



# BOOKING FORM

Name of Exhibitor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Confirmed Stand Site/s: \_\_\_\_\_

Cost of preferred stand site/s \$ \_\_\_\_\_

GST on cost @ 15% \$ \_\_\_\_\_

**Total cost GST inclusive** \$ \_\_\_\_\_

A deposit is required to secure @ 35% of Total C to be paid within 35 days \$ \_\_\_\_\_

**CONTRACT ACCEPTANCE**  
I/We have read and accept the TERMS OF CONTRACT for participation and stand allocated. I/We further accept to pay the balance due as outlined in the Terms of Contract on or before 31st May 2018 failing which the organisers may otherwise dispose of the said space and my/our deposit will be forfeit and I/we will remain responsible for the balance outstanding as per the terms outlined. The undersigned acknowledges that he/she has the authority to execute this document. (Please sign below and forward to the Organiser at the above address.)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_



# TERMS OF CONTRACT

## 1. TERMS OF REFERENCE

In these Terms of Contract the term 'Exhibitor' shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting.

The term 'Exhibition' shall mean: NZ Sign Expo

The term 'Organiser' shall mean: N Z Sign & Display Association (Inc), PO Box 28 102, Beckenham, Christchurch 8424.

The term 'Venue' shall mean: ASB Showgrounds

The term 'Contract' shall mean the contract for exhibit space at the Exhibition entered into between the Organiser and the Exhibitor which incorporates the Terms of Contract and any rules and regulations that may be subsequently issued. The signing of this Contract and its acceptance constitutes acceptance of the complete conditions of the Venue for participation in shows and exhibitions presented at the ASB Showgrounds. The Organiser reserves the right to accept or reject any application and to control the type of exhibit.

## 2. SPACE

Allotment of space by the Organiser to the Exhibitor shall constitute a licence to exhibit and not a tenancy. The Organiser will give the Exhibitor possession of the area specified in the Contract for the exhibit during establishment and dismantling times and public hours and a reasonable time before and after the public hours to allow for preparation and cleaning. The Organiser shall allocate the space in accordance with the nature of the exhibits or the manner he deems fit. The Organiser shall reserve the right to change the space allocated to the exhibitor at any time prior to the commencement of the build-up of the Exhibition should circumstances demand. Such changes shall be at the discretion of the Organiser and the Exhibitor shall have no claim for compensation as a result of the changes.

## 3. TERMS

The rental of the space shall be paid as follows;

- a) deposit of the rental as per the application for display space.
- b) balance of the rental sixty days before the establishment time commences.

The Exhibitor may not sublet or assign or part with possession of his space except with the prior written consent of the Organiser. The Exhibitor will use the space only for the purpose authorised by the contract and will have the exhibit ready and operating at the commencement of viewing hours and will keep the exhibit operating during such hours. If the exhibitor does not comply fully with these clauses, the Organiser may (without releasing the Exhibitor from any other liability) deny the Exhibitor access and/or may relet the space to another party. An Exhibitor shall be deemed to have undertaken not to cancel or withdraw the application once the Contract has been signed and space allocated. 65% of the total rental may be refunded if the Exhibitor cancels up to 120 days prior to the commencement of the Exhibition. In the event that an Exhibitor withdraws from the Exhibition within ninety days before the establishment time commences, the deposit will not be refundable and all sums due up to and including the date of withdrawal will be payable, whether or not the site to such withdrawal be relet. Additionally all costs incurred in securing the balance of rental and a penalty payment of 2% per month on the balance of outstanding rental as from the due date will be payable. All exhibits are subject to a general lien in favour of the Organiser for all sums due from the Exhibitor to the Organiser under the terms of this contract. The Organiser shall not be liable for the postponement, and Government or a local authority, action of the Venue, fire or any matter or thing beyond the control of the Organiser or the Organiser's agents. The Exhibitor may not sell products and equipment other than that normally traded by the Exhibitor without the express permission of the Organiser. The Organiser, or the Organiser's agents, may from time to time make such rules, or give such directions as it considers necessary for compliance with any laws, regulations or by-laws imposed by national or local authority, or with any directions given by the owner/lessor of the exhibition building or site, or for the conduct of the Exhibition and maintenance of the building/s. The Exhibitor will observe any such rules or directions. The Organiser reserves the right to recover from the Exhibitor any charges made under the general title of Goods and Service Tax or any other charges, taxes, fees or duties that action of the New Zealand Government or its agencies cause to be incurred. If any part of this contract is found to be invalid or of no force or effect under any applicable laws, executive order or regulation imposed by any authority having jurisdiction, this contract shall be construed as though such part had not been inserted therein and the remainder of this contract shall retain its full force or effect. This Contract shall be governed by and construed in accordance with the laws of New Zealand.

## 4. STANDS

Exhibitors must take all reasonable care with the facilities of the ASB Showgrounds and third party suppliers and in particular must comply with the Auckland City Council's requirements regarding stand construction. It is essential that floors walls and ceilings are not damaged in any way. No part of the structure may be painted. Temporary walls or surfaces may be attached provided the original finish of the structure is not harmed. Back and side walls of stand modules supplied by the organiser must be made good by the Exhibitor. All additional fixtures must not damage existing structures.

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# TERMS OF CONTRACT CONTINUED...

## 5. SERVICES

The contractual price (unless otherwise stated by the Organiser) does not include the following:

Connections for electricity, water, gas, waste, compressed air, heating, etc.

Insurance

Cleaning of exhibits

Electric current usage

Loading and handling equipment and staff

Telephones

Dressing of stands

Advertising catalogue or handbill

No service shall be installed without the consent of the Organiser and without any authorities required by statute, regulations or by-law. Any alteration is at the expense of the Exhibitor and the facilities must be restored to their original condition at the end of the Exhibition.

## 6. PROMOTION

Handbills, advertisements and printed matter are subject to the approval of the Organiser, who also reserves all photographic rights to the Exhibition. An official exhibition guide will include listings of exhibitors and on occasions free editorial mention of goods on display. No responsibility is accepted by the Organiser for any omission, mis-description or other errors.

## 7. FIRE PREVENTION

It is essential that Exhibitors take all precautions to prevent the occurrence of fire. The requirements for fire safety of the Auckland City Council and any other authority exercising jurisdiction must be observed. No person may do or permit anything which would vitiate or affect the fire and other insurance policies effected by the building owners. No gasoline, explosives or other dangerous substances will be permitted except in compliance with the provisions of the Dangerous Goods Act 1957 and with the prior written consent of the Organiser in which case all sums paid by way of increased premium shall be repaid to the building owners by the Exhibitors or concession proprietor concerned.

## 8. SECURITY

The Organiser shall take all reasonable security precautions in the interests of the Exhibitor. However the Organiser shall not be held responsible for any loss or theft of or damage to exhibits at the Exhibition during the Exhibitor's possession.

## 9. THE EXHIBITOR

The Exhibitor at all times during the Exhibition;

- a) required to keep his stand open to view and properly staffed by competent representatives,
- b) responsible for the maintenance of his stand and display space in a clean and tidy condition,
- c) required to conduct any business only from his display space and to keep passageways in front of his display space free from obstruction,
- d) prohibited from holding or allowing to be held a sale, by auction, lottery, raffle or sideshow and
- e) prohibited from doing anything which, in the opinion of the Organiser may bring discredit upon the Exhibition.

## 10. MACHINERY

All moving parts of machinery forming part of a stand or exhibit shall be securely enclosed and comply with any requirements of the Labour Department and Occupational Safety & Health. The Exhibitor shall comply with the direction of the Organiser to ensure that others are not inconvenienced by noise and/or any other nuisance. During the period of the Exhibition exhibits may only be brought on to or removed from the stands with the approval of the Organiser. Permission will be not granted if the movement interferes with or disturbs any other exhibitors. Exhibitors are responsible and must make good or pay for all damage caused by their exhibiting.

## 11. STAND CONSTRUCTION REQUIREMENTS

Due to exhibitions being held in a place of assembly, for public safety, the fire safety standards are greater and more rigidly enforced. Additionally, as from 1 January 1993, the Building Act became law which dictates that all shows, trade fairs, exhibitions, etc., require building permits. This includes exhibits in which structures that people can walk on or walk under and also includes items that are hung above people. The following are stand construction requirements of the Fire and Egress Inspectorate of Auckland City Council. These requirements will be rigidly enforced.

- a) Exit doors and routes are to be kept clear of vehicles and display equipment both inside and out.
- b) Exhibits may not cover fire hoses, extinguishers, exit signs or alarm panels.
- c) Dangerous Goods - Each Exhibitor who proposes to use Dangerous Goods in their exhibits must obtain prior approval from the Council's Dangerous Goods Inspector.

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Note: L.P.G. gas bottles are limited to 10kg within the building with a maximum number of 10 cylinders throughout.

d) Health - Any stands or exhibits where food is handled require hand washing facilities and provision for the cleaning of utensils used in food preparation (hot and cold water, sink, wash hand basin with waste water disposal to sanitary sewer).

Note: Food exhibitors and/or concessionaires should ensure their stand is located where these water supply and drainage facilities are available.

- e) No straw, hay, flammable fluids, bitumous building paper or crepe paper will be permitted on stands.
- f) Polystyrene is permitted for letterwork only and restricted to approximately 20% of wall area in display. Sheets of polystyrene will not be permitted, unless special conditions have been approved by the Council's Fire and Egress Inspector.
- g) (i) All cloths used in backdrops, ceilings and the like must be of the approved type and/or treated with fire retardant. (See list below)  
(ii) Wool cloth is recommended and is very durable to constant reuse. (50% or more wool content)  
(iii) Restriction of cloth will depend on the amount and position it is used.
- h) Encroachment of displays into walkways will not be permitted.
- i) Loose display packaging must be removed prior to opening and not stored behind screens.
- j) The use of carpets as floor covering is recommended in preference to synthetics and hessian.

#### Approved Materials

- (i) Wool cloth (50% content minimum).
  - (ii) Sail cloth - Dacron or small areas of mylar with Dacron backing.
  - (iii) Nylon - Nylon taffeta only.
  - (iv) Cottons - Flame treated cottons only.
  - (v) Polycarbonate - Any form.
  - (vi) Thick panel plastic - in small areas only 3m<sup>2</sup> of surface area.
- o) Scaffolding and Platforms.
- (i) All scaffolding must conform to Worksafe NZ Heavy Scaffold standards.
  - (ii) In addition to these an extra 1 - 2 rails will be required under handrail, planks must be secured and stepping in planking is to have tapered blocks to prevent tripping.
  - (iii) Stairs are to be of sound construction and secured to the satisfaction of the Council inspector. Handrails are required on all stairs over 5 risers high. 1 riser approximately 180mm.
  - (iv) Platforms are to be constructed in a sound manner and capable of supporting a concentrated load of several people, e.g. joists at 450 - 600mm centres.
- If in doubt over displays and to avoid problems of having to remove materials from stands, contact the Council's Fire and Egress Inspector and discuss them prior to the show.

## 12. INSURANCE

Every article will be exhibited at the sole risk of the Exhibitor. Exhibitors shall be responsible to insure all exhibits and fittings against fire, theft and any other eventuality including public liability, while in the Exhibition buildings.

## 13. PRIVACY ACT 1993

The Exhibitor acknowledges that the Organiser will pass on information to stand contractors and/or promotional organisations prior to and after the event for the purpose of service provision, updated information and promotional event coverage. The Exhibitor shall inform the Organiser in writing of any objection to contact details being made available to third parties.

## 14. ADMISSION TO THE EXHIBITION BUILDINGS

The Organiser reserves the right to admit or expel any person or persons at any time notwithstanding that person or person's possession of any pass or ticket.