

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

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

1) GENERAL CONDITIONS

- a) An application for Trade Exhibit Space is not valid unless signed and the deposit paid. The signature appearing on the application form indicates that the conditions as set out in this Trade Exhibit Space Contract have been accepted and that the exhibitor and their representatives agree to abide by them.
- b) The exhibitor agrees that any contravention of these conditions may result in the automatic cancellation of the exhibitor's rights to occupy space, and for the immediate cessation of their trading operations at the Show without recompense for any space charges or fees already paid. The exhibitor also agrees that failure to comply with these conditions may result in the exhibitor not being permitted to attend future events run by the Bathurst AH& P Association.
- c) Previous stall holders will be given priority to re-secure existing site bookings up to and including **FRIDAY 27th SEPTEMBER 2019**.
- d) Deposits must be paid on application and are non-refundable except where an application is rejected.
- e) All Trade Exhibit Space and associated fees must be paid by **FRIDAY 27th JANUARY 2020**.
- f) Any cancellation of a space application prior to **FRIDAY 27th JANUARY 2020** will incur a minimum cancellation fee equal to the full deposit.
- g) A refund of any balance paid will only be made if the space is on sold.
- h) Cancellations after **FRIDAY 27th JANUARY 2020** will not attract any refund whatsoever.
- i) A copy of your current public liability insurance must be forwarded with your application.
- j) All Trade/Commercial Space Exhibits are to be ready to operate by 9.00 am on the first day of the Show and continue to operate and remain intact until the final day of the Show closing time.
- k) The sub-letting or transferring of space to any other persons is **NOT** permitted unless approved in writing by the Association.
- l) The allocated area must be used solely for the purpose specified in the application and approved by the Association.
- m) Amusement rides or simulators are only allowed to be situated in the area hired by the amusement provider appointed by the Association.
- n) Only goods specified on the application and approved by the Association are permitted for sale or display.
 - i) Stall holders selling goods not identified or approved may be removed from the Showground without refund.
 - ii) No prepared sample bags are to be sold within the Pavilion unless specifically allowed by the Association.
- o) The Association undertakes to rent the space and buildings thereupon in their present condition.
 - i) 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.
 - ii) Contractors approved by this Association must be used.
- p) 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:
 - i) the supply of electricity, gas, water, storm water or sewerage services to the Showground; or
 - ii) should the Exhibitor be prevented or impeded in using the allocated space as originally contemplated.
- q) The Association reserves the right to relocate any Exhibitor to an alternative site.

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

- r) Dogs are not permitted on the Showground unless,
 - i) they are restrained by use of a leash, and
 - ii) they are an assistance animal being genuinely used by a person with a disability for assistance, or
 - iii) they are an exhibit at the show.

s) INSURANCE

- t) All exhibitors **MUST**:
 - i) hold their own Public Liability Insurance cover of at least \$10,000,000.00; and
 - ii) hold any other cover (ie. Product Liability) that they are required by law to hold.
 - iii) supply a copy of their Certificate/s of Currency that cover the event dates and the activity specified in the application as evidence of adequate cover with their application or as soon as possible prior to the event dates.
 - (1) Ensure all copies display:
 - (a) the name of the insurance company;
 - (b) the name of the exhibitor as the insured;
 - (c) the type or extent of cover;
 - (d) the cover amount; and
 - (e) the expiry date (the policy is to be current for the duration of the Show).

2) TRADE EXHIBITORS EXHIBIT AT THEIR OWN RISK

- a) 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.
- b) 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 from the Association to the Exhibitor or the Exhibitor's representative.
- c) 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

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

4) PAYMENT OF FEES

- a) DEPOSITS
 - i) A non refundable minimum payment of 50% of the total site fees OR \$250 (whichever is the greater) must accompany the application form as a deposit.
- b) FINAL PAYMENTS
 - i) The balance of fees for the site must be received by the **27th JANUARY 2020**.
 - ii) 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.
 - iii) A booking will not be confirmed until full payment is received and a completed agreement form is received and insurance cover verified

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

- iv) Upon confirmation of booking, Exhibitor passes and commercial vehicle stickers (one per each commercial exhibitor, colour coded according to the entry gate to be used) will be issued.

5) FOOD VENDOR COMPLIANCE & INSPECTION FEE

- a) The Food Vendor compliance conditions and any fees are set by Bathurst Regional Council and must be paid at the time of application.
- b) 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.
- c) BAHPA collects this fee at the request of Bathurst Regional Council.
- d) If food is prepared, stored or produced at a home based business you will be required to produce written evidence from your Local Council (where the premises is located) confirming your premises are suitable for the storage, preparation or production of food for sale.

6) ENTRY PASSES

- a) Commercial exhibitors and staff are required to have valid entry passes to gain entry to the Showground during the public period.
- b) Each commercial exhibitor will receive three (3) all show passes (show tickets) with their site booking.
- c) Additional one day passes must be purchased at a cost of \$13.50 each prior to **Friday 24th APRIL 2020**.

7) BUMP IN, BUMP OUT, OPERATING, ACCESS AND CLOSING HOURS

- a) **Bump-in from 9.30am Monday 20th April 2020** (Access 9.30am to 4.30pm each day)
- b) **Bump-out from 5.00pm Sunday 26th April 2020 and to be completed by Thursday 30th April 2020** (Access 9.30am and 4.30pm each day).
- c) 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.
- d) Pavilion stallholders are to cease trading by 8pm and Pavilions will be locked at 8:15pm on Friday and Saturday.
- e) Pavilion stallholders will have access to their stalls each day from 6.30am.
- f) Outside stallholders will have access to their sites each day from 6.00am.
- g) No stallholder will commence dismantling their site until 4.00pm on the Show Sunday.
- h) The 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 Showground.
- i) The Show will be closed to the public at 11.00 pm on Friday and Saturday evenings.

8) CARE OF SITE

- a) Please note there will be no driving of nails, staples, screws and the like into the walls of the Pavilions under any circumstances by order of the Bathurst Showground Land Manager.
- b) 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 Land Manager.
- c) Height restrictions apply to displays within the Pavilions.
- d) The use of partitioning and structures anywhere on the Showground must be safe, comply with relevant legislation and accepted standards and not damage or harm the site.

9) OPERATING OUTSIDE ALLOCATED SPACE AREAS

- a) All space holders must operate and display their goods within the confines of the area for which they pay and have been allocated space.
 - i) This also includes the handing out of pamphlets, the selling of tickets and the like which is restricted to the allocated space.

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

- b) 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 their trading operations at that Show without recompense for space charges already paid.
- c) Awnings, annexes, towbars etc must be within the site boundary.
- d) All advertising signage, etc, is restricted to the area occupied by the site holder.

10) COMMUNITY DISPLAYS

- a) 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.
- b) Other than the normal scale of entry passes, workers on stalls will not be given free passes.
- c) Any community display space not reserved prior to 27th January 2020 may be sold at the commercial rate.

11) NO PERMANENT DISPLAY STANDS

- a) 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 day of the Annual Show.

12) ADVERTISING SIGNS

- a) 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

- a) The height of any commercial display must enable significant clear vision to other commercial sites in the surrounding areas.
- b) Inside area height restrictions limited to 2.7m.

14) WH&S REQUIREMENTS – OUTSIDE SPACEHOLDERS

- a) All hazards (including trailer draw bars, etc) must be clearly identified, marked and barricades installed.
- b) If star posts are to be used, Safety Caps must be in place on all posts used.
- c) Power leads and poles to hold leads off ground (no leads to run along ground) must be supplied by exhibitor.
- d) 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 will conduct site inspections.

15) DAMAGE AND NUISANCE

- a) 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 space.
- b) 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

- a) 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) LIST OF BANNED ITEMS

- a) Items appearing on the Federal Council of Agricultural Societies (FCAS) published list of items banned for sale or display at Shows must not be available for sale, exchange, free distribution or be included in sample bags at the Royal Bathurst Show.
- b) This list varies from time to time and is available upon request or via www.bahpa.org.au or www.agshowsnsw.org.au.

18) SERVICES – SECURITY

- a) The Association 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

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS

152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

Bathurst AH&P Association for the Show. Please contact the Show Office and website www.bathurstshow.com.au for information regarding this matter.

19) SERVICES – CLEANING

- a) Cleaning services are included in rental.
- b) Cleaning by contractors is conducted in the public areas of Pavilions on Friday and Saturday evenings after the Pavilions have closed.
- c) Contract cleaning of public areas and toilets is maintained for the duration of the Show.
- d) Exhibitors are to ensure that their site is always clean and tidy.

20) SERVICES – WATER

- a) Water services are included in rental.
 - i) The Association does not provide handwashing basins or supplies.
- b) Water taps are placed at various locations.
- c) Site holders should ensure that they have adequate hose lengths – minimum 25 m.

21) SERVICES – ELECTRICITY

- a) Electricity services are included in rental.
- b) The Association will have qualified technicians available to connect site holders to outlets if required.
- c) Stall holders are to contact the electrician through the Show Office to arrange for connection.
 - i) 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.

22) ELECTRICAL LEADS

- a) Site holders are required to provide approved RCDs on all electrical leads to be connected to electrical outlets on the Showground.
- b) Elevated cables must be a minimum of 3 metres above the ground.
- c) Cables are not permitted to be laid on top of the ground causing a safety hazard.
- d) The 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.
- e) The Association may dismantle any part of a display which may be interfering with electrical systems.
- f) 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.
- g) Stallholders are to ensure they have sufficient electrical leads to connect to electrical outlets – minimum 25 m.
- h) Any exhibitors who do not comply will not be permitted to exhibit at the Bathurst Showground.

23) FIRE EXTINGUISHERS

- a) No obstruction is to be placed in the way of Fire Extinguishers, Hydrants, Hoses or Exits; and
- b) all exhibitors must carry at least one approved fire extinguisher per stand.

24) COMMERCIAL VEHICLES AND PARKING

- a) 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.

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

- b) Large exhibitors 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.
- c) No commercial sites will be sold for the sole use of parking a vehicle unless with the approval of the Association.
- d) Offsite free parking is available (weather permitting) in the Sportsground, on the other side of the highway, opposite Morse Park.
- e) Movement of any vehicle within the Commercial Trading Areas is strictly forbidden during public hours without the written approval of the Association.
- f) The public hours are:
 - (a) FRIDAY & SATURDAY 8.30 am to 11.30 pm
 - (b) SUNDAY 8.30 am to 5.00 pm
- g) 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, incur a fine of \$200 per day and the vehicle may be impounded and removed from the Showground at the owners expense.
- h) 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.

25) OCCUPANTS OF VEHICLES

- a) 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.

26) SERVICING OF STANDS AND MOVEMENT OF VEHICLES

- a) Where the servicing and replenishing of commercial stands is necessary, it must be completed by 8.30am on each day.
- b) Vehicles include cars, trucks, motorcycles and tractors.
- c) 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.
- d) Vehicles must cease movement by 8.30am.

27) DELIVERY VEHICLES

- a) 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.
- b) 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).
- c) No deliveries will be permitted during public hours.

28) VEHICLES CARRYING TRADE PLATES will be permitted free access to the Showground provided all conditions of Clause 26 above are satisfied.

29) DEMONSTRATION VEHICLES (registered) for use on displays.

- a) 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.

30) FUNDRAISING, RAFFLES, LOTTERIES, ETC.

- a) Fundraising is only permitted with the explicit written consent of the Association.
- b) Fundraising and the sale of raffles & lotteries etc. are restricted to not-for-profit charitable organisations and must only take place from the location/s allocated to the organisation.

31) ALCOHOL

- a) Sale of alcohol is prohibited unless prior written approval is gained from the Association.

TRADE EXHIBIT SPACE CONTRACT – CONDITIONS AND REGULATIONS
152nd ROYAL BATHURST SHOW 24th-26th APRIL 2020

32) RESTRICTIONS ON SELLING OF DRINKS

- a) The sale of the following drinks are prohibited without prior written approval from the Association:
 - i) Still, sparkling water, carbonated drinks, sports drinks, fruit juices and milk products.
- b) 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.

33) SPECIAL ZONING OF FOOD, MACHINERY, SAMPLE BAGS, CHILDRENS' ENTERTAINMENT

- a) The Show will have several zoned areas across the showground. These will include specified areas for food vendors, show bags and amusements. Please refer to the site map for more details.

34) SITE SAFETY INDUCTIONS

- a) 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.

35) CAMPING

- a) Camping on the Showground or in Public Reserves under the control of the Association is permissible only with the consent of the Association.
 - i) Permission to camp during the Show period (including setup and pack up) may be withdrawn without notice at the discretion of the Association.
 - ii) Camping will attract a charge at the current daily rate approved by the Association.
- b) 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.
- c) Additional limited camping is available at the Sportsground within walking distance of the Showground to approved exhibitors.
- d) Commercial Exhibitor Daily Camping Rate - A fee of \$ 25 per day is payable per vehicle/site.
- e) There are no reserved camping sites.
- f) All grey water must be collected and disposed of at the Showground Dump Point. Grey water must not be released freely or directly onto the ground or into stormwater conduits.

36) COMPLAINTS

- a) 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.

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