

TRADE SPACE CONTRACT – CONDITIONS AND REGULATIONS

151ST ROYAL BATHURST SHOW 3-5TH MAY 2019

Presented by Bathurst Agricultural Horticultural & Pastoral Association Inc. ABN 85 953 115 197

- 1. PUBLIC LIABILITY INSURANCE** - All exhibitors **MUST** hold their own Public Liability Insurance cover of at least \$10,000,000 and must forward a copy of their Certificate of Currency as evidence of adequate cover with their application. All copies must display: the name of the insurance company; the name of the exhibitor as the insured; the cover amount; and the expiry date (the policy is to be current for the duration of the Show).
- 2. TRADE EXHIBITORS EXHIBIT AT THEIR OWN RISK** - The Exhibitor hereby indemnifies the Association and agrees to hold it indemnified against all actions, suits, costs, claims and demands brought against the Association by any person, firm or corporation, and against all damages done either directly or indirectly to or sustained by any of the Association's property or the property of any person, firm or corporation, or any person then on any part of the said Showground, arising out of any act or default or omission of the Exhibitor, his or her servants, workmen or agents, or by anything owned, operated, worked, displayed, demonstrated by or under the control, direct or indirect, of the Exhibitor.

If the Association should find it necessary or expedient to cancel or postpone the Show this Contract will cease to operate upon notice to that effect, signed by the Secretary, being served on the Exhibitor or the Exhibitor's representative. The Association will not be liable to the Exhibitor for any compensation whether on the ground of loss of profits or otherwise in respect of such cancellation, or at all.

3. COMMERCIAL EXHIBIT SITE FEES

Commercial exhibit site fees are calculated from a base rate of \$137/m frontage inclusive of GST. Outdoor sites fees are calculated by metre frontage with variable depths of particular sites (refer to the Commercial Site Plans) Pavilion site fees are determined per site. Published fees are inclusive of GST.

4. PAYMENT

DEPOSITS - A non refundable minimum payment of 50% of the total site fees OR \$200 (whichever is the greater) must accompany the application form.

FOOD VENDOR INSPECTION FEES - For the 2019 Show, in order to reduce the impact on our stall holders, BAHPA have undertaken at the request of Bathurst Regional Council to collect this fee on their behalf. Food Vendors identified as medium & high risk vendors (Council's identification) are required to pay a fee for the Food Vendor Inspections undertaken by Bathurst Regional Council. This fee must be paid at the time of application.

FINAL PAYMENTS - The balance of fees for the site must be received by the **1st February, 2019**.

- If the required amount is not received by that date, the Association reserves the right to let the area to another party and this Contract will be void and of no effect.
- Exhibitor passes will not be issued nor bookings confirmed until full payment is made (including a completed agreement form being receipted and the Public Liability Insurance is verified).
- After payment and forms have been received, passes and commercial vehicle stickers (one per each commercial exhibitor, colour coded according to the entry gate to be used) will be issued.

- 5. ENTRY PASSES** - Each commercial exhibitor will receive three (3) three day passes (show tickets). **Additional one day passes must be purchased at a cost of \$13.50 each prior to Friday 3rd May, 2019.**

6. GENERAL CONDITIONS

Previous stall holders will be given priority to secure bookings up to and including **Monday 1st October 2018**. The **non refundable** deposit must be paid on application and the balance paid by the **1st February, 2019**. A copy of your current public liability insurance must be forwarded with your application.

- a. Your deposit payment confirms your booking and acceptance of these conditions and regulations.
- b. Any cancellation of a space application prior to **1st February, 2019** will incur a minimum cancellation fee equal to the application deposit. *A refund of any balance paid will only be made if the space is later sold.*
- c. **Cancellations after 1st February, 2019 will not attract any refund whatsoever.**
- d. Commercial Pavilion area stands and outside commercial area stands are to be ready to operate by 9.00am on the first day of the Show and continue to operate and remain intact until the final day of the Show closing time.
- e. The sub-letting or transferring of space to any other persons is **NOT** permitted unless approved in writing by the Show Secretary.
- f. The allocated area must be used solely for the purpose specified in the application and approved by the Association.

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- g. Amusement rides or simulators are allocated, and are only allowed to be situated in the area hired by the amusement provider appointed by the Association.
- g. Only goods specified on the application, and approved by Bathurst AH&P are permitted for sale or display. Stall holders selling goods not identified or approved may be removed from the Showground without refund. No prepared sample bags are to be sold within the Pavilion unless specifically allowed by the Association.
- h. This Association undertakes to rent the space and buildings thereupon in their present condition. **All subsequent plumbing, electrical connections, carpeting or any other site modifications whatsoever are the responsibility of the site holder** and must be approved by the Association. Contractors approved by this Association must be used.
- i. The Association will not be liable to the Exhibitor for loss or profit of merchandise as a result, direct or otherwise, of any cause beyond the reasonable control of the Association including complete or partial failure in, or suspension of: the supply of electricity, gas, water, storm water or sewerage services to the Showground or should the Exhibitor be prevented or impeded in using the allocated space as originally contemplated.
- j. The Association reserves the right to relocate any Exhibitor to an alternative site.
- k. **The application for Show Space is not valid unless signed. The signature appearing on the application form indicates that the conditions as set out have been accepted and that the Exhibitor and his/her representatives agree to abide by them.**

7. STALL OPENING TIMES

All Commercial Trading Area Exhibitors

Bump-in from 9.30am Monday 29th April 2018 (Access 9.30am to 4.30pm each day)

Bump-out from 4.30pm Sunday 5th May 2018 and to be completed by Thursday 9th May 2019 (Access 9.30am and 4.30pm each day).

Stalls must be set up with their displays ready for operation by 9.00am on each day of the Show and will remain open until 9.00pm on the Show Friday and Saturday and to 4.00pm on the Show Sunday.

Pavilion stallholders are to cease trading by 8pm and Pavilions will be locked at 8:15pm on Friday and Saturday.

Pavilions – Pavilion Stallholders will have access to their stalls each day from 6.30am.

Outside Stalls – Stallholders will have access to their sites each day from 6.00am.

General - No stallholder will commence dismantling their site until 4.00pm on the Show Sunday. This Association will not be responsible for any property loss or damage incurred by a site holder during the Show or for any goods of any description left on the Showgrounds. The Show will be closed to the public at 11.00pm on Friday and Saturday evenings.

- 8. **CARE OF SITE** - Please note there will be no driving of nails, staples, screws and the like into the walls of the Pavilions under any circumstances under clause 15 of the By Laws, by order of the Trustees of the Bathurst Showground. The Exhibitor will be liable for the repair or restoration of any damage occasioned to any building or grounds by Exhibitors or their employees, to the satisfaction of the Committee and the Bathurst Showground Trust. Height restrictions apply to displays within the Pavilion areas. Specialised partitioning for Pavilion stallholders is available for hire from our Event Hire Supporter, contact the Show Office or visit the website www.bathurstshow.com.au for more information.
- 9. **OPERATING OUTSIDE ALLOCATED SPACE AREAS** - All space holders must operate and display their goods within the confines of the area for which they pay and have been allocated space. This also includes the handing out of pamphlets, the selling of tickets and the like which is restricted to the allocated space. Any contravention of this condition will result in the automatic cancellation of that space holder's right to occupy space and for the immediate cessation of his trading operations at that Show without recompense for space charges already paid. In commercial sites awnings must be within the site boundary. All advertising signage, etc, is restricted to the area occupied by the site holder. No dogs permitted.
- 10. **COMMUNITY DISPLAYS** – On application selected space will be available at a reduced fee to registered charities (who supply their registration number) and to schools and P & C Associations. Other than the normal scale of entry passes, workers on stalls will not be given free passes. Any community display space not reserved prior to 1st February 2019 may be sold at the commercial rate.
- 11. **NO PERMANENT DISPLAY STANDS** - All display stands and advertising signs must be removed from the Bathurst Showground and the site left clean and tidy within three (3) days of the last

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day of the Annual Show.

12. **ADVERTISING SIGNS** - No advertising sign, or structure associated with such advertising sign may be erected closer than 1.5 metres from the boundary fence unless prior approval has been obtained.
13. **HEIGHT AND VISION RESTRICTIONS** - The height of any commercial display must enable significant clear vision to other commercial sites in the surrounding areas. Inside area height restrictions limited to 2.7m.
14. **WH&S REQUIREMENTS – OUTSIDE SPACEHOLDERS** – All hazards (including trailer draw bars, etc) must be clearly identified, marked and barricades installed. If star posts are to be used, **Safety Caps** must be in place on all posts used. **Power leads and poles to hold leads off ground (no leads to run along ground) must be supplied by exhibitor.** All food vendors must have access to clean water for washing and food preparation, and must have appropriate flooring as per health regulations. Bathurst Regional Council may send their Health Officers to inspect sites.
15. **DAMAGE AND NUISANCE** - All occupiers of space on the Bathurst Showground are expressly prohibited from operating any device or equipment which may cause damage to any buildings, roadway, grassed area and the like and to refrain from causing undue noise to emanate from their area. Any contravention of this condition will result in the automatic cancellation of that space holder's right to occupy space and for the immediate cessation of his trading operations at the Show without recompense for space charges already paid.
16. **OFFENSIVE MATERIALS AND LANGUAGE** - Any space holder who is seen to be displaying or selling any offensive articles or any articles with offensive language written on them e.g. T-Shirts, Caps etc. will be automatically liable to have their tenancy cancelled immediately with no refund of any fees paid.
17. **SERVICES – SECURITY** – The Bathurst A H & P provides a limited number of Security personnel who are in attendance from Thursday night until Sunday morning. Specific security for individual space holders should be arranged privately, at the space holder's expense, through the security firms used by the Bathurst AH&P Association for the Show. Please contact the Show Office and website www.bathurstshow.com.au for information regarding this matter.
18. **SERVICES – CLEANING** – Included in rental. Cleaning by contractors is conducted in the Pavilions on Friday and Saturday evenings after the Pavilions have closed. Contract cleaning of public areas and toilets is maintained for the duration of the Show. Exhibitors are to ensure that their site is clean and tidy at all times.
19. **SERVICES – WATER** – Included in rental. Water taps are placed at various locations. Site holders should ensure that they have adequate hose lengths – minimum 25 m.
20. **SERVICES – ELECTRICITY** – Included in rental - The Bathurst A H & P Association will have qualified technicians available to connect site holders to outlets. Stall holders are to contact the electrician through the Show Office to arrange for connection. Please note that there is a high demand for the electrician's services and at peak times there may be delays in the electrician's ability to visit stall holders promptly.
21. **ELECTRICAL LEADS**
 - Site holders are required to provide approved RCDs on all electrical leads to be connected to electrical outlets on the Showground.
 - **Elevated cables must be a minimum of 3 metres above the ground.**
 - **Cables are not permitted to be laid on top of the ground causing a safety hazard.**
 - The Bathurst A H & P Association or its representatives will have the right to disconnect any electrical apparatus that may be deemed unsafe or may be overloading service lines feeding said apparatus.
 - The Bathurst A H & P Association may dismantle any part of a display which may be interfering with electrical systems.
 - **Any exhibitors intending to bring electrical equipment to the Showground will be required to ensure that such equipment is fitted with earth leakage circuit breakers and that all electrical leads, tools and appliances have been inspected and tagged by a licensed electrical contractor prior to arrival on the ground. This is essential for safety to yourself, your fellow exhibitors and the general public and it is a legislative requirement.**

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- Stallholders are to ensure they have sufficient electrical leads to connect to electrical outlets – **minimum 25 m.**
- Any exhibitors who do not comply will not be permitted to exhibit at the Bathurst Showground.

22. FIRE EXTINGUISHERS – No obstruction is to be placed in the way of Fire Extinguishers, Hydrants, Hoses or Exits and all exhibitors must carry at least one approved fire extinguisher per stand.

COMMERCIAL VEHICLES AND PARKING

- The colour coded COMMERCIAL vehicle sticker, which MUST BE AFFIXED TO THE WINDSCREEN AT ALL TIMES, allows the vehicle access to the grounds only to service the display stand and does not authorise parking of that vehicle within the Showground.
- Large space holders may park their vehicle within the confines of their space area and may also be issued with additional commercial vehicle stickers if these can also be parked satisfactorily within their paid areas.
- No commercial sites will be sold for the sole use of parking a vehicle unless with the approval of the Executive Secretary.
- Free parking is available in the Sportsground, on the other side of the highway, opposite Morse Park.
- **Movement of any vehicle within the Commercial Trading Areas is strictly forbidden during public hours without the written approval of the Show Secretary.**
- **The public hours are:**
 - a. **FRIDAY & SATURDAY** **8.30 am to 11.30 pm**
 - b. **SUNDAY** **8.30 am to 5.00 pm**
- Vehicles parked incorrectly on the Showgrounds and/or creating a long term difficulty for Show staff or patrons, where the owner is unable to be located or is unwilling to comply with directions of Show staff, will at the discretion of the Association Executive Secretary, incur a fine of \$200 per day and the vehicle may be impounded and removed from the Showground at the owners expense.
- Servicing of sites is to be completed by 8.30am each morning and the movement of vehicles bearing a commercial sticker will be prohibited after this time.

23. OCCUPANTS OF VEHICLES - Vehicle stickers admit the vehicle only. The driver and all passengers must have the appropriate pass/tickets or they must pay the public entrance fee to gain admission to the Showground. This also applies to movement of exhibition vehicles to and from sites.

24. VEHICLES CARRYING TRADE PLATES will be permitted free access to the Showground provided all conditions of Clause 23 above are satisfied.

25. SERVICING OF STANDS AND MOVEMENT OF VEHICLES - Where the servicing and replenishing of commercial stands is necessary, it must be completed by 8.30am on each day. Vehicles include cars, trucks, motorcycles and tractors. Access will be allowed via the Cottage Gate only; however, the driver and other occupants of the vehicle must have a pass or pay the public admission fee. Vehicles must be in place by 8.30am.

26. DEMONSTRATION VEHICLES (registered) for use on displays. If exhibitors supply details at least seven (7) days before the first day of the Show of the number of vehicles in this category, stickers will be issued to allow access to the Showground for each vehicle through the gate nominated. Note vehicle restrictions times apply.

27. DELIVERY VEHICLES - Exhibitors who require stock replenishment from suppliers (for example milkmen, bakers, butchers) during the Show must advise these companies to make application prior to the Show. These tradesmen/suppliers will NOT be allowed free access to the Showground during the Show and must be in possession of appropriate admission documents or pay the normal public admission fee. (See also Commercial Vehicles and Parking). No deliveries will be permitted during public hours.

28. RAFFLES - Raffle selling will be restricted to non-profit making organisations and the sale of such raffle tickets must only take place from the location that has been allocated to that Charity. All raffles must gain prior approval by the Show's Executive Secretary.

29. ALCOHOL - Sale of alcohol is prohibited unless prior written approval is gained from Bathurst Agricultural, Horticultural and Pastoral Association.

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- 30. RESTRICTIONS ON STILL, SPARKLING WATER, CARBONATED DRINKS, SPORTS DRINKS, FRUIT JUICES AND MILK PRODUCTS**
If permission to sell drinks is given, the Association reserves the right to restrict products to **Brands approved by the Association and contained in stipulated bottle types and sizes.**
- 31. SPECIAL ZONING OF FOOD, MACHINERY, SAMPLE BAGS, CHILDRENS' ENTERTAINMENT**
The 2019 Show will have a number of zoned areas in the Pavilion and outside. These will include specified areas for food vendors, show bags and the fairground. Please refer to the site map for more details.
- 32. SITE SAFETY INDUCTIONS** - Site holders are to provide documentary evidence that all their staff or volunteers have received a site specific safety induction prior to working on their site.
- 33. CAMPING**
- Camping on the Showground's or in Public Reserves under the control of the Association is permissible only with the consent of the Association. Permission to camp during the Show period (including setup and pack up) may be withdrawn without notice at the discretion of the Association. Camping will attract a charge at the current daily rate approved by the Bathurst A H & P Association.
 - There is very limited space available for Commercial Exhibitors in which to camp at the Showground and approved exhibitors will be restricted to these areas only.
 - Additional limited camping is available at the Sportsground within walking distance of the Showground to approved exhibitors.
 - Commercial Exhibitor Daily Camping Rate - A fee of \$ 25 per day is payable per vehicle/site.
 - There are no reserved camping sites.
 - All grey water must be collected and disposed of at the Dump Point or directly into sewer main if access is available. It must not be released freely or directly onto the ground.
- 35. COMPLAINTS** – Any complaints or concerns by exhibitors must be lodged in writing to The Secretary, Bathurst A H & P Assn Inc. at the Show Office during the Show. Our local Police are located next to the Show Office for any relevant concerns of a more serious nature.
- 36. LIST OF BANNED ITEMS** - The Federal Council of Agricultural Societies has published a list of items banned for sale or display at Shows. This list varies from time to time and is available upon request or via www.bahpa.org.au or www.agshowsnsw.org.au. Items appearing on the said list must not be available for sale, exchange, free distribution or be included in sample bags at the Royal Bathurst Show.

NOTE:

ANY CONTRAVENTION OF THESE CONDITIONS COULD RESULT IN THE AUTOMATIC CANCELLATION OF THE SPACE HOLDERS RIGHT TO OCCUPY SPACE AND FOR THE IMMEDIATE CESSATION OF THEIR TRADING OPERATIONS AT THE SHOW WITHOUT RECOMPENSE FOR SPACE CHARGES ALREADY PAID

FAILURE TO COMPLY WITH THESE CONDITIONS COULD ALSO RESULT IN SPACE HOLDER NOT BEING PERMITTED TO ATTEND FUTURE SHOWS

PLEASE READ AND BE AWARE OF ALL THESE CONDITIONS BEFORE SUBMITTING YOUR SITE APPLICATION.