

# SPEEDSHOW 2019 BOOKING CONTRACT



Please tick whether company name or trade name to be used in database/programme/signage information.

## COMPANY NAME      TRADE NAME

Company Name (please print) \_\_\_\_\_ Trading Name (if different) \_\_\_\_\_

Postal Address \_\_\_\_\_

Street Address \_\_\_\_\_

Tel No \_\_\_\_\_ Mob No \_\_\_\_\_

Contact Person \_\_\_\_\_ Company Email \_\_\_\_\_

Accounts Email Address \_\_\_\_\_ Web Address \_\_\_\_\_

1st Choice Site \_\_\_\_\_ 2nd Choice Site \_\_\_\_\_ Site Price \$ \_\_\_\_\_

Name (please print) \_\_\_\_\_ Position in company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

In signing this application, we / I agree as guarantor to the terms and conditions printed on the reverse of this form as set out for exhibiting at Speedshow

Please provide a description of products and services for listing on our website and official programme (25 words or less).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PAYMENT - Payment Options (please tick one) All exhibitor site fees must be paid in full on or before 20th June 2019, prior to site set up.

- |  |  |                          |
|--|--|--------------------------|
| Payment In Full  | 15% Deposit / Balance split over 2 months                              | 3 Equal Monthly Payments |
| Bank transfer - Speedshow Events & Media – 03-0285-0016830-000           | Cheque   | Credit card              |
| VISA      Mastercard 3.1% surcharge applies to all credit card payments. | Monthly instalment options only available if signed up before 30 March |                          |

Credit card number \_\_\_\_\_ Expiry date \_\_\_\_\_ Security code \_\_\_\_\_

Card holders name \_\_\_\_\_ Amount NZ\$ \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## FOR OFFICE USE ONLY

Deposit _____	Deposit _____	Balance _____
\$ _____	\$ _____	\$ _____
Invoice No. _____	Invoice No. _____	Invoice No. _____
Sent _____	Sent _____	Sent _____
Received _____	Received _____	Received _____

Database      Info      Speedshow TV      Tickets      Advertising      Programme

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CRC SPEEDSHOW      ASB SHOWGROUNDS GREENLANE AUCKLAND      20th-21st JULY 2019**

TEL: 027 500 2875      ADDRESS: PO Box 33-1535, Takapuna, Auckland      EMAIL: [ross@speedshow.co.nz](mailto:ross@speedshow.co.nz)      WEB / [www.speedshow.co.nz](http://www.speedshow.co.nz)

027 500 2875  
www.speedshow.co.nz

## SPEEDSHOW EXHIBITING TERMS AND CONDITIONS

### 1. General

1.1 Speedshow Events & Media Ltd (SSEML) is the event organiser (the organiser), and acting through the appointed officer shall be the sole judge of whether the following items have been adhered to in a proper manner. The decision of the event organiser shall in all respects be final and conclusive. If, in the opinion of the event organiser, a serious breach of these terms and conditions has taken place an exhibitor may be required to remove their exhibit within 6 hours of notice given. In such a case all fees paid or due to SSEML shall be forfeited. Notwithstanding anything contained in this prospectus, the application for space or any other document concerning Speedshow, the event organiser reserves the unrestricted right to make such rules or orders for the proper conduct of the exhibitors, as circumstances may warrant, either before or during the currency of the event.

### 2. Application/Payment for Display Site

2.1 All applications for display space should be made promptly on this form and returned to SSEML with a 15% site fee deposit including GST.

2.2 All payments are due within **7 days of invoice** with any outstanding balances to be made in full no later than **20th June 2019**.

### 3. Liability

3.1 If for any reason the exhibitor does not make any of the payments as specified on the due date, the organiser may, at its discretion, proceed to re-let the site without being liable to account to the exhibitor for any sum already paid or due from them without prejudice to the organiser.

3.2 In the event of Speedshow being cancelled or terminated because of circumstances out of the organiser's control, the organiser at its discretion will refund to the exhibitor a fair proportion of any rental paid by the exhibitor.

3.3 SSL shall be entitled to charge interest at the rate of 2% per month for every day that payments required of the exhibitor remain outstanding, calculated on the balance due, up until the date payment is made. The exhibitor will be responsible for all collection costs (including legal fees) of SSEML in the event payment is not made by the due date.

### 4. Co-operation

4.1 No exhibitor shall permit their exhibition space to be used in such a manner as to conflict with the purpose of Speedshow or the rights of other exhibitors.

4.2 In the event of any dispute arising between exhibitors in relation to the exhibition such dispute shall be submitted to SSEML in writing for consideration and the decision of the organiser shall be accepted by all parties as final and conclusive in all respects.

### 5. Cancellation

5.1 If the event is cancelled by the organiser then rental monies paid (inclusive of deposit) will be returned in full. If site(s) are cancelled by the exhibitor site fees paid to date will be forfeited.

5.2 The exhibitor shall pay a cancellation fee equivalent to the balance of any site fees unpaid and shall not be entitled to a refund of any payments already made in the event the exhibitor cancels its site booking within **90 days** of the start date of Speedshow

5.3 In the event the exhibitor does not attend and/or exhibit at Speedshow, SSEML shall remain entitled to recover any unpaid site fees in full from the exhibitor and no refund of any amounts already paid by the exhibitor will be made.

### 6. Event closure

6.1 Exhibitors must not begin removing their exhibit until after closing time on the last day of Speedshow, from **5pm Sunday 21st July 2019**. All displays must be removed from the site by **11pm Sunday 21st July 2019**. Any property remaining on site after this time will be removed by SSEML at the exhibitor's expense.

### 7. Utility Service Charges

7.1 Extra light and power points on display sites can only be supplied by the organiser's appointed electrician on application and at the exhibitor's expense.

### 8. Theft, damage or loss

8.1 It is expressly stated that under no circumstances will the organiser accept any responsibility whatsoever for any loss damage or theft to any exhibitors stand or equipment by any cause or means whatsoever.

8.2 Exhibitors are required to provide supervision during the whole time that Speedshow is open to the public. It is requested that all exhibits, fixtures, fittings, equipment etc shall be adequately insured against fire, theft, damage or loss from any cause during the time in which the articles are on the exhibition premises. 8.3 Exhibitors may not attach or fix anything to any part of the floors, walls, ceiling or any other part of the premises without prior written permission from SSEML. The exhibitor will indemnify the organiser against any damage caused through any such fixture or fitting, whether authorised or unauthorised.

8.4 The exhibitor shall further indemnify SSEML against any claims in relation to allocation of space and the actions and conduct of employees.

### 9. Advertising

9.1 Exhibitors shall have the full right to advertise within the confines of their own stand but the organiser reserves the right to prohibit any such advertising material or equipment which obstructs aisles, interferes with or obstructs neighbouring stands or is in the opinion of the organiser a source of annoyance to others. No exhibitor or employee thereof may canvas other than from their own exhibition site.

### 10. Noise

10.1 If exhibitors intend to use amplifiers and loud speakers on their exhibition site prior written approval must be obtained from SSEML. The organiser reserves the right to withdraw such approval if use of such equipment proves to be disruptive to other exhibitors.

### 11. Legal requirements

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

11.2 All exhibitors must comply with all provisions of the Health and Safety in Employment Act 1992.

### 12. Competitions or contests

12.1 Any competitions or contests run by exhibitors must be free of charge to Speedshow patrons. No raffles or fundraising shall be run without prior consent.

### 13. Selling of food or beverages

13.1 Exhibitors are not permitted to distribute food or beverages from their exhibition site or anywhere else on the premises.

### 14. Amendments

14.1 The organiser reserves the rights to amend any part or parts of the herein described.

### 15. Consequential loss

15.1 SSL shall not be liable for any consequential loss which may arise out of any association with the show.

### 16. Application Acceptance

16.1 SSL is under no obligation whatsoever to accept any application and reserves the right to decline any application at its own discretion.

### 17. Waiver

17.1 The exhibitor hereby waives and abandons any right to claim specific performance of any obligation of the organiser under this agreement.

### 18. Indemnity

18.1 The exhibitor indemnifies SSEML against all claims and for any losses arising as a consequence of any act or omission on the part of the exhibitor or the exhibitors agents, employees or assignees.

### 19. Guarantee

19.1 In consideration of SSEML accepting the exhibitors booking the Guarantor guarantees payment of all sums due by the exhibitor to SSEML and guarantees the performance by the exhibitor of the covenants contained in this agreement and indemnifies SSEML against any losses SSEML may suffer should the agreement be lawfully disclaimed or abandoned by a Liquidator, Receiver or other person. The Guarantor covenants that they may be treated as the customer or principal debtor and SSEML shall be under no obligation to take proceedings against the exhibitor before taking action against the Guarantor.

### 20. Privacy

20.1 The exhibitor acknowledges that the organiser will pass on information about the exhibitor to stand contractors and/or promotional organisations prior to and after the event. The exhibitor shall on signing this contract inform the organiser if there is an objection to the transfer of information to third parties.