Trade Exhibitor Terms and Conditions East Coast Farming Expo 2027

1. General

1.1 The East Coast and Farming Expo (**Event**) is owned by the Wairoa Community Development Trust (**Trust**) and directed by the East Coast Farming Expo management team (**ECFE**) for and on behalf of the Trust.

1.2 The Event is intended to be held on Wednesday 17 and Thursday 18 February 2027 at the Wairoa Race Course, 289 Frasertown Road, SH 38, Wairoa 4108 provided that ECFE may postpone or cancel the Event due to events or circumstances beyond its reasonable control and in which case ECFE will give exhibitors as much notice as is practicable of such postponement or cancellation.

1.3 Any exhibitor at the Event is required to accept and comply with these terms and conditions and no person will be permitted to become an exhibitor at the Event unless they have confirmed in writing to ECFE their agreement to these terms and conditions in the application referred to in clause 2.1.

2. Trade Application & Payment Schedule

2.1 Applications must be fully and properly completed. Verbal, tentative and or pencil bookings will not be accepted.

2.2 Invoices will be emailed to exhibitors with the site fee paid in full by January 31, 2027. Failure to pay the site fee by that date may result in a loss of the exhibitor's booking, in each case as determined by ECFE in its sole and absolute discretion.

2.3 Payment options include Direct Credit via online banking. There is no credit card facility.
The bank account details for online banking are:
Name: The Wairoa Community Development Trust
Bank: BNZ 02 0784 0045804 000
Ref: [Your Business name] Code: ECFE Expo

3. Role of ECFE

3.1 To liaise with Event exhibitors.

3.2 To provide Event marketing material to potential attendees and exhibitors.

3.3 To provide space for a trade site following acceptance of a fully and properly completed application. Acceptance of applications and allocation of sites are determined by ECFE in its sole and absolute discretion.

3.4 To provide a safe and clean environment for exhibitors and attendees.

3.5 To provide night security from 5pm on Monday February 15 to 7am on Friday 19 February 2027, during the hours that the Event is not open to the public.

4. Legal Requirements

4.1 Notwithstanding anything contained in any part of these terms and conditions, it shall be the responsibility of each Exhibitor, to ensure that their exhibit complies in all respects, with such legal and local government requirements as may be applicable at the time of the Event.

4.2 All exhibitors must comply with all provisions of the Health & Safety at Work Act (2015) insofar as they relate to their participation in the Event. In addition, each exhibitor must familiarise themselves with and comply with any health and safety plan for the Event promulgated by ECFE and must also promptly comply with any and all reasonable directions that ECFE may give in relation to the exhibitor's participation in the Event, particularly as regards directions that relate to matters of health and safety.

4.3 To the maximum extent permitted by law, each exhibitor agrees to indemnify and keep indemnified ECFE, the Trust and each member of ECFE and the Trust from all costs, expenses, claims and liabilities that may arise as a result of the exhibitor's failure to comply with these terms and conditions.

5. Cancellation/Postponement of the Expo or contract

5.1 If ECFE finds it necessary or expedient to cancel or postpone the Event, it may do so upon notice to that effect, signed by the Trust Chairman or an authorised representative of ECFE, being given to the exhibitor via the nominated email address on exhibitor registration form.

5.2 The Event carries an Event Weather Cancellation Insurance policy. If a severe weather event occurs, both days of the Event are cancelled and full cover under the Event Weather Cancellation Insurance policy is confirmed, the exhibitor site fee will be refunded as soon as practicable following pay out under the insurance policy. Exhibitors will not be entitled to any other refund or any form of compensation in relation to a cancellation or postponement of the Event, for whatever reason.

5.3 If an exhibitor should cancel their site booking (which cancellation must be by notice in writing to ECFE), ECFE will:

(a) If such cancellation notice is received on or before February 01, 2027, refund 80% of the site fee received from the exhibitor with the balance being forfeited;

(b) If such cancellation notice is received on or before February 08, 2027, refund 20% of site fee received with the balance being forfeited;

(c) No refunds will be issued for cancellations received after February 08, 2027.

6. Force Majeure

6.1 Neither the Trust nor ECFE is liable for any failure to perform or any delay in performing its obligations under these terms and conditions if that failure or delay is due to anything beyond the Trust's or ECFE's reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, war, terrorism, invasion, rebellion, sabotage, epidemic, pandemic, law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application ("Force Majeure Event").

6.2 Without limiting clause 5.1, if that failure or delay exceeds seven (7) days or is still continuing within one (1) day of the commencement of the Event, ECFE may (without affecting the accrued rights and obligations of the parties as at the date of termination) cancel the Event with immediate effect by giving written notice to the other party.

6.3 The parties acknowledge that at the date of this Contract there is no general restriction on the movement or gatherings of people in Hawke's Bay due to the COVID-19 pandemic. The parties acknowledge that that position may change due to reasons beyond the control of the parties and they expressly agree that any increases of Covid-19 in New Zealand may constitute a Force Majeure Event as may any resulting rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application

6.4 Without limiting clause 5.1, following the end of a Force Majeure Event that has required the postponement of the Event, ECFE and each exhibitor will work together in good faith to reschedule the Event provided such rescheduled Event must take place within 30 days of the original scheduled date of the Event (being 17-18 February 2027), unless ECFE determines otherwise.

7. ECFE discretion

7.1 ECFE may accept or decline any application for exhibiting rights. ECFE reserves the right to allocate exhibitors those sites which it deems most appropriate.

7.2 The event manager, or any other person authorised by ECFE, has the power to enter an exhibitor's site at any time and remove anything that in their own opinion may cause offence to members of the public, or is otherwise not in keeping with the requirements of ECFE, as determined by ECFE from time to time and advised to exhibitors or any particular exhibitor. This includes, and is not limited to, any article, sign, picture or printed matter or electronic version (including music and other audio content).

8. Insurance

8.1 To the maximum extent permitted by law, ECFE is not responsible for the safety of any exhibit or other property of the exhibitor or any person, or for the loss, damage or destruction by theft, fire or any other cause, or for any loss, damage or injury sustained by the exhibitor or other person, for whatever reason or cause and whether or not within the control of ECFE.

8.2 Except as is expressly set out in these terms and conditions, neither ECFE nor the Trust will have any responsibility or liability, of whatever nature, in connection with any prevention, postponement, abandonment or cancellation of the Event.

8.3 Exhibitors and any associated party, including the exhibitor's contractors, must secure their own insurance to cover all liabilities and risks.

8.4 Trade sites should be staffed at all times during the Event's hours of operation, and such staffing is the exhibitor's responsibility and cost.

9. Promotion and activities

9.1 ECFE encourages promotions and activities on exhibitor sites, but these are not to encroach on other exhibitors, lane ways or pedestrian areas eg: staff giving away flyers.

9.2 Exhibitors may promote products and services and take orders from their sites; however, they must ensure stock is replenished if goods are sold and uplifted.

9.3 Exhibitors must not conduct any raffle, competition, game, petition or sell by auction, unless approved in writing by ECFE. Fundraising for charities directly supported by the exhibitor is permitted within the boundaries of the site upon written approval by ECFE.

9.4 The dropping of advertising leaflets or other similar material on unmanned vehicles is not permitted.

9.5 Each exhibitor expressly approves photography and videos being taken by representatives of ECFE of exhibitors and their sites during the Event which may be used by ECFE for promotional purposes.

10. Site set-up and removal

10.1 The delivery of heavy equipment and construction of any framework used on the exhibitors' site must be completed by 8.30am on Tuesday February 16, 2027 prior to set up of exhibits.

10.2 Exhibitors must ensure the removal of all merchandise, exhibit materials, site construction, landscaping material and trade site rubbish by the time specified in clause 10.10. If an exhibitor fails to comply with this requirement, ECFE is authorised to carry out such removal, at the exhibitor's cost, and may deal with anything so removed as it sees fit.

10.3 Rubbish Bins will be placed throughout the grounds and every effort will be made to clear these regularly. These rubbish bins are for the public to use ONLY - THEY ARE NOT FOR TRADE RUBBISH.

10.4 Trade exhibitors must take their rubbish with them.

10.5 Extra charges will incur and payable by an exhibitor if that exhibitor uses the ECFE rubbish bins

10.6 All vehicles must be removed from an exhibitor's site and parked in the carpark by 8.30am each day of the Event. Only vehicles involved in the exhibit can remain on site.

10.7 Exhibitors will be liable for all damages to any hired equipment, marquee or the site itself.

10.8 Permission must be sought and secured from ECFE for exemptions for early breakdown before 4pm on either Wednesday February 17 or Thursday February 18, 2027.

10.9 An early breakdown infringement penalty of $500 + GST applies and will be payable by an exhibitor if they breakdown prior to the conclusion of the Event (unless granted a permission pursuant to clause 10.8) or outside the terms of any permission granted under clause 10.8.

10.10 Exhibitors must vacate and remove all components of their exhibits from the Wairoa Racecourse by Saturday 20 February 2027, 12 noon.

11. Food

11.1 Exhibitors must notify ECFE in their application, if they are to distribute complimentary food or drink from their site. Exhibitors may not sell food or drink.

11.2 Only approved food and drink distributors will be permitted to sell food and drink in designated areas

11.3 All exhibitors preparing and/or serving food/beverages must comply with all Wairoa District Council health requirements and hygiene regulations. Food Hygiene Certificates must be applied for and displayed.

12. Smoking

12.1 Smoking is prohibited inside any marquee at the Wairoa Racecourse together with any other areas as may be notified by ECFE at all times.

13. Hazards

13.1 Exhibitors with displays that allow members of the public to move or examine items, must ensure items cannot cause injury, and if moved can be moved safely and then put back in a safe situation.

13.2 Exhibitors must ensure no part of their display, including equipment, signage and storage facilities, extends outside of their allocated site boundaries without prior permission from ECFE.

13.3 All demonstrations must be conducted in a safe manner.

13.4 Without limiting an exhibitor's obligations, each exhibitor must have at least one suitable fire extinguisher readily available on site.

13.5 All exhibitors are required to fill out an ECFE hazard identification sheet as part of the application form submitted prior to the final payment, to allow adequate planning by ECFE.

13.6 All tent and marquee pegs must be covered with protective features such as bags or shrubs, as must other dangerous spikes, protruding objects, etc.

13.7 The flying of balloons, blimps etc. is prohibited. The Wairoa Racecourse is located in a direct flight path to Wairoa airport.

13.8 No holes are to be dug without prior discussion and permission by the ECFE event manager

13.9 Electrical Fitness Certificate: All electrical equipment must have a current Electrical Warrant of Fitness in accordance with AS / NZS 3002:2002 under the guidelines set down by the Occupation Safety & Health Service.

13.10 Any on-site electrical work is to be carried out by the ECFE contracted electrician at the exhibitor's own expense.

13.11 Wind-blades must not be displayed under overhead wires and must be secured firmly to ground.

14. Animals

14.1 Exhibitors with animals must comply with the Animal Welfare Act 1999, to ensure all livestock are treated in accordance with good animal welfare practices including adequate shelter, feed and water as required, provision of a rest area and limited time on display.

14.2 Livestock must be in a healthy condition.

14.3 With the exception of guide dogs for the vision impaired, service dogs for medical or disability requirements and working dogs involved in official demonstrations, no dogs are permitted on site.

15. Noise

15.1 The use of amplifiers or loudspeakers by exhibitors is at the discretion of ECFE.

15.2 Demonstrations of noisy machinery must not offend neighbouring exhibitors. Please advise when registering your interest if your exhibit might be considered 'excessively loud' so that a site can be allocated accordingly.

16. Vehicles and parking

16.1 All vehicles must be removed from the site and parked in the carpark by 8.30am each day of the Event. Only vehicles involved in the exhibit can remain on site.

16.2 New Zealand road laws apply and at all times vehicles must travel at a maximum speed of 5Km/H.

16.3 Vehicle drivers must hold a current driver's licence with the appropriate rating/endorsement.

16.4 At all times, pedestrians and essential Event services take priority.

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