

Wimmera Machinery Field Days

General Conditions

1. The application form, including the site safety plan must be fully completed and site fees paid in full for your site to be secured.
2. This application and site safety plan completed and properly signed by the exhibitor, along with full payment shall be received at the office of the WMFD by the advertised due date. Application received after that date shall incur additional site fee charges and will only be accepted at the discretion of the Manager and the WMFD Committee.
3. The Wimmera Machinery Field Days (WMFD) Committee reserves the right to regulate the use of machinery on static display sites which produce excessive noise, causing annoyance to other exhibitors and the public.
4. The WMFD Committee and staff shall have the power to enter upon the area described at any time and remove any article, sign, picture or printed matter, which in their opinion, may be a cause of offence to the public or officials of the Committee.
5. Except with the written consent previously obtained of the WMFD Committee, the Exhibitor shall not assign or sub-let or part with the possession of the whole or any part of their allocated space or purport to do so.
6. Exhibitors are responsible for the condition of the area allocated by this contract, at the commencement of the WMFD and upon the completion of such Field Days, Exhibitors shall clean such area to the satisfaction of the WMFD. Sites left unclean risk a fee of being charged for cleaning and future acceptance of site applications.
7. Exhibitors hereby accept all responsibility for, and shall hold the WMFD Committee indemnified against any damage or injury to any person, persons or property which may be occasioned by or arise out of the use of any machinery, implement or apparatus of any nature whatsoever used in connection with the stand and/or demonstration.
8. Exhibitors hereby undertake to faithfully conform with the requirements of any Act of Parliament which may govern the erection of structures, displays and/or demonstrations and/or sales of machinery and other products, and also to conform with any regulations, bylaws or ordinances made under such Acts of Parliament or by any Governments, Semi-government or local Government Authority duly authorised to make regulations, by laws ordinances in connection herewith.
9. The WMFD Committee shall have the right to sell by public auction or private treaty any structure or part thereof or any plant or equipment which is or has been erected or placed on the space or upon the said site and remains after the expiration of thirty (30) days from the completion of the said WMFD. Such equipment will also be charged a storage fee of \$100 per item per week or part thereof.
10. The WMFD Committee shall not be liable for any loss or damage to the Exhibitors property whilst on the said area.
11. If the WMFD Committee should find it necessary or expedient to cancel or postpone the WMFD this contract shall cease to operate upon notice to that effect, signed by the Manager, served on the Exhibitor by handing it to them personally or by electronic mail at his address here-mentioned or at the option of the WMFD Committee by handing or offering it to any person who appears or is thought by the Manager to be an employee, agent or partner of the Exhibitor. THE WMFD Committee shall not be liable to the Exhibitor for any compensation whether on the ground or loss of profits or otherwise on 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 this application.
12. New equipment may only be displayed for sale.
13. Livestock are permitted on the field days site only by arrangement with the WMFD Committee and in accordance with the NLIS.
14. Flag poles/ blimps over three (3) metres in height are not permitted to be erected within five (5) metres of any point directly below overhead powerlines.
15. The Exhibitor shall not conduct or permit to be conducted on the space any competition, raffle or game without authority of the WMFD Committee.
16. THE WMFD Committee reserves the right to cancel this contract and to retain any money paid in relation thereto if there is in the opinion of the WMFD Committee an infringement of any of the foregoing conditions and/or of the Exhibitor does not occupy the space at the commencement of and during the full period of the Wimmera Machinery Field Days.
17. The WMFD Committee reserves the right if it considers it necessary expedient or desirable to do so to cancel or to suspend the operation of the contract by notice served on the Exhibitor as provided in Clause 10 in the event of any occurrence or happening which in the opinion of the WMFD Committee justifies it in doing so. Moreover, the committee shall not be liable to pay the Exhibitor for any compensation whether on the ground of loss of profits or otherwise or any refund or payment of any money paid by the Exhibitor in relation to this contract in respect of such cancellation or suspension.
18. The WMFD Committee reserves the right to amend operating conditions as specified at any time.
19. The Committee reserves the right to reallocate any sites which are not occupied by 6:00pm on the final set up day.

PRIVACY The Wimmera Machinery Field Days Inc (WMFD) collects your personal information in order to administer the Wimmera Machinery Field Days (Field Days) and for related purposes, such as promoting the Field Days, or making claims on any insurance in connection with the Field Days. Your information may be disclosed to service providers and other organisations, including media groups, who help to administer, promote and service the Field Days, indemnity or insurance providers. Your information may also be disclosed if required or authorised by law. You have certain rights to access personal information that we hold about you. If you do not want your information published or disclosed or you do not want us to send your information please email info@wimmerafielddays.com.au, phone (03) 5384 7210 or write to Privacy Officer, Wimmera Machinery Field Days, PO Box 272 Horsham Vic 3402.