

Berry Small Farm Field Day – Terms and Conditions for Exhibitors

1. Where the context permits the following words shall have the following meaning:
 - a. 'RCB' shall mean the Rotary Club of Berry Inc.
 - b. The 'site' shall mean the exhibition space of Berry Showground, Alexandra St, Berry and such other areas nominated by RCB
 - c. "the exhibitor" shall mean and include the Exhibitor; its employees or agents
 - d. "the event" shall mean the event described on the application form
2. RCB shall have the right to nominate the location of the site(s) applied for by the Exhibitor with the areas indicated on the application and the Exhibitor shall only have a license to occupy the site(s) so nominated during the period of the event.
3. The Exhibitor shall not be entitled to assign or part with possession of the whole or any part of the site(s) without the prior written consent of RCB.
4. The Exhibitor shall be responsible for the condition of the site(s) during the period of the Event and upon the close of the event shall clear the site(s) within 24 hours of the last day of the event and shall reinstate the same to the condition thereof at the commencement of the license to the satisfaction of the President of RCB. In the event that the site(s) shall not be cleared and reinstated as aforesaid the Exhibitor shall reimburse the RCB for any costs incurred by it in clearing and reinstating the site(s).
5. RCB shall not be held liable for the loss of or damage to the Exhibitor's property whilst on the Berry Showground.
6. RCB shall have the right to sell by public auction or private treaty any structure or any plant, equipment, goods or other articles that shall remain upon the Berry showground after the date referred to in clause 4 and the Exhibitor irrevocably authorises RCB to effect such sale and on the Exhibitor's part to give full and clear title to the purchaser AND RCB may retain for its own use the proceeds of any such sale.
7. If RCB find it necessary, expedient or desirable to cancel or postpone the event that this license shall cease to operate upon notice to that effect being served on the Exhibitor personally or by posting such notice to him/her by prepaid post to the address shown in the application and RCB shall not be liable to the Exhibitor for any compensation whether on the ground of loss of profits or otherwise in respect of such cancellation or postponement and the Exhibitor shall not be entitled to any refund or payment of any money paid by the Exhibitor in relation to the license.
8. RCB reserve the right to cancel this license by notice served on the Exhibitor in the manner provided in clause 7 hereof in the event of an occurrence or happening which, in the opinion of the President of RCB justifies it in so doing and without affecting the generality hereof in the event of any breach of these conditions or if the Exhibitor does not occupy the site(s) at the commencement of and during the full period of the event and RCB shall not be liable to pay the Exhibitor any compensation whether on the ground of loss of profit or otherwise or to refund any money paid by the Exhibitor hereunder in respect of such cancellation.
9. RCB reserves the right to refuse an Exhibitor that RCB deems not to be in the best interest of the event.
10. The Exhibitor shall only be entitled to have such motor vehicles (other than for display purposes) on the site(s) as may be approved by RCB.
11. The Exhibitor shall effect Public Risk insurance in respect of its liability whilst on the site and produce evidence thereof to RCB upon request.
12. The Exhibitor shall conform to the requirements of all Acts of Parliament which may govern the erection of structures, the display and/or sale of machinery, vehicles and all other products or goods of the Exhibitor and the Regulations By-Laws and Ordinances made under such Acts. This includes any licenses or permits required for display or trade.
13. Exhibitors selling food items and/or providing samples of food for tasting by the public must conform to relevant food regulations administered by State and local government instrumentalities.
14. The president of RCB or any other person appointed by RCB shall have the power to enter upon the site(s) of any Exhibitor at any time and remove any article, sign, picture or printed matter which in his or her opinion is either not eligible for display or may be the cause of offence.
15. The dropping of advertising leaflets or other printed matter over Berry showground is prohibited.
16. The use of amplifiers or loud speakers by an Exhibitor is prohibited without the prior written approval of RCB.
17. No livestock other than those provided or approved by RCB shall be brought onto Berry Showground.
18. The Exhibitor shall not conduct or permit or suffer to be conducted on the site(s) by competition game or sale by auction without prior approval of RCB.
19. The Exhibitor agrees that 80% refunds are given for cancellation made in writing by August 1 2020, and that no refund is payable for cancellations made later than the advised date.
20. No machinery, vehicles, goods or other articles displayed shall be removed from the Exhibitor's site(s) before 3.00pm on the final day of the event.
21. Any building, structure or fences etc erected on any site(s) by the Exhibitor shall be entirely at the risk of the Exhibitor who shall be responsible for its maintenance or protection from damage at all times AND no action, claim or demands shall be made or taken against RCB for any damage caused whatsoever and howsoever including any action for negligence or trespass.
22. Exhibitors shall at all times comply with any directions that may be given by the Organising Committee of RCB whilst the Exhibitor is on the Showground.
23. Site-sharing – every Exhibitor attending the event must submit a completed Application Form, correct and current Public Liability Certificate of Currency and be allocated a site number. Piggy-backing, sub-letting or sharing your site with another exhibitor is strictly not allowed. Exhibitors can only display materials that have a genuine link to their site.
24. RCB will not be held liable for loss of damage to the Exhibitor's property whilst on site, nor held liable for any compensation, whether on the ground for loss of profit or otherwise.