Exhibitor shall on signing this contract inform the Organiser if there is any objection to the transfer of information to third parties.

A requirement of the venue is that all electronic devices (other than phone chargers and laptop chargers) intending to be plugged in to the electricity supply by the exhibitor, must be tested and tagged to ensure the device is safe. The Organiser will supply details of an electronic testing company and arrange for them to be available (at the Exhibitor's cost) on site.

11. Responsibilities of the Exhibitor re venue and stand fit-out – The Exhibitor shall be liable for any damages caused to the walls, floors, fittings or infrastructure as a consequence of activities they have conducted as part of the Expo. The owners of the building and infrastructure together with the Organiser shall be the sole judges as to whether damage occurred.

12. Marketing – Exhibitors can arrange for their stand signage to be designed and produced by the events signage partners, for an additional cost.

The Organiser will pass on the Exhibitor's contact information to the signage contractors once the registration has been approved, so that additional needs can be determined between the Exhibitor and signage contractor, without additional involvement by the Organiser.

The Exhibitor shall on signing this contract inform the Organiser if there is any objection to the transfer of information to third parties.

13. Payment – Once your registration has been received you will be issued with an invoice. Payment is due within 30 days of issue, unless an alternative arrangement has been agreed to by the Organiser. To qualify for the Loyalty rate, payment must be made in full by 31 May 2018. To qualify for the Early Bird rate, payment must be made in full by 31 July 2018. For Regular rates, payment is due in full by 30 September 2018. If a booking is accepted after 30 September, payment must be made before the pack-in day.

If for any reason the Exhibitor does not make any of the payments as specified above, the Organiser may, at its discretion, proceed to re-let the site without being liable to account to the Exhibitor for any sum already paid.

The Organiser shall be entitled to charge interest at the rate of 5% per month for every day that payments required of the Exhibitor remain outstanding, calculated on the balance due, up until the date payment is made, plus a one off administration fee of \$50. The Exhibitor will be responsible for all collection costs (including legal fees) to the Organiser, in the event payment is not made by the due date.

In the event of NZ Bike Expo being cancelled, except in the case of force majeure, the Organiser will refund to the Exhibitor 100% of any costs paid by the Exhibitor.

14. Cancellation policy – If an Exhibitor decides to cancel their NZ Bike Expo booking, the Exhibitor may do so by giving a written notice to the Organiser. Cancellation charges will occur as per the following schedule:

Cancellations prior to 31 August 2018 incur a 50% cancellation fee of the total cost of the stall.

No refunds for cancellations after 31 August 2018.
15. Insurance – The Exhibitor must hold Public Liability Insurance. Proof of this may be required in digital format, no later than one week before the event.
16. Responsibilities of the Organiser re harm caused – The Organiser shall not be responsible nor liable for any damage claimed by any person or persons who may be injured whilst in the area allocated to the Exhibitor. The Exhibitor agrees to indemnify the Organiser for any loss suffered in the event of any claim made against the Organiser.
17. Responsibilities of the Organiser re damage/loss – The Organiser bears no responsibility for the Exhibitor's goods, for damage, loss or theft of your stock/equipment, accessories or for the Exhibitor's legal liability. Any goods left on site are done so at the Exhibitor's own risk.
18. Force Majeure – In the event of the NZ Bike Expo being cancelled or terminated because of circumstances out of the Organiser's control, the Organiser will refund to the Exhibitor 75% of any rental paid by the Exhibitor.
19. Promotion –The Exhibitor agrees the Organiser can photograph, record, promote, advertise and market the Exhibitor as part of the Event, now and in the future. No financial remuneration shall be payable to the Exhibitor, however on written request the Exhibitor can ask to be excluded from such promotional aspects.
20. Legal obligations – 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 event.
21. Health & safety – The Exhibitor agrees to abide by the Organiser's health and safety plan for the event (which will be provided before the event) and agrees to comply with all provisions of the Health and Safety in Employment Act 1992 and subsequent amendments.
22. Event organiser/owner – Cycling Action Network (CAN) is the event Organiser (the Organiser) and, acting through the appointed officer, shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of the event Organiser shall in all respects be final and conclusive. If, in the opinion of the event Organiser, a serious breach of these terms and conditions has taken place an Exhibitor may be required to remove their exhibit or part of their exhibit, and in such a case all fees paid or due to the Organiser shall be forfeited.
23. Amendment of a clause – If any clause no longer applies, e.g. if a Court rules it invalid, the rest of the agreement will remain in place. The Terms and Conditions of Exhibiting will continue as if that clause had not existed. If a Court changes a clause, the Court's version of the clause will be used in the Terms and Conditions of Exhibiting.
24. These terms were updated on 6 March 2018.