

2018 East Gippsland Field Days

Terms and Conditions



In this agreement the term "exhibitor" shall include the exhibitor, their employees, servants, agents or invitees, the term "committee" refers to the Lions Club of Lindenow Inc. which is the sole entity with whom the exhibitor has contracted.

1. The committee has full discretion to accept or reject any site application.
2. The exhibitor will accept the site nominated to it by the committee.
3. The exhibitor must make payment for its site as and when required by the committee.
4. The exhibitor must not transfer, sub-let, assign or in any other manner or form dispose of its space leased from the committee. The exhibitor must state on the Application Form the names of the products and suppliers it represents and confine its displays to them. The committee reserves the right to remove any product or other material, or to ask any person or company violating this condition to leave the Field Days.
5. All aspects of exhibitors' displays are subject to the approval of the committee. The committee shall have the authority to at any time enter upon any site used by the exhibitor and remove any article, sign, picture, printed material, or product of any nature whatsoever which in its opinion is not in the best interests of the Field Days or which may cause offence.
6. The committee reserves the right to alter the layout plans and positions of the stands if, in its opinion any alteration is desirable for the benefit of the Field Days as a whole.
7. All equipment displayed by the exhibitor must be in 'as new' condition. Used equipment may be used for demonstration purposes only.
8. Exhibitors must set up and man their sites for the full duration of the Field Days. All displays must be fully set up by the opening time of the Field Days. All displays must be left fully and completely intact in every detail until the official closing time of the Field Days.
9. Exhibitors must not dig holes or drive any pegs or objects into the ground unless given permission by the committee. Any damage caused by the exhibitor to underground power cables, water pipes, telephone line or any other service will be repaired entirely at the exhibitor's expense.
10. The exhibitor must at all times conduct their exhibit so as not to interfere with any other exhibitor and any complaints made shall be settled entirely at the discretion of the committee.
11. Without written consent from the committee, the exhibitor shall not use any microphone or sound amplification equipment. Demonstration of noisy machinery on sites must be limited to one at a time unless otherwise agreed to by the committee, and must not offend neighbouring exhibitors.
12. Generators are not permitted to be used on sites without prior consent from the committee.
13. Exhibitors may only conduct sales, demonstrations, canvassing, surveys or advertising within the immediate confines of their site, unless given written consent by the committee.
14. The exhibitor may not conduct lotteries, raffles or competition without the consent of all the appropriate authorities and of the committee.
15. The exhibitor may provide light refreshments, but may not charge for these. Liquor must not be openly displayed and the serving of it is to be discouraged.
16. Each exhibitor is allowed no more than one vehicle on site unless the vehicles are part of the exhibit. All other vehicles must be in the official car parks and cannot be left on the roadways during the Field Days.
17. The exhibitor agrees to at all times keep its site clean and tidy and to leave it in the same condition as when allocated to it. All rubbish including straw must be collected and placed in the appropriate rubbish collection receptacles and areas.
18. Demonstrations of machinery or any other item outside the exhibitor's site may be carried out only with the permission of the committee.
19. The committee will not accept any responsibility for the safety of any article of any kind brought by the exhibitor to the Field Days.
20. All exhibitors are required to complete and return to the organisers a Site Safety Plan. Failure to do so may result in non-acceptance of the exhibitor's site booking. A copy of the Site Safety Plan should be kept by the exhibitor on their site during the course of the Field Days.
21. The committee shall not be responsible for any loss of any nature suffered by the exhibitor from any cause whatever, including monies paid to the committee.
22. The exhibitor indemnifies the committee and holds the committee harmless in respect to all costs, claims, demands and expenses to which the committee may in any way be subjected as a result of any loss or injury arising to any person, company or product, however caused as a result of any act, neglect or default by the exhibitor or by the committee.
23. If the exhibitor is a company the directors guarantee the performance of the company's obligations pursuant to this agreement and will indemnify the organiser in relation to any of the company's obligations thereto.
24. The exhibitor shall ensure that at all times it complies with all regulations, laws and Acts of Parliament which govern the erection of structures, the display and/or sale of machinery, vehicles, or products of any nature, or which pertain to any other aspect whatsoever of their involvement in the Field Days.
25. During fire restrictions all CFA regulations, including having knapsacks on tractors, must be adhered to.
26. The exhibitor agrees that the committee will not be responsible for any error made in any form of advertising or promotion it carries out on behalf of the Field Days including that made in relation to any exhibitor or the products that it displays or sells.
27. The exhibitor acknowledges that it has relied on no representation by the committee as to the numbers of visitors who will be attending the Field Days, or to the nature and quality of the Field Days, or the promotion of the Field Days and the exhibitor acknowledges that it has formed its own independent view as to the worth of the Field Days, its location, timing and format.
28. The exhibitor consents to and authorises the committee to make and use for the promotion or management of the Field Days any photograph, film, video or sound recording of the Field Days including any part of the exhibitor's display or demonstration.
29. The committee reserves the right to refuse admission to any person or company to the Field Days at its absolute discretion.
30. In the event of the Field Days being cancelled or postponed, the committee bears no responsibility for any expenses incurred by the exhibitor in regard to the Field Days.
31. The committee reserves the right to cancel any contract between it and the exhibitor and retain part or all of the monies paid in relation thereto if in the committee's opinion there has been an infringement in any of these terms and conditions.
32. The exhibitor will be strictly liable for any reasonable costs and expenses incurred by the committee as a result of the exhibitor's failure to meet its full obligations as an exhibitor.
33. The exhibitor must have their own Public Liability & Products Liability Insurance for the event.