



2019 MITSUBISHI MOTORS AUSTRALIAN INTERNATIONAL 3 DAY EVENT

Thursday 14th – Sunday 17th November 2019

Marketplace Terms and Conditions

The Market Place will be established using a mixture of Pavillion and Pagoda Style marquees which will be positioned in the grass area on the City Side of the grandstand in Victoria Park and on the Southern side of the grandstand. There will also be free-standing exhibits, food trailers and food tents. Food trailers and food tents will also be situated on the city side of the water precinct in Rymill Park and in other designated areas to be finalized when Cross Country course placement is confirmed.

The Market Place will operate as follows: -

1. Allocation of sites will be on a first come first serve basis, according to payment terms.
2. Extension canopies only permitted in blocks on the city side of the Grandstand. Canopies must be heavy duty and securely fitted using heavy duty pegs and cement blocks or sand bags.
3. Traders with trailers and food vans must use vehicle that meets dimensions listed on application form.
4. All Market Place participants are required to be open and operating during the Opening Hours in Victoria Park and from 9.00am to close of event in Rymill Park.
5. Bump In- Wednesday 13 November from 8.00am in Victoria Park – Rymill Park between 2 and 4pm on Friday 15 November. There will be NO ACCESS for Food Trucks into Rymill Park on Saturday morning as course will be set up and vehicular access prohibited.
6. There is no secure storage on site for products delivered prior to Wednesday 13 November.
7. Victoria Park site must be cleared by 7.00pm on Sunday 17 November.
8. Vehicle access to the Market Place prior to the start of trade is permissible, however all vehicles must be removed before 8:00am each day of the event..
9. The Organising Committee will provide night security for the venue from Tuesday to Sunday nights. The Organising Committee accepts no liability for damage or missing/stolen goods.
10. All electrical equipment (leads, power boards etc.) must be tested and tagged as per Australian Standards prior to coming onto the site. NO DOUBLE ADAPTORS PERMITTED.
11. The Organising Committee reserves the right to accept and/or reject any or all Trade Stand applications at its absolute discretion.

GENERAL CONDITIONS OF CONTRACT

1. The application is an application by the Exhibitor to take the area with Stand specified at the Event described in the said application at the Venue and for Event purposes on the dates and for the charges specified in the said application. The Event is being promoted and organised by Horse Trials Management (“the Organiser”). By returning the signed application the Exhibitor will be deemed to have offered to the Organiser to take the space and Stand on the terms and conditions and in accordance with the rules and regulations contained herein. The organiser reserves the right to accept or reject the application. When accepted by the organiser the application becomes a binding contract between the applicant and the organiser.
2. The Exhibitor will pay the Organiser the space and Stand charges in accordance with the payment terms specified in the application. In the case of applications received after the final payment date the total cost will be due and payable immediately. The dishonoring of any cheque paid in respect to the application will constitute breach of this Agreement. Payment for a Stand without receipt of a signed Booking Form indicates full acceptance of the Organiser’s Terms and Conditions.
3. If the exhibitor fails to meet the prescribed payments or fails to occupy all or part of the space allotted, the Organiser reserves the right to re-let the space to another applicant and to recover damages in the form of withdrawal fees. Exhibitors withdrawing from the Event more than 60 calendar days before the first open day of the Event shall be liable for 50% of the total amount due. Where withdrawal is less than 45 calendar days the liability shall be 100% for the total amount due. By signing the application form the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss to the organiser if the Exhibitor withdraws from the Event or is in breach of contract during these periods. Notification of withdrawal shall only be valid if received in writing to the organisers.
4. The Exhibitor must take out and keep current an insurance cover for Public Liability Insurance for a cover of at least \$10 million with extensions, which include indemnities given by the Exhibitor to the Organiser, and the Venue Proprietor. Such insurance cover is to be maintained with an insurer approved by the Organiser.
5. Notwithstanding anything herein contained the Organiser will not be liable in any circumstances for any loss, damage or injury which may occur to the Exhibitor or the servants, agents, contractors or invitees of the Exhibitor or for any damage to their property, including without limitation damage to exhibits, plant, equipment, food or provisions, fixtures, fittings or other property whatsoever or for any loss of profits which they may suffer howsoever caused AND without in any way limiting this provision, the Organiser will not in any event be held liable for any loss, damage or injury arising from the operation or failure of any utility service or machinery provided to or for the Venue or restrictions on entry or in the conduct of the Event PROVIDED ALWAYS that such loss, damage or injury is not occasioned by any wilful act of the Organiser or its servants or agents.
6. The Exhibitor agrees to be bound by the rules and regulations for the Event, which appear here or any subsequent amendments.
7. The Organiser agrees with the Exhibitor that subject to these General Conditions and the rules and regulations, it will make the space referred to in the invoice for payment available to the Exhibitor during the course of the Event once full payment is received.
8. The Organiser may postpone or amend the time for the holding of the Event or change the venue of the Event to another venue in the same city to such time or venue which in the opinion of the Organiser is more suitable for the Event and the Organiser will not be liable for any loss occasioned thereby provided that this right will be exercised only where circumstances arise to the reasonable belief of the Organiser to make such changes necessary.
9. The Exhibitor will not be entitled to any refund in the event of cancellation of the Event or part thereof because of industrial action, blackouts, natural weather conditions or any other cause beyond the Organiser’s control.
10. The Organiser may in the event of any circumstances which render it necessary vary the space and Stand allocation and the Exhibitor will accept such re-allocation without any claim for a reduction in charges or otherwise.
11. The Organiser will determine the hours during which the Event will be conducted and as to hours of access for Exhibitors and visitors and such times may be varied from time to time as necessitated by commercial considerations without objection on the part of the Exhibitor. The Organiser may also determine and change the public entry price of the Event as necessitated by commercial considerations without objection on the part of the Exhibitor.

12. The Exhibitor hereby indemnifies and releases the Organiser against all actions, suits, costs, claims and demands, brought against the Organiser by any person, firm or corporation for any damage, loss or injury caused directly or indirectly to or suffered by any person, firm or corporation as a result of any act or default of the Exhibitor or the servants, agents, contractors or invitees of the Exhibitor or resulting directly or indirectly from the attendance of the Exhibitor at the Event including travel to and from the Venue.

13. The Organiser is not liable for any indirect or consequential damages arising out of breach of this Event Contract.

14. No Exhibitor will assign, sublet or share the whole or any part of the space allocated to the Exhibitor without the consent of the Organiser.

15. In the event any statute implies any term, condition or warranty into this Agreement which cannot be lawfully excluded, they will apply to this Agreement, save that the liability of the Organiser and each of them for breach will be limited, at the option of the Organiser, to any one or more of the following: (a) the replacement of goods to which the breach relates or the supply of equivalent goods; (b) the repair of such goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods repaired.

16. If any provision of this Agreement is held to be illegal or contrary to public policy or otherwise unenforceable, such invalidity or unenforceability will be deemed eliminated or modified to the extent which in the court's opinion, it is necessary to make the remainder of the provision enforceable.

17. This Agreement will be governed by and construed in accordance with the laws of the State of South Australia, Australia.

18. This Agreement contains the entire understanding of the parties concerning the subject matter dealt with herein and supersedes all prior negotiations, correspondence, understandings, arrangements and representations between the parties or made by a party and each party acknowledges that except as set out in this Agreement, it has not relied on any representation made by or on behalf of any other party.

19. These general conditions and the rules and regulations may not be modified or waived by any person.

20. The Organiser will update the Exhibitor from time to time with email news items unless the Exhibitor advises the Organiser in writing to be removed from such updates.

RULES & REGULATIONS FOR THE EVENT

1. The following are the rules and regulations applicable to the conduct of the Event and which are agreed will bind the Exhibitor, its servants, agents, contractors and invitees.

2. The Organiser will have the right to amend or add to these rules provided that such amendments or additions do not materially increase or diminish the rights of the Exhibitor and are notified to the exhibitor.

3. The Exhibitor will also comply with all rules and regulations of the authority having control over the Venue site.

4. Failure to comply with these rules and regulations may result in the Organiser or the authority administering the Venue site ordering the removal from the Venue of the whole or any part of the Stand and exhibits of the Exhibitor and in that event the Organiser and/or the said authority will not be liable for any claim for any loss or for compensation.

5. Exhibitors will not without the prior consent of the Organiser make use of any microphone, sound amplifications, musical instrument machine or demonstrations in an overwhelming manner. Such consent may be withdrawn when the level of sound and annoyance in the sole judgment of the Organiser causes nuisance to neighboring Exhibitors or visiting public.

6. All Exhibitors will to the satisfaction of the Organiser, clean and keep tidy all space occupied by the Exhibitor. It is the responsibility of the Exhibitor to see that all general rubbish and litter is taken from the Stand immediately after the completion of the Event.

7. The Exhibitor will comply with all rules, regulations and requirements of any statute of any government or semi-government authority and without in any way limiting this provision all regulations and directions relating to fire safety, the provision of liquor and foodstuffs, copyright, games of chance, public health and building works. The Exhibitor will indemnify and keep the Organiser indemnified against any costs, claim, action, suit, proceedings or demand resulting from any non-compliance with this rule.

8. Exhibitors must not transfer or sub-let the whole or any part of their space without prior written consent of the Organiser.

9. The Exhibitor will be responsible for any damage caused by the Exhibitor, his servants or contractors to the Venue.

10. No part of any Stand or exhibit will intrude onto any gangways or obscure any fire or exit sign.
11. The Organiser reserves the right to alter the layout, plans and positions of Stands, if, in its opinion, this is desirable from the point of view of the Event as a whole.
- 13 No lottery, raffle, guessing game, game of chance or sideshow will be conducted without the consent of the appropriate authority and the Organiser.
14. No electrical or plumbing work will be undertaken save with the consent of the Organiser and then only by an Electrical or Plumbing Contractor approved by the Organiser.
16. Where there is more than one Exhibitor occupying space, their liability will be joint and several.
17. All Exhibitor goods are to be removed from the Venue site by 7pm on the final day of the Event unless storage arrangements have been made with the Organiser. No responsibility is taken by the Organiser for goods left unattended during and after Bump-Out.