

Baby & Child Show Dunedin Terms & Conditions

1. Interpretation

In these conditions:

“**Conditions**” means the Terms and Conditions set out in this document together with any special terms agreed in writing between the Exhibitor and E and Co. Ltd

“**Show**” means the Baby & Child Show Dunedin.

2. Participation

The Exhibitor agrees to occupy a site in the More FM Arena, Edgar Centre for the Baby & Child Show Dunedin 2021, in accordance with the following terms:

3. Site Placement

The Exhibitor is required to use a site in the More FM Arena, Edgar Centre.

Placement and positioning of all sites is at the discretion of E and Co. Ltd, although every effort will be made to accommodate the needs of the Exhibitor.

All sites are allocated on a first in first served basis.

Placement of advertising material or equipment, soliciting in the aisles or any area other than the allocated space is strictly forbidden.

The Exhibitor shall not obstruct aisles, common areas or spaces between booths with his/her goods or in any other manner.

4. Transfer of Space

The Exhibitor's allocated booth is solely for the Exhibitor's use and may not be subleased, licensed or occupied by any other person, entity or individual.

5. Operation of Space

The Exhibitor shall take full responsibility for the proper operation of its stall, and the Exhibitor shall not operate its stall in such a way that is likely to cause disorder or cause harm to any other Exhibitor or member of the public.

Set up and breakdown of the booth is the Exhibitor's responsibility.

The Exhibitor's booth must be completed 30 minutes prior to the Baby & Child Show Dunedin 2021 opening.

All exhibits must be taken down and removed within 2 hours following the close of the Baby & Child Show Dunedin 2021.

6. Forfeiture of Space

In the event of the Exhibitor failing to have their booth completed 30 minutes prior to the Show opening, E and Co. Ltd reserves the right to re-allocate exhibition space at their sole discretion. In that case all monies paid to enter the Baby & Child Show Dunedin 2021 will be forfeited.

7. Liability

The Exhibitor agrees to indemnify and hold harmless E and Co. Ltd, the Baby & Child Show Dunedin 2021, the Otago Polytechnic, and their agents and employees from any and all claims, causes of action and suits arising out of or resulting from any damage, injury or loss to any persons, including but not limited to persons to whom the Exhibitor may be liable under New Zealand law and Exhibitor themselves from any loss, damage, cause of action, claims or suits from damages, including but

not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by the Exhibitor of privileges granted herein.

The Exhibitor should take all steps necessary to insure themselves against any such loss and if requested, the Exhibitor will provide proof of business liability insurance to E and Co. Ltd. In any policy of insurance obtained by the Exhibitor regarding the Baby & Child Show Dunedin 2021, the Exhibitor shall name E and Co. Ltd as an additional insured party.

The Exhibitor will make good any damage to the Edgar Sports Centre building or fixtures caused directly or indirectly by the Exhibitor or any of the Exhibitors agents and/or employees.

The Exhibitor is solely responsible for any loss of their equipment and/or display material resulting from accidental breakage, misplacement, theft, fire or natural disaster.

E and Co. Ltd reserves the right to pass on any extra charges to the Exhibitors which its own exhibit may incur and which the Baby & Child Show Dunedin may be liable for, such as excessive rubbish removal, damage to the Edgar Sports Centre building, fixtures or grounds, debt collection and legal costs. It is the responsibility of the Exhibitor to be familiar with all relevant local body requirements and to ensure that it complies with the same.

8. COVID-19

Parties agree that where E and Co. Ltd considers, in its sole and absolute discretion, it is impossible, impractical, unwise or unsafe for the event to take place due (directly or indirectly) to COVID-19 this shall be treated as a Force Majeure event and the event shall be cancelled and all stallholders will be given credit for the next Baby & Child Show Dunedin.

9. Cancellation

E and Co. Ltd reserves the right to cancel the event at any time in their absolute discretion. In the event of such cancellation the Exhibitor will receive a full refund of its registration fee.

If the Exhibitor chooses to cancel their Baby & Child Show Dunedin 2021 registration, they must do so in writing to E and Co. Ltd 12 weeks prior to the Baby & Child Show Dunedin 2021 and in this instance the Exhibitor will receive a full refund of its registration fee. If however the Exhibitor cancels their Baby & Child Show Dunedin 2021 registration after this date, the Exhibitor shall not receive any refund of its registration fee.

10. Promotions: E and Co. Ltd reserves the right to reproduce all photographs, images and likeness taken during the Show for future promotional purposes.

11. General

Should any questions arise, whether provided for in these conditions or not, the decision of the E and Co. Ltd will be final.

12. Force Majeure

In the event that either party is unable wholly or in part by Force Majeure to carry out its obligations to the other, and upon the defaulting party giving notice of particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the defaulting party, so far as they are affected by such Force Majeure, shall be suspended during the

continuance of any inability to supply and such cause shall, so far as possible, be remedied with all reasonable despatch.

13. Waiver

Any failure by E and Co. Ltd to enforce any or all of these conditions shall not be construed as a waiver of any of E and Co. Ltd's rights.

14. Execution

Completion of the registration form and payment of the registration fee represents acceptance of these terms and conditions by the Exhibitor.