



# AUCKLAND BOAT SHOW

**23-26 MARCH 2023**

## GENERAL TERMS AND CONDITIONS

- 1. Exhibitor's eligibility.** The exhibition is eligible to Marine Industry or related activity. However, the organisers at their sole discretion, reserve the right to decide whether or not to accept any application, and are not obliged to give reasons for declining any application.
- 2. Rental.** The indicative charges for stands, marina berths and additional requirements as contained in the booking form must be paid in full by the date stated in the booking form. The organisers reserve the right to make an additional charge up to 5% of the indicative costs in the event further charges are required to cover costs of the show. Such additional costs will be invoiced once known.
- 3. Cancellation.** If the Exhibitor cancels their stand booking: On or before 10<sup>th</sup> February 2023, 100% of the exhibitors deposit will be forfeited. If the exhibitor cancels his stand booking after 10<sup>th</sup> February the exhibitors' full payment is due and the stand/berth may be on-sold by the organisers and payments received to date forfeited. If the exhibitor fails to take up their stand by 3pm on Wednesday 24<sup>th</sup> March 2023 it will be considered cancelled by the exhibitor and full payment will be due and the stand/berth may be on-sold by the organisers.
- 4. Stand installation.** Exhibitors must not engage any contractor other than the official contractors to carry out electrical work without the organiser's prior written consent. This is a safety requirement which must be strictly complied with. Prior to the show opening, all display areas must be cleared of all cartons, boxes, wrapping material and the like, so the display areas are safe and tidy. No display or boat may protrude outside of the allocated area.
- 5. Stand dismantling.** Dismantling and removal of pavilion displays cannot commence until the day after the end of the show unless express written approval is received from the organiser (i.e. nothing may be removed from the pavilions on the last day of the show). This is a security requirement which must be strictly complied with. Exhibitors must have their displays and all debris cleared by midday on the Monday following the show.
- 6. Sale of Boats / Products.** Sale of boats / products to the public can be made.
- 7. Competitions, Contests or Giveaways.** Exhibitors desiring to run any form of competition must gain prior written approval from the organisers. Competitions or contests must be free of charge to patrons. No raffles or fund raising shall be run. Any competitions, contests or giveaways (if approved) must be done from on your allocated stand/marina berth only.
- 8. Subletting and use.** The Exhibitor may not sublet or assign or part with the possession of the on-land / pavilion exhibitor or marina sites without the organiser's prior written consent. The Exhibitor may use the on-land / pavilion or marina sites for the purpose authorised and for no other purpose.

**9. Publicity.** The organisers will carry out certain publicity of the Exhibition to the trade and the public at its sole discretion. Exhibitors are asked to supply information, images and supporting advertising to the organisers on request.

**10. Compliance with Laws.** The Exhibitor shall comply with the requirements of all Acts of Parliament and all government and local authority regulations. The Exhibitor has the duty to protect the public from harm at all times and shall be solely liable for any claims arising from non-compliance.

**11. Health & Safety.** Exhibitors hereby acknowledge that they are aware of their obligations under the Health and Safety at Work Act 2015 to take all steps to protect the health, safety and welfare of themselves, their contractors and employees, and the general public. Particular safety requirements include:

**Exhibitors** must take all necessary steps to ensure that their obligations as principals, employers and owners pursuant to the provisions of the Health and Safety at Work Act 2015 are at all times complied with; and

**Exhibitors** must have written rules and procedures relating to health and safety and must follow those rules to ensure the safety of their employees, contractors and all persons in the vicinity of their stands and displays; and

**Exhibitors** must identify all possible hazards for their employees, contractors and for other persons in the vicinity of their stands and displays. Exhibitors must report any matter to the show organisers that may have an impact on safety, and must report any accidents in or around their stands or displays; and:

**Exhibitors** must ensure that all boats and equipment in their stand or display are in good and safe condition, and that any boats are transported, moored, launched and controlled properly and do not become a nuisance or cause annoyance or damage or endanger the safety of any person or any other boat at the show or in the vicinity of the show venue.

**Exhibitors** must comply with the special requirements and notes set out for the individual display or mooring areas.

**Exhibitors** must ensure that all boats have adequate onboard fire prevention and safety equipment.

**Petrol and diesel** motors and machinery must not be operated within the show pavilions, without prior written permission of the organisers.

**LPG / Other Gas appliances** - No such appliance shall be used in any covered area without being fitted with approved bayonet quick disconnect fittings. Fire extinguishers are to be provided where necessary.

Boats may not be refuelled at the Exhibition, including at the Marina.

A full Health & Safety manual will be available to all exhibitors on the exhibitor portal and all rules and regulations in this are to be complied with.

Companies booking on the marina space will be required to agree to the Terms & Conditions of a Temporary Berth Licence (See Attached).

**12. Noise.** If Exhibitors intend to use amplifiers and loud speakers on their stands / boats, prior written approval must be obtained from the organisers. The organisers reserve the right to withdraw such approval if use of such equipment proves disruptive to other Exhibitors or general public.

**13. Exhibitor's Badge.** Only Exhibitors with a pass will be granted free admission to the show. Exhibitors will be issued with passes, which are to be worn at all times.

**14. Alcohol.** The caterer (if contracted by the show) holds a liquor license which allows the sale or supply of liquor to all guests of the boat show, for consumption within the grounds of the boat show. This license only covers

such sale or supply by employees of the caterer, who must perform their duties within the terms of their license, and the details contained within the sale of liquor act.

Alcoholic beverages must not be supplied or sold by any exhibitor from an exhibition stand or vessel whilst the show is open to the public.

The organisers of the boat show support the safe supply of alcoholic beverages at this event, and expect all exhibitors and guests of the boat show to respect and remain within these guidelines, to adopt a safe and sensible approach towards the consumption of alcohol & adhere to the conditions of Sale of Liquor Act including the supply of liquor.

**15. Vacating Show premises/stands/boats after each day's closure.**

All exhibitors will vacate the show venue by 7.30pm each day from Thursday 23<sup>rd</sup> March 2023 to Sunday 26<sup>th</sup> March 2023. Any exhibitors wishing to stay on the show venue after this time must gain the express approval of the organisers.

**16. Security and insurance.** A security service after show hours is provided. However, all stands, exhibits and boats are at the sole risk of the Exhibitor. All Exhibitors should make their own arrangements for insurance against all risks. The organisers will not (either directly or indirectly) be liable for any loss or damage, nor liable for payment of any Exhibitor's insurance excess. This is not a bailment agreement, and Exhibitors acknowledge that they are not putting any part of their display or boat in the organiser's custody.

**17. Damage.** Exhibitors are liable for repair costs for any damage to grounds, permanent or temporary buildings, marina, harbour caused by themselves or their companies.

**18. Indemnity.** Exhibitors agree to indemnify and keep the organisers indemnified against all action, claims, demands, proceedings, suits, costs, damages, expenses and losses whatsoever (whether to property, person economic loss or otherwise) arising out of the Exhibitor's participation in the show.

**19. Cancellation or abandonment of show**

In the event the show is cancelled or abandoned by the organisers for any reason on or before Friday 17<sup>th</sup> March 2023, a 100% refund will be made to payments received by the organiser for stand and marina space (including pontoon rental) only.

**20. Termination.** The organiser may terminate the Exhibitor's right to participate in the show, for breach or failure to perform any of these conditions. On termination, Exhibitor must promptly remove its display from the show. In default, the organisers may remove the display and arrange for it to be stored, in which case the Exhibitor will be liable for all storage, insurance and incidental costs.

**21. Alternatives to conditions.** The organisers may vary and amend these conditions from time to time at their discretion, without prior notice to Exhibitors.

**22. Consumer Guarantees Act matters.** In submitting application to the organisers, Exhibitors are holding out that they are acquiring the subject services and facilities and the like for business purposes, and that the Consumer Guarantees Act 1993 does not apply to this agreement.

**23. Privacy Act.** This form collects certain personal information about the Exhibitor and person/s associated with it. The information is collected to better enable the organisers to evaluate the application and to manage, market and administer the show.

**The intended recipient of the information is:**

Auckland Boat Show, PO Box 90 448, Auckland 1142, which is collecting and will hold the information. Failure to provide the information may result in

the application being declined. You have the right to access and correct the information, pursuant to the provisions of the Privacy Act 2020.

**24. Special Conditions for Boats in the Marina.** Exhibitors in the marina will be required to agree to and comply with additional terms and conditions supplied by the organisers under separate cover.

**25. Co-operation.** No exhibitor shall permit their stand / boat to be used in such a manner as to conflict the purpose of the show or the rights of other exhibitors. In the event of any dispute arising between Exhibitors, in relation to the show such disputes shall be submitted to the organisers in writing for consideration, and the decision of the organisers shall be accepted by all parties as final and conclusive in all respects.



# AUCKLAND BOAT SHOW

## TERMS AND CONDITIONS OF TEMPORARY BERTH LICENCE AGREEMENT

1. This agreement sets out the terms and conditions governing the berth Licence granted by Auckland Boat Show to you, the exhibitor for the duration of the Auckland Boat Show to be held at Jellicoe Harbour between 23<sup>rd</sup> March 2023 and 26<sup>th</sup> March 2023 and during set up and decommissioning of the show.
2. "Organiser" used throughout means Auckland On Water Boat Show.
3. "Licensee" means you, the exhibitor.
4. The duration of this Licence is for the period Sunday 20<sup>th</sup> March 2023 to Monday 27<sup>th</sup> March 2023.
5. Indicative rent and all additional costs as requested and agreed to, inclusive of GST, are payable in full to the Organiser by 10 February 2023. Failure to pay by that date will result in the Organiser having the option to terminate this agreement. The indicative charges for stands, marina berths and additional requirements as contained in the booking form must be paid in full by the date stated in the booking form. The organisers reserve the right to make an additional charge up to 5% of the indicative costs in the event further charges are required to cover costs of the show. Such additional costs will be invoiced once known.
6. The Licensee shall not permit vessels other than the named vessels to be moored in the berth.
  - (a) The Licensee agrees that he has either examined the Berth or waives his/her right to do so and relies on his/her own judgement in accepting the use of the same and does not rely on statements or representations made by the Organiser or anyone on its behalf;
  - (b) The Licensee acknowledges that the Organiser gives no warranty that the Marina will be suitable for the mooring of the Vessel due to the wave and swell action and disturbance resulting from the exposed nature of the Marina or created by passing navigation;
  - (c) The Licensee further acknowledges that it shall indemnify the Organiser for all risks and damages the Organiser may suffer in relation to any claim or demand of any kind, from all liability which may arise in respect of such risks;
  - (d) Any vessel moored at the Berth at any time is moored entirely at the risk of the Licensee or owner of such vessel (as the case may be) and at all times while on or adjacent to the Marina shall remain at the risk of the Licensee or owner;
  - (e) The Organiser shall not, whether directly or vicariously nor shall any servant, agent or employee of the Organiser be liable in negligence or otherwise for any damage to or theft of loss of the Vessel or any tackle, goods, gear, machinery or other property thereon whilst at the Berth or in or around the Marina no matter how or from what cause such loss or damage may arise or occur including (but without limiting the generality of the foregoing) loss or damage caused or contributed to by the use or removal of the Vessel by any person not authorised by the Licensee to so use or remove it whether such use or removal shall be permitted by the Organiser or not;
  - (f) The Licensee agrees that they will be responsible for all damage to persons using the Marina and to docks, structures, pilings or property of the Marina and/or persons using the Marina arising from any act or omission, neglect or default by the Licensee or his agents, servants, contractors, employees or invitees.
7. Without limiting the generality of the foregoing the Licensee acknowledges and agrees that:

(a) The Organiser gives no warranty whatsoever to the Licensee as to the condition of the shipways and Marina and their buildings, piers, walkways, pontoons, gangways, cranes, hoists, ramps, mooring gear and other facilities and the Licensee agrees that they will use the facilities provided for berthing, storage, mooring solely at their own risk;

(b) The Organiser shall not be liable for the care or protection of the Vessel, it's fittings or contents;

(c) The Organiser shall not be responsible for injuries to persons or property occurring upon or in the vicinity of the Marina and shall not be responsible for the condition of the piers, walkways, pontoons, gangways, ramps, or landing gear associated within the Marina;

(d) The Licensee shall occupy and use the Marina at the Licensee's risk and shall release the Organiser (to full extent permitted by law) from all claims and demands of any kind, and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Marina or any other areas surrounding the Marina;

(e) During the Term there will be other activities whether or not associated with the Organisers occurring in and around the marina including, but not limited to, the moving of boats, onshore entertainment and partying and the Licensee shall have no claim against the Organiser and the Organiser shall have no liability in relation to the same notwithstanding that the activities may interfere with the Licensee's use and occupation of the Berth.

8. (a) The Licensee shall remain responsible for proper and careful mooring of the vessels within the berth, using mooring lines and fenders of an acceptable size, quality and number depending on the size of the vessel. The Licensee shall keep the Organisers indemnified against all claims arising from inadequate or improper mooring from the berth;

(b) The Licensee shall not carry out any refuelling whatsoever within the Marina;

(c) The Licensee will not permit any animals whatsoever to be kept on the vessel in the Marina;

(d) The Licensee, its invitees, guests, employees and authorised agents shall not engage in any swimming, diving or underwater activities within the marina;

(e) The Licensee shall ensure that all halyards, lines, ropes, rigging and sheets on the vessel shall be properly secured so as to not create any noise;

(f) The use of television, radio, and music apparatus onboard the vessel shall only be permitted if such use shall be limited to the extent so as to not create an unreasonable nuisance. The Licensee agrees to abide by any requests from the Organiser to cease such activities if so requested by the Organiser.

(g) Functions or parties onboard shall only be permitted if agreed to in writing by the Organiser. Alcoholic beverages may be served free of charge to guests who have been invited on board privately owned boats moored at the boat show. Any such alcoholic beverage must be consumed on board, and must not be taken off the boat.

The organisers of the boat show support the safe supply of alcoholic beverages at this event, and expect all exhibitors and guests of the boat show to respect and remain within these guidelines, to adopt a safe and sensible approach towards the consumption of alcohol & adhere to the conditions of Sale of Liquor Act including the supply of liquor.

(h) No maintenance work shall be carried out whatsoever.

9. (a) The Licensee warrants that the Vessel and any other property owned or brought into the Marina by the Licensee and/or any invitee is fully insured against loss or damage by fire, storm, tempest, typhoon, Act of God and all other usual maritime risks including pollution, explosion and public liability. (b) The Licensee warrants that the Vessel and any other property owned or brought into the Marina by the Licensee and/or any invitee has marine third party liability insurance of a minimum of \$10 million.

10. No person or vessel shall enter the vicinity of the marina with any explosives or dangerous goods as defined under the Explosives Act 1957 or the Dangerous Goods Act 1974.

11. The Licensee shall ensure that all persons associated with the Vessel (including but not limited to the Vessel's crew and all invitees of the Licensee) shall

comply with all New Zealand statutes and regulations and all local regulations, rules and by-laws imposed by any properly authorised authority.

**13.** The Licensee shall not pollute or permit the pollution by the Vessel of the area in the vicinity of the marina or discharge into the marina vicinity any poisonous, noxious, dangerous or offensive substance whatsoever, and in particular shall comply with the provisions of the Resource Management Act 1991. Without prejudice to the generality of the preceding sentence, the Licensee shall not allow the discharge of any sewage or the emptying of any latrines into the Marina vicinity or otherwise dispose of any garbage, oil, fuel, bilge water, other material whatsoever on or in the marina vicinity.

**14.** The Licensee shall ensure that the Nominated Boat is equipped with a sewage holding tank otherwise use of vessels toilet is prohibited.

**15.** The Licensee shall ensure that the Vessel in its use of the waterways within the Marina and its vicinity complies with the provisions of the Ministry of Transport General Harbour Regulations - Nautical and Miscellaneous, the International Collision Regulations – Nautical and miscellaneous, the International Collision Regulations - Harbour By-laws and any other provisions passed in substitution for, or in succession to, the above or Acts and Regulations relating to the use of the Marina and its vicinity.

**16.** Notwithstanding any other provisions of this Licence, the Licensee shall for the purposes of the Health and Safety at Work Act 2015, be solely responsible for the health and safety of the Licensee's employees, contractors, sub licensees, invitees, guests, Boat Show patrons and agents when the same are boarding or are on board the vessel. The Licensee shall take all steps to ensure compliance with the provisions of the Act.

**17.** The Licensee hereby indemnifies and will keep indemnified the Organiser against all actions, suits, claims, debts, obligations and other liabilities arising out of this Licence or of any act or omission of the Licensee or his servants, agents, employees, invitees, show patrons or Licensees and the Licensee agrees to compensate, recompense, pay, indemnity and hold indemnified the Organiser against loss or damage to the Berth or Marina or any of the facilities forming part of the Organiser's complex or any vessels moored or remaining therein or to any other person or property caused or resulting from the acts or omissions of the Licensee or his servants, agents, contractors, employees, invitees, show patrons or Licensees;

**18.** The Organiser shall not be liable and accepts no responsibility for, loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina or of the Berth or any other part of the facilities of the Marina. The Organiser shall further not be liable to the Licensee or any person for any loss or damage to property, or death or personal injury incurred or suffered within the Marina whether ever or not such happening is attributable to the acts, defaults or negligence of the Organiser, or its servants or agents or contractors or otherwise howsoever.

**19.** The Organiser shall not be in breach of this license for reason of any delay in performance or non-performance of its obligations due to any "Force Majeure" event, and/or any circumstances whatsoever beyond the reasonable control of the Organiser.

**20.** If the Licensee at any time shall be in breach of any of the terms and conditions and provisions of this Licence on his part to be observed and performed, the Licensee's right to occupy the Berth pursuant to this Licence shall terminate forthwith upon service of written notice from the Organiser of such breach and the further provisions of this contract shall become applicable and may be enforced by the Organiser. On termination the Licensee shall promptly remove the Vessel and all the goods and effects of the Licensee from the Marina and in default of his so doing the Organiser shall be entitled to remove them to any convenient place and to contract for their safekeeping and for payment of removal, storage and insurance fees as agent for the Licensee. In that event the Organiser may prior to authorising the Licensee to remove the Vessel charge the Licensee a penal fee (together with recovering all costs incurred in accordance with this clause) which

shall not be more than double the removal cost and daily rental for each day or part thereof of which the Vessel is so stored. All costs and expenses thereby incurred shall be payable by the Licensee to the Organiser who may sue for and recover the same as liquidated damages.

**21.** The Licensee shall indemnify the Organiser against all liability for fees and expenses incurred in respect of such removal or storage or any matter arising there from. Anything done by the Organiser pursuant to this clause shall be deemed to be done as agent for and at the risk and cost of the Licensee.

**22.** The Licensee has an obligation to pay the outstanding Berthage Fees for the Term notwithstanding termination of this Licence pursuant to clause 21.

**23.** In the event that the Organiser's entitlement to use, occupy and/or licence the use of the Marina is terminated for any reason the Organiser shall so notify the Licensee and this Licence shall terminate immediately upon the Organiser's entitlement so terminating and the Licensee shall have no claim against the Organiser.