

TERMS & CONDITIONS FOR SYDNEY TRADE DAY, HAWKESBURY SHOWGROUND, STAND HOLDERS AND BUYERS - EFFECTIVE AUGUST 2017

Nursery & Garden Industry NSW & ACT Limited (NGINA), ABN no: 36001 075 574 has set out in this document its standard terms and conditions which will apply to all arrangements with Stand Holders and Buyers attending monthly Trade Days and related events.

Nothing in these conditions excludes, restricts or modifies the application of provisions of any statute (including the Trade Practises Act 1974) where to do so would contravene that statute or cause any part of these conditions to be void.

Stand Holders

1. Entry to sell nursery and trade related goods at Trade Day is available to all Members of NGINA and Members of approved reciprocal NGI State Associations on a permanent or casual basis. Please refer to the current price schedules.
2. A marquee will be provided for truck stands by NGINA which is the responsibility of the Stand Holder. If the marquee is damaged through misuse or negligence, then the replacement costs will be borne by the Stand Holder.
3. Stand Holder accounts are strictly 30 days. If payments are not met, NGINA reserves the right to suspend permission to attend future Sydney Trade Days until all outstanding payments are met. NGINA is authorised to use credit card details on file for any fees that may arise.
4. If a Permanent Stand Holder is unable to attend any given Trade Day, the Trade Day Co-ordinator should be notified at least five days prior to such date. Stand fees will still be payable in the event of non-attendance of a permanent Stand Holder.
5. Any member or reciprocal member who is not a Stand Holder and wishes to promote products and services to Stand Holders / Buyers must first obtain permission from the Trade Day Coordinator and pay in advance a roaming fee.
6. Passes remain the property of NGINA. If a business ceases to trade, or staff members leave its employ, NGINA must be notified and the passes destroyed. If a Member / Stand Holder loses a pass, a replacement fee will be charged.
7. Traders consent for NGINA to use any photographs supplied by the trader or any taken at the markets for promotion use.
8. Failure to abide by any of terms and conditions and by-laws may result in the cancellation of the right to attend Sydney Trade Day.

NB: The Board of Directors in its absolute discretion may permit other appropriate arrangements for the payment of fees other than set out in Clause 3, where in their opinion special circumstances permit.

Buyers

It is the responsibility of NGINA in accordance with By-Laws to ensure that registered Buyers are legitimate resellers who on sell. In the interests of NGINA and its Member Stand Holders, NGINA reserves the right to deny a Buyer entry, if the applicant is not considered a legitimate business or trading within the industry, and if

applicable, is not registered to trade in NSW. In order to serve its Members, the following terms and conditions will apply to all Buyers:

1. Under NSW legislation, unless a business is trading as a sole trader under his/her name only, all trading businesses must be registered to trade in NSW, either through ASIC (if they are an constitutional corporation) or through the Office of Fair Trading (if they are a sole trader or partnership).
2. To be eligible for a Buyer's pass, the business must fall within the parameters of the nursery and garden industry (landscape / garden maintenance, floristry, garden centre, plant growing and / or wholesaling).
3. Buyer Subscription forms should be accompanied by suitable business identification.
4. Members of NGINA are granted free entry to Sydney Trade Day and will be issued with passes upon request. Other businesses must pay an annual subscription or a casual entry fee for each entry.
5. Entry to the Trade Day site may only be gained in any one of the following ways:
 - a. The carrying of a current Member or Buyer pass (either in card format or phone app).
 - b. The carrying of a temporary Buyer Trade Day pass issued and valid for the day of issue only.
6. Passes remain the property of NGINA. If a business ceases to trade or staff members leave its employ, NGINA needs to be notified and the passes destroyed. If a member/buyer loses a pass, a replacement fee will be charged.
7. Failure to abide by any of terms and conditions and by-laws may result in the cancellation of the right to attend Sydney Trade Day.

I confirm that I have read the Trade Day By-Laws and agree to the above Terms & Conditions for Stand Holders & Buyers / Visitors.

Signed: _____ Print Name: _____ Date: _____

Business Name: _____