

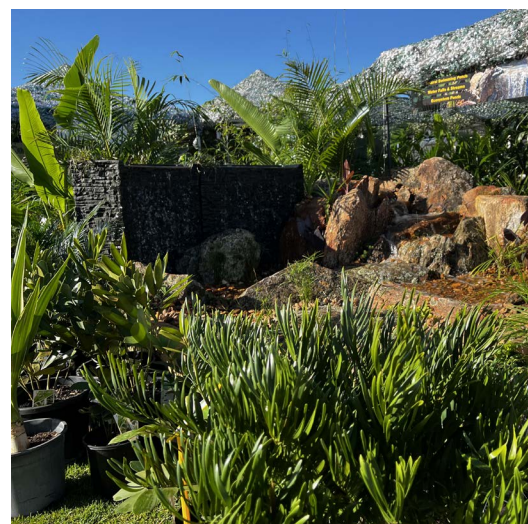
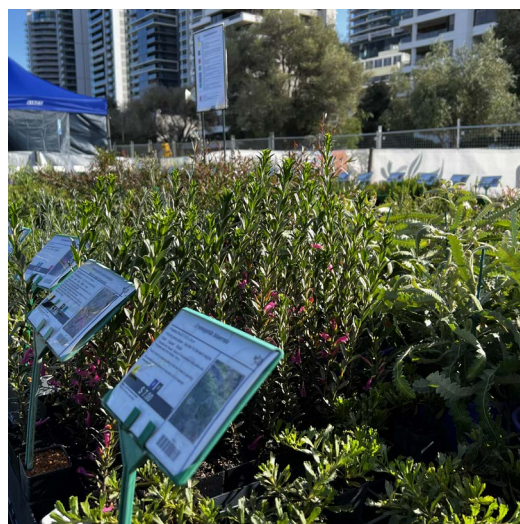


# PERTH GARDEN & OUTDOOR LIVING FESTIVAL

PRESENTED BY *Kleenheat*

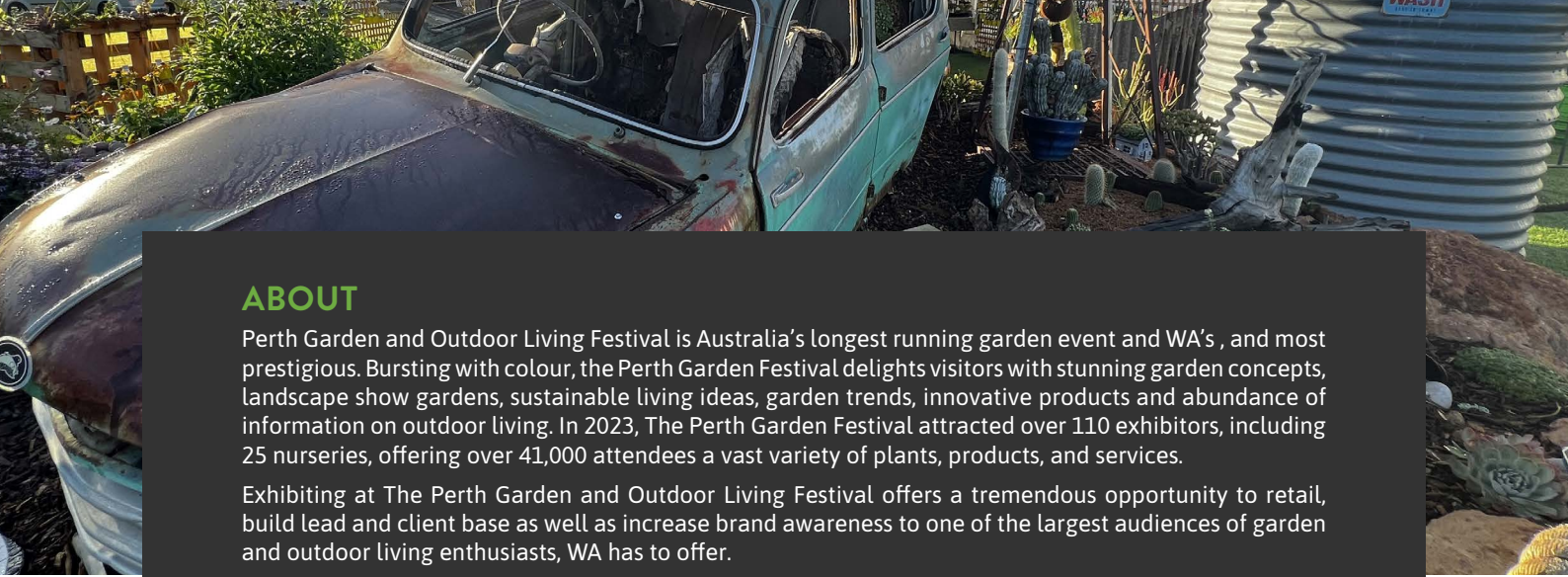
## NURSERY APPLICATION

APRIL/MAY (TBC) 2024 | LANGLEY PARK



BRIAN@CSports.COM.AU | 08 9436 0203





## ABOUT

Perth Garden and Outdoor Living Festival is Australia's longest running garden event and WA's , and most prestigious. Bursting with colour, the Perth Garden Festival delights visitors with stunning garden concepts, landscape show gardens, sustainable living ideas, garden trends, innovative products and abundance of information on outdoor living. In 2023, The Perth Garden Festival attracted over 110 exhibitors, including 25 nurseries, offering over 41,000 attendees a vast variety of plants, products, and services.

Exhibiting at The Perth Garden and Outdoor Living Festival offers a tremendous opportunity to retail, build lead and client base as well as increase brand awareness to one of the largest audiences of garden and outdoor living enthusiasts, WA has to offer.

## VENUE

The 2023 Perth Garden & Outdoor Living Festival will be held at Langley Park, City of Perth.

## NURSERY SITES

The Perth Garden and Outdoor Living Festival is owned by the Nursery and Garden Industry of Western Australia (NGIWA). As its flagship event, NGIWA allows for exhibitors selling and displaying 'green life' only to access sites at a heavily subsidised rate. Furthermore, current NGIWA Members are provided with a significant discount on this already reduced site fee. 10x10m nursery sites are being heavily subsidised.

There are a number of conditions that are applicable to securing the reduced nursery rate:

- The site fee is applicable to the sale of 'green life' produce ONLY [includes seeds and bulbs]
- Should you wish to stock 'other' products, you must list the square meters to be allocated to this stock and the items intended to be sold. This space will be charged out at the standard retail rate for a 10x10m site as determined by event organisers.
- Each nursery site is to be created in the form of a display and must add to the aesthetic nature of the event.

## NURSERY/SHOW GARDEN DISPLAYS

For the first time, we're introducing the opportunity for nurseries to combine their site with a Landscape gardener for a show garden display that nurseries can also retail. This offers a tremendous opportunity to showcase how your plants will look in the settings of a beautiful garden display. By agreeing to this, the site will be increased by an additional 50sqm (minimum) to be allocated for the show garden display at no extra cost.

Conditions of a Nursery/Show garden display will be:

- Total site size (nursery and garden combined) to be minimum of 150sqm (10x15m). Up to 20x10m.
- Nursery must purchase a minimum 10x10m discounted nursery site size.
- Minimum of 50sqm dedicated to show garden display.
- Garden display MUST be by a professional landscape gardener or business.
- Garden display must have a plan sent to event organisers by 29th March 2024. NO LATER, otherwise garden display site will be cancelled and site to be reduced to size the nursery was purchased at.
- Plants used in the garden display to be only offered by the nursery.
- This is a joint venture between the nursery and landscape gardener only.

*\*Please note, location of combined nursery & show garden sites will be allocated in the new year.*

## WHY BECOME AN NGIWA MEMBER?

NGIWA serves businesses that commercially grow, sell, or use plants, or supply related products and services. It advocates the interests of the industry before government, and provides members with up to date business knowledge and practices, essential to long-term growth and profitability. There are many benefits from joining as an NGIWA Member, including a 20% discount subsidy of your Perth Garden Festival nursery site. For a full list of the member benefits visit: <https://www.ngiwa.com.au/members/why-you-should-become-an-ngiwa-member>

## NGIWA MEMBERS APPLICATION

If you are not yet an NGIWA Member but wish to secure the nursery site discount of 20%\*, please complete the Membership Application available at [www.ngiwa.com.au](http://www.ngiwa.com.au). Retrospective subsidies will not apply, you must be a member, or have submitted a Membership Application with this booking form to receive the subsidy.

\*NGIWA member 20% discount applies to sites 100sqm or bigger





## AWARDS

An award will be presented for 'Nursery Sites' and 'Show Gardens'. Judging usually takes place on the Thursday by delegates of the nursery and landscape industries. Criteria can alter each year but for 2023, they were:

### Nurseries:

- Staff are easily identified (i.e. Uniform or name badge visible)
- Staff are friendly and helpful.
- The overall display/site is visually appealing.
- Has clear signage.
- Has focal elements/features that relate to/enhance the display.
- Showcasing plants in appealing way.
- Time effort and planning are evident.

### Show Gardens:

- Visually appealing display.
- Has a clear theme.
- Communicates the theme (signage etc).
- Has focal elements/features that relate to/enhance the theme.
- Showcases plants in an appealing way.
- Time effort and planning are evident.

## MARQUEE HIRE

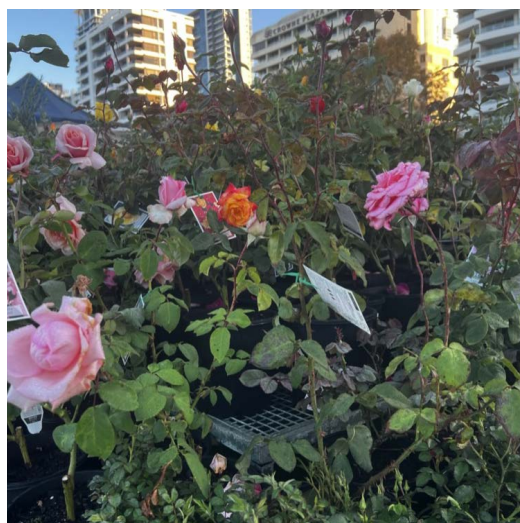
This an outdoor event and shelter is essential. You are welcome to supply your own 3x3m marquee (or gazebo), however no larger than 9sqm (3x3). Any that exceeds 3x3m is considered a building structure and must be hired through our approved and licensed supplier. If you are unable to hire your own 3x3m marquee or wish to hire one larger, please fill out booking information below. They are structurally sound and will be ready in time for you to set up. Please note, that structural beams or poles cannot be removed by anyone other than the licenced supplier for safety reasons.

## PAYMENT

A 50% non-refundable payment is required within seven working days. The booking is only partial confirmed when the deposit has been paid. The final balance **MUST** be paid by no later than Friday 29th March 2024. This includes ALL bookings and only once all payment has been received, your site location can be fully confirmed.

## TERMS AND CONDITIONS

Please read them carefully before committing. We prioritise the most common items first



# BOOKING FORM

## SITE RATES

SITE SIZE	NO SHOW GARDEN DISPLAY	WITH 5X10M SHOW GARDEN DISPLAY	WITH 10X10M SHOW GARDEN DISPLAY	SITE FEE	NGIWA MEMBER ONLY DISCOUNTED SITE FEE
20x10m	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$3,214+gst	\$2,570+gst
10x15m	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$2,755+gst	\$2,204+gst
10x10m	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$1,837+gst	\$1,470+GST
6x3m	<input type="radio"/>	N/A	N/A	\$961+GST	N/A
TOTAL SITE COST					

## COMBINED NURSERY & SHOW GARDEN

NAME OF LANDSCAPE GARDENER	
CONTACT EMAIL OF LANDSCAPE GARDENER	
NAME OF BUSINESS	

## MARQUEE RATES

(marquees larger than 9sqm must be ordered here as they are considered a building construction)

MARQUEE SIZE		RATE (EXCLUDES GST)
3x3m	<input type="radio"/>	\$435
6x3m	<input type="radio"/>	\$817
6x6m	<input type="radio"/>	\$1,346
10x6m	<input type="radio"/>	\$2,246
10x10m		\$2,772
10x15m		\$4,155

## EQUIPMENT HIRE

ITEM	COST PER ITEM	QUANTITY
White plastic chair	\$3.50+GST	
1800mm (6ft) table	\$14.00+GST	
2400mm (8ft) table	\$16.50+GST	

BILLING NAME: \_\_\_\_\_

EXHIBITOR NAME: \_\_\_\_\_  
(As will be advertised)

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

BUSINESS TYPE: \_\_\_\_\_

TYPE OF PLANTS YOU WILL BE RETAILING? \_\_\_\_\_

ARE YOU ARE AN NGIWA MEMBER? YES NO

SITE COST: \_\_\_\_\_

MARQUEE COST: \_\_\_\_\_

EQUIPMENT COST: \_\_\_\_\_

TOTAL COST

## PAYMENT OPTIONS

- ☐ I wish to pay by credit card (1.8% Surcharge applies) and agree to have 50% deposit charged (remainder on 29 March 2024)
- ☐ I wish to pay by credit card (1.8% Surcharge applies) and agree to have 100% charged for 5% off total cost
- ☐ I wish to pay electronically and agree to pay 50% deposit within seven working days (remainder by 29 March 2024)

## PAYMENT DETAILS

(1.8% Credit Card Surcharge applies)

NAME ON CARD: \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_

EXPIRY: \_\_\_\_\_

CVV: \_\_\_\_\_

## CHECK LIST

- ☐ I have read and understand the Terms and Conditions
- ☐ Have or will provide Public Liability Insurance by Friday 5th April

BY RETURNING THIS COMPLETED FORM YOU AGREE TO THE ATTACHED TERMS & CONDITIONS

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**PLEASE READ ALL INFORMATION BEFORE BOOKING.**  
**THIS INCLUDES ALL NEW AND ESPECIALLY PREVIOUS EXHIBITORS AS SOME**  
**IMPORTANT INFORMATION HAS CHANGED FROM PREVIOUS YEARS.**

**PERTH GARDEN & OUTDOOR LIVING FESTIVAL PTY LTD**  
**(TBC) APRIL/MAY 2024**  
**EXHIBITOR SITE SALES - TERMS & CONDITIONS**

This sales contract ("this contract") is between Corporate Sports Australia Pty Ltd. ACN 30 600 630 274 ("PGOLF" or "Event Organiser") and the party identified as the Exhibitor in the Exhibitor Booking Form ("Exhibitor") and is subject to the following terms and conditions. The attached Exhibitor Booking Form is incorporated by reference herein and both form part of this sales contract.

**1. PAYMENT**

The exhibitor agrees to pay a 50% non refundable deposit within seven working days of receipt and the total cost in full by Friday 29th March 2024.

**2. CANCELLATION**

(a) Without limiting PGOLF's right to claim payment under the contract or any loss and damage arising as a result of the cancellation thereof, if the Exhibitor for any reason cancels this contract more than twelve (12) weeks before the event, the Exhibitor agrees that it must pay PGOLF, 50% of the Total Fee plus GST as a cancellation fee. If the Site Fee is Complimentary for the exhibitor and the exhibitor then decided to cancel, the exhibitor will be liable for cancellation fees in line with the gazette rate for the site. For example, if a Complimentary 3x3m site has been provided, cancellation will result in a cancellation fee of 50% of the Total Fee for a paid 3x3m site.

(b) If the Exhibitor for any reason, cancels this contract less than twelve (12) weeks before the event the Exhibitor must pay to PGOLF the Total Fee plus GST as a cancellation fee. If the site fee has been waived for the exhibitor and the exhibitor then decided to cancel, the exhibitor will be liable for cancellation fees in line with the gazette rate for the site. For example, if a Complimentary 3x3m site has been provided, cancellation will result in a cancellation fee of 100% of the Total Fee for a paid 3x3m site.

(c) Any amount which has at the time of the cancellation been paid by the Exhibitor in respect of the Total Fee due, will be forfeited to PGOLF and will be deducted from the amount which is due as the cancellation fee.

(d) Notice of cancellation by the Exhibitor shall not take effect until it is received in writing by PGOLF. If the notice is not received on a working day then the notice will only take effect on the next working day after it is received. This clause (d) is inserted solely for the benefit of PGOLF.

**3. ALTERATION TO THE ADVERTISED PACKAGE**

Every reasonable effort will be made to adhere to the advertised event, but the event may be altered or parts omitted or dates changed for any cause that PGOLF shall in its sole discretion consider to be reasonable. PGOLF is entitled without incurring any liability, to change the site and location of the facilities being purchased.

**4. CANCELLATION OF DAYS OF THE EVENT**

Without limiting any other provision hereof, PGOLF has no liability to make any refund to the client whatsoever if for any reason outside the control of PGOLF, a day of the event be partly or wholly cancelled for any reason including bad weather. PGOLF recommends that the Exhibitor consider obtaining appropriate insurance coverage through its own Broker. Should a facility or venue for the event, for any reason be destroyed or made unusable PGOLF is not obliged to make any refund.

**5. DISCLAIMER AND INDEMNITY**

The Exhibitor hereby waives and releases PGOLF from and indemnifies and holds PGOLF harmless against, any and all costs, damages, and expenses, which are incurred by the Exhibitor, its agents, employees and/ or guests and which arise in connection with this contract or the attendance at the event except to the extent that such costs, damages and expenses are caused or contributed by the negligent acts or omissions of PGOLF.

**6. INSURANCE & DAMAGES**

(a) Event Organisers shall NOT be responsible for insuring any of the goods of the exhibitor.

(b) The Exhibitor shall have or effect a Public Liability Insurance Policy which covers liability to the public for an amount of not less than \$10,000,000 in respect of personal injury to or death arising by accident to any person whomsoever and in respect of any injury loss or damage whatsoever arising by accident to property, real or personal, including property belonging to the Town of Victoria Park (venue owners), the Nursery and Garden Industry Western Australia and Event Organisers. Such insurance shall note the name of Events Organisers (PGOLF), the Nursery and Garden Industry Western Australia and the City of Perth as interested parties. This cover is to include the full

period of the Event including setting-up and dismantling times and is to remain current until the buildings and grounds have been fully vacated by the Exhibitor.

A Certificate of Currency that it is valid in WA, anywhere in Australia or worldwide there on must be submitted to Event Organiser's no later than 5th April 2023.

(c) Stolen, lost or damaged goods. While 24 hour security is provided on site, prior and throughout the event dates, PGOLF holds no responsibility for any products or personal items lost, stolen or damaged at all times before, during and after the event. This includes items passed on for parcel pickup, which is an 'all care, no responsibility' service.

(d) The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's display area howsoever caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of their or any act of omission of any such person or by any exhibit, machinery or other article or thing in the possession of or use of their or any servant or any agent, or their or (if erected by the Exhibitor or contractor of their workmen or agents) by the site-construction contractor.

(e) Responsibility for Personal Injury and Damage to Property (Employers Liability): Events Organiser shall be under no liability for personal injury to the Exhibitor or their servants or agents, invitees or licensees howsoever caused, nor for the loss of or damage to exhibits or other property of the Exhibitor, their servants, agents, invitees, or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurances.

**7. MISCELLANEOUS**

(a) This agreement constitutes the sole and exclusive agreement between the parties. The Exhibitor acknowledges that no other warranties, representations written or verbal, have been made that are not reflected herein.

(b) This agreement is governed by and construed in accordance with the laws of Western Australia, and the Exhibitor agrees to submit to the exclusive jurisdiction of the Courts in that State. The Exhibitor hereby irrevocably waives any objection to the venue of any legal process selected by PGOLF.

(c) The Exhibitor agrees to pay all fees incurred by PGOLF in recovering any sum due under the Contract, (or resolving any dispute with the Exhibitor), on a full indemnity basis

(d) The Exhibitor agrees that any claim or dispute under or arising out of this contract shall be dealt with as a general procedure case as contemplated by the Magistrates Court (Civil Proceedings) Act 2004 WA ("the Act") and that if PGOLF is a successful party in the case, then the Exhibitor agrees to pay all of the costs incurred by PGOLF regardless of the value of the claim or the relief claimed, and as contemplated by s25(7) of the Act, the Exhibitor agrees to pay PGOLF's costs on either an indemnity basis or under the applicable costs determination whichever is the greater.

(e) The person who signs for the Exhibitor represents that he or she has authority to make this contract on behalf of the Exhibitor. If it is found that by reason of the persons lack of authority, the Exhibitor is not liable under this contract, then such person shall be deemed to have made this contract with PGOLF on his/her own behalf.

(f) The Exhibitor has no right to exclusivity at the event of any product due to the nature of the event being a trade show.

**EVENT CONDUCT & REGULATIONS**

(a) The Exhibitor will comply in all respects with all requirements of all Government, Local Authority and Statutory Bodies during the term of the Event; specifically complying with and applying for;

I. Stallholders permit

II. Certificate of Structural Adequacy and Electrical Compliance Certification (authorized by a certified electrician), with the Town of Victoria Park

(b) The Exhibitor will comply in all respects with the directions or requirements of the Organiser or the Town of Victoria Park (venue owners) forthwith upon request and will generally comply with all reasonable directions or requirements of any representative of Event Organisers and conduct their exhibition in a proper and business like manner.

(c) The Exhibitor shall comply with the provisions of all Statutes and the Regulations thereof in so far as they apply. All certifications required to be obtained for a particular unit on display, structure or electrical equipment must be readily available for presentation during the Event.

(d) All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of storage of petrol, explosives and other flammable materials.

# PLEASE READ ALL INFORMATION BEFORE BOOKING.

## THIS INCLUDES ALL NEW AND ESPECIALLY PREVIOUS EXHIBITORS AS SOME IMPORTANT INFORMATION HAS CHANGED FROM PREVIOUS YEARS.

(e) Exhibitors must fit all temporary electrical installations with an RCD (Residual Current Device earth leakage circuit breaker) at the point of connection to any electrical installation.

(f) The organiser reserves the right at any time to alter the size, shape or position of the site plan at their absolute discretion.

(g) All sites shall be in position, completed and occupied by the time stipulated by Event Organisers on the morning of the opening date.

(h) The exhibitor is at all times during the Event:

I. Required to keep their site open to view and properly staffed. No exhibit shall be removed during the period of the Event.

II. Responsible for the maintenance and cleaning of their site and display space.

III. Required to conduct any business only from their display space and to keep aisles adjoining their display free from obstruction or overhang.

IV. Prohibited from holding or allowing to be held a sale by auction, lottery, raffle, guessing competition, game of chance or sideshow without prior consent of Event Organisers.

V. Prohibited from sub-licensing, sharing, donating or parting with possession of their display space without prior written consent of Event Organisers.

(i) The contractual price (unless otherwise stated by Event Organisers) does not include the following: connections for electricity, water, gas, waste etc.; Town of Victoria Park license fees, advertising catalogue; loading and handling equipment and staff; statutory charges which may become payable on this agreement; telephone; dressing of site; insurances; cleaning of site. In the instance that a site is not repatriated or cleaned adequately at the conclusion of the event, the Exhibitor will be liable for a cleaning fee of \$500 + GST.

(j) No person shall enter the event site during move-in or move-out unless they are wearing enclosed footwear, a safety vest and similar compliant clothing.

(k) All vehicles (including golf carts, forklifts etc) at any time during the Event:

I. Must carry current conditional registration.

II. Visibly display Event vehicle passes.

III. Are under the direction of the Organiser and must be strictly adhered to.

IV. Must off-load immediately and exit via the designated gate.

V. Will not be permitted to enter the Event Site during opening hours or while visitors are in attendance.

(l) All assembled products such as ride on lawnmowers, lawnmowers etc. must be secured (locked and chained) so they cannot be ridden in the area.

(m) The management and conduct of the Event shall be under the control of the Organiser and their decision shall be final and binding on an Exhibitor.

(n) Complimentary tickets may not be used as an incentive for commercial gain by any Exhibitor or third party with the express written consent of Event Organisers.

(o) Exhibitors are responsible for the daily cleaning of their site and must adhere to the following:

I. No items can be placed in front of an emergency gate.

II. Exhibitors shall observe and abide by the Rules and Regulations for fire protection as stipulated by DFES and as directed by officers of the WA Fire Service.

III. The opening/exit of marquees or similar temporary structures does not exceed a distance of 20 meters from the furthest public access point of the site or else an additional clear exit will be required at the opposite end or side of such site

IV. All marquees used at the event must be of a high standard and have an

Engineering Certificate if over 3m x 3m. All matters relating to space, layout and all other details in relation to exhibits are the responsibility of the Organiser.

V. No excavation of grounds is permissible. Any damage to foliage, turf, electrical cabling or water supplies must be reported to Event Organisers immediately. Any costs incurred for repatriation and/or repair will be paid for by the Exhibitor.

VI. Required to lay black plastic or weed matting under any loose materials e.g. soil, mulch, wood chip, stone etc.

VII. Exhibitors must ensure no shrub, tree, undergrowth or foliage is damaged during the erection of displays or by vehicle movement. No material may be attached to trees.

VIII. At the conclusion of the event materials used on site such as sand, bark, mulch landscaping, shall be removed from the site or a cleaning fee shall be charged.

IX. No nightly removal and morning return shall be allowed except, where in the opinion of the Organiser; there is a necessity for movement due to afterhours access by cleaners etc.

(p) No person(s) shall be permitted to reside overnight within the precincts of the Event.

(q) No livestock may be brought on to McCallum Park without appropriate certification and the permission of the Organiser.

(r) The Organiser shall cause the Exhibitor's exhibit and site and all goods and chattels the property of the Exhibitor to be removed as soon as reasonably possible from the site allotted and the environs of the premises where the Event is to be conducted at the termination of the same or if required to vacate the site by the Organiser.

(s) Any damage caused by the Exhibitor to the site or elsewhere shall be made good by and at the expense of the Exhibitor.

(t) The appointed caterers have exclusive catering rights. No exhibitor will be permitted to sell, serve or advertise food products or drinks without the express permission of Event Organisers.

(u) Non-commercial/not-for-profit organisations that purchase a site at a reduced rate must show proof of this status. These discounted non-commercial/not-for-profit sites may not be used for retail purposes or for commercial gain and Event Organisers have the ability to shut down a site if retailing takes place.

(v) By signing this booking form The Exhibitor accepts these terms and conditions.