

Rules and Regulations

The following Rules and Regulations to exhibiting at the Yass Show shall be deemed to be part of the Agreement between the Yass Show Society Inc. and the Exhibitor/Licensee.

In this Agreement the Yass Show Society Inc is referred to as the "Show Society"
Yass Show is referred to as the "Show"
Exhibitor/Licensee is referred to as the "Exhibitor"

1. Trade Exhibitor's Agreement

1.1. All Exhibitors who take up space during the Show are deemed to have accepted these Rules and Regulations with or without prior notice thereof.

1.2. The Show Society reserves the right to immediately revoke an Exhibitor's Licence for Commercial Trade Space and to grant a Licence for the aforesaid exhibit site(s) to another applicant(s) in the event of the Exhibitor not complying with any of these terms and conditions contained in the Licence, Rules and Regulations or failing to pay in full all fees by the due date, in which event any moneys paid in respect of the aforesaid exhibit site(s) by the Exhibitor shall be forfeited to the Show Society.

2. Amendments to Rules & Regulations

2.1. The Show Society may at any time amend, cancel, add to or suspend any of these Rules and Regulations; and make further Rules & Regulations in substitution for or in addition to the then current Rules & Regulations which shall bind an Exhibitor when notice is given to that Exhibitor by the Show Society.

3. Gender, Singular, Plural

3.1. In this Licence:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body (whether incorporated or not);
- (d) headings are for convenience only and have no effect in limiting or extending the meaning of the provisions to which they refer;

(e) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;

(f) a reference to an Exhibitor (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the Exhibitor

4. Applying for Space

4.1. **A deposit of \$30.00 shall be paid to the Show Society immediately upon lodgement of the Licence Application for Commercial Trade Space.** The final balance shall be paid in full to the Show Society no later than eight days prior to the event. Late applications after this date will be accepted in order of receipt for allocation of sites (if available) on the afternoon of the day before the event commences. Exhibitors who fail to comply with this condition are liable to forfeit all money paid.

5. Settlement of Account

5.1. ***Any Exhibitor, who has not settled his account with the Show Society in full by the 7th FEBRUARY 2008 closing date will be liable for a LATE PAYMENT FEE of \$20.*** If the account is not settled in full prior to the Show, the Exhibitor shall not be permitted to erect a stand or exhibit and collect their tickets. The Show Society reserves the right to *reallocate the site without further notice and all moneys paid by the Exhibitor shall be forfeited to the Show Society.*

Arrangement of Stands

6. Setting Up

6.1. Set up may commence no earlier than three days prior to the event and must be completed before gates open on the first day of the Show.

7. Treatment of Buildings and Grounds

- 7.1. It is the responsibility of all Exhibitors to check with the Show Society regarding the location of underground services, before any excavation, or driving in of spikes for tents etc takes place.
- 7.2. No oil, grease, paints or petrol shall be spilled on floor/ground surfaces.
- 7.3. The Exhibitor shall not affix, draw or paint any display item, sign or advertisement on any part of the Show Society's facilities without the written consent of the Show Society.
- 7.4. Any damage to property on the Showgrounds by an Exhibitor, or his employees, approved or otherwise, shall be repaired by the Exhibitor to the satisfaction of the Show Society or its representative by no later than five days after conclusion of the event.

8. Show Society Rights to Close a Stand/Exhibition

- 8.1. The Show Society reserves the right to close any stand, which displays or sells merchandise for which no details have been submitted, or which a Show Society representative deems to be in any way unsuitable, or inappropriate to the standing of the Show.

9. Subletting

- 9.1. An Exhibitor shall not assign or sublet any part of his stand or space without first obtaining the written consent of the Show Society. Failure to obtain such permission may result in the closure of the stand.

10. Allocation of Space

- 10.1. The Show Society shall not be responsible for any loss or damage arising from error in the apportionment of space at the event, or from any encroachment by one exhibitor on the space apportioned to another, or for any amount greater than the sum paid for the space in question.

11. Release of Liability

- 11.1. The Show Society shall not be liable for any loss of profit or custom incurred by an Exhibitor (due to any event beyond the reasonable control of the Show Society), including partial or complete failure of the electricity or water supply, sewerage or storm water services to the Showground or

part thereof, or as a result of which the Exhibitor is prevented or impeded from using the space originally allocated.

12. Excess Space

- 12.1. It is the responsibility of the Exhibitor/Licensee, to ensure that they comply with the measurements and positions of their site, before commencing stand erection. The Exhibitor shall be responsible for ensuring that they do not occupy any space, other than that which is allocated to them.
- 12.2. The Exhibitor's stand or goods or chattels or portion thereof shall not overhang or protrude beyond the boundaries of the exhibit site/s assigned. No Exhibitor is allowed to canvas Show visitors or to distribute advertisements except from within their own site. Roving Exhibitors are not permitted without written consent from the Show Society.
- 12.3. Any Exhibitor who, without the Show Society's authority, occupies any area at the Show, other than that allocated to him, shall withdraw to his allocated space and also be liable for expenses or loss, incurred by any Exhibitors deprived of any part of their allocated space.

13. Site Obligations

- 13.1. Exhibitors shall not, under any circumstances, drive over another Exhibitor's allocated space. This is particularly important under wet conditions and the Show Society reserves the right to restrict vehicular access if necessary. Should encroachment on neighbouring sites become necessary, in order to manoeuvre the unit into position, any damage caused must be made good.
- 13.2. Exhibitors are to set tall, large structures to the back of sites to prevent blocking neighbouring frontage.
- 13.3. Please note vehicles are not permitted in the Pavilions at any time during set-up or dismantling.

14. Stand Construction

- 14.1. All structures must conform to the NSW Scaffolding and Lift Act, which is regulated by NSW Work Cover.

15. Appearance of Stands

15.1. Exhibitors must maintain their stands and an area of 3 metres surrounding it (not being occupied by a neighbouring stand) in a clean and tidy condition at all times.

15.2. Any Exhibitor distributing samples or selling merchandise which produces waste (wrappings, cans, paper, plastic bags etc) must provide sufficiently large bin/bins in which to collect the refuse.

16. Latest Date for Arrival

16.1. All indoor and outdoor trade stands shall be erected and set up, by 8.30am on the first day of the Show. *If space has not been filled or the stand not completed by this time, the Show Society has the right to re-let the space, and any rental paid shall be forfeited.*

16.2. Please ensure the correct area and site number is given to couriers or contractors delivering goods to the Showground to avoid confusion and delays.

Exhibitor Responsibilities

17. Selling Rights

17.1. Registration fees or charges for selling rights are included in quoted site fees. The prices charged for goods sold shall be reasonable and not more than the normal sale price and shall be subject to the Show Society's approval and inspection.

18. Banned Items

18.1. See Appendix for a list of items that are banned by the Agricultural Society of NSW.

19. Exclusive Rights

19.1. Some manufacturers or distributors may have exclusive product rights at the Show. Exhibitors shall be notified about these products/ services and are required to comply with any such restrictions.

20. Alcohol

20.1. Sale of alcohol is prohibited unless prior written approval is granted by the Show Society. All Exhibitors involved in the sale and sampling of alcoholic beverages at the Show must comply with current NSW Liquor licence regulations.

21. Packaging

21.1. Wherever possible all Exhibitors are urged to use environmentally sound packaging and local suppliers.

22. Exhibition Hours

22.1. All exhibition sites must be operational during the following hours of the Show:

Saturday: 8.30am – 5-30pm

Sunday: 9.00am – 5.00pm

22.2. Exhibitors must place their Vehicles in a Exhibitors Parking Area during the hours listed at 22.1

23. Cancellations

23.1. In the event of cancellation or withdrawal from the Show by an Exhibitor, for whatever reason, all moneys paid to the Show Society shall be forfeited. In the event that an Exhibitor withdraws from the Show after making the final balance payment, the Show Society may grant a part refund at its discretion.

23.2. It is agreed between the parties that, if in the sole discretion of the Show Society Executive or some other authorised officer that the Show is to be partially or fully cancelled for any reason whatsoever, the Exhibitor shall not pursue the Show Society for the recovery of lost income or damages. This complete bar to an action applies to all headings of Law, whether it be Common Law in Contract or Tort or pursuant to any State, Territorial, or Commonwealth Statute Law. It is acknowledged by the Exhibitor that the Show Society has no duty to have a Show in any particular year and that this Clause operates as a complete defence for the Show Society to any such action.

24. Insurance

24.1. Employers are required to hold appropriate Workers Compensation Insurance to cover their liability to workers employed by them. Interstate employers may be required to obtain a policy of Insurance or Indemnity from an approved NSW Insurer. Exhibitors should consult their broker or insurers to ensure compliance with the NSW Workers Compensation Act. The Act also prescribes that certain contractors who are deemed workers must also be covered by a policy.

For further details contact NSW Work Cover on (02) 4822 1243.

- 24.2. Exhibitors are advised to insure against fire and other appropriate risk, not only as regards their property, but also against third party claims. The Exhibitor shall effect \$10 million public risk liability cover (on respect of the Exhibitor's own participation in the Show), and adequate insurance against loss or damage to any building, structure or equipment by reason of the negligence or wilful damage by the Exhibitor, its agents, employees or invitees which may nullify any liability insurance held by the Show Society.
- 24.3. Exhibitors who do not have \$10 million public liability insurance are required to purchase cover for the duration of the Show from the Show Society for \$30 (*price may be subject to change prior to 2005 Show*). If an Exhibitor purchases cover from the Show Society and subsequently provides sufficient evidence they have a \$10 million insurance cover, a credit or refund will be arranged.
- 24.4. The Exhibitor, upon request by an authorised officer of the Show Society, shall produce a copy of a current NSW Workers Compensation Policy and Public Liability Policy.

Security and Safety Precautions

25. Report Problems Promptly

- 25.1. Exhibitors must report promptly to the Show Society any circumstance likely to cause any damage or danger to any property or person, their sites or in the Showground.

26. First Aid

- 26.1. The Show Society, through the State Emergency Service, provides manned First Aid facilities at the entrance to the Showground.

27. Fire Precautions

- 27.1. Exhibitors shall ensure that their stands do not obstruct access to any fire hose, fire hydrant, fixed fire extinguishers or marked exits on or near their sites.
- 27.2. All Exhibitors must carry at least one approved fire extinguisher or fire blanket per site.
- 27.3. Under no circumstances is straw to be used as part of an indoor display without prior written approval from the Show Society.

28. Security

- 28.1. All buildings are secured at night and are patrolled by SES personnel during the Show period from Friday morning until Sunday night. The Show Society shall not be held liable for loss of, or damage to, the Exhibitor's property whilst occupying an area of the Showground, from time of placement to time of removal after the conclusion of the Show.
- 28.2. All Exhibitors, especially those in marquees or tents, are advised to secure valuable exhibits each night and to not leave anything lying around. The Show Society cannot safeguard the possibility of pilferage or loss of goods during stocking, exhibition and departure periods. Exhibitors are strongly recommended to effect insurance to cover such risks and to ensure that all valuable items on their sites are adequately protected at all times.

29. Government Inspections

- 29.1. Exhibitors shall comply with all statutes, including regulations, by-laws, requisitions or orders made under any statute, from time to time in force relating to their sites or the use of their sites. Exhibitors shall allow any inspectors from a government department, local authority or other competent authority to inspect their site and shall comply with any directive issued by any inspector. All such inspectors carry identification.

30. Road Safety

- 30.1. **Vehicles permitted onto the Showground shall observe the maximum speed limit of 20 kph.** Failure to observe this may result in the vehicle being banned from the grounds or the vehicle permit being confiscated for the duration of the Show. The use of mini-bikes or bicycles to travel around the Showground is prohibited during the hours the Show is open to the public.

31. Tent Pegs, Pipes & Star Pickets

- 31.1. Tent pegs, pipes and star pickets that are below one metre in height, protruding from the ground, shall be capped with rubber protectors.

32. Chemicals & Inflammables

- 32.1. Exhibitors shall not, except for reasonable quantities required for normal applications in connection with the use of their sites, use or store any chemical or inflammable substance within their sites or on the Showground.

33. Animal Exhibits

- 33.1. Exhibitors are reminded that members of the public expect a very high standard of animal welfare for animals being demonstrated on stands or used for rides.
- 33.2. Exhibitors shall comply with any arrangements made by the Show Society to meet Health and Safety Regulations regarding the handling of livestock in public areas and the prevention of infectious disease. For further details please contact the Show Society Office on (02) 6226 1615.

34. Smoking

- 34.1. All enclosed buildings are non-smoking areas. Please observe all areas displaying "No Smoking" signs

Show Services

35. Cleaning

- 35.1. The Show Society has limited access to cleaning services during the period of the Show but this service does not extend to Exhibitor's stands. Exhibitors must maintain their stand in a clean and orderly manner throughout the Show. Collapse all cartons and boxes before disposing of them and all rubbish, signage and display materials must be removed from the site at the conclusion of the Show.

36. Electrical Installations

- 36.1. Exhibitors must apply for power and pay the necessary fees. Power availability is limited.

37. Electricity Safety Requirements

- 37.1. All electrical cords must be elevated at least 3 metres above the ground. The Show Society or its representative shall have the right to disconnect any electrical apparatus that may be deemed unsafe or may be overloading service lines feeding said apparatus. The Show Society may also dismantle any part of a display that may be interfering with electrical systems.
- 37.2. Any Exhibitors intending to bring electrical equipment to the Showground

shall 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.

- 37.3. This is a requirement of the Occupational Health and Safety Act of 1989. The Act imposes very severe penalties in the event of non-compliance with its provisions.

38. Access to Electricity Source

- 38.1. Exhibitors shall ensure that their stands are constructed in such a manner to ensure that the Show Society's electricians have, at all times before, during and after the Show, adequate access to any power and switchboards located inside or near their stands.

39. Deep Fat & Oil Frying Appliances

- 39.1. Food/Drink vendors using deep-fat frying appliances, including doughnut machines, shall not connect them to the Show Society's electrical system but shall either use gas as a power source for these appliances or obtain a silent generator.

40. Water Supply & Sullage

- 40.1. All waste water (sullage) shall be disposed of at approved facilities. If no sewer access point is adjacent to the site then waste water shall be stored in large containers with tight fitting lids and arrangements made to empty them. No waste water is to be deposited into storm water drains or on to grass or paved areas.

41. Noise Abatement

- 41.1. The use of loud-speakers and radio broadcast appliances of every description shall be permitted only with the written authority of the Show Society. Exhibitors shall keep promotional sound to a level acceptable to the Show Society or its representative.

42. Competitions

- 42.1. Any Exhibitor wishing to conduct a prize coupon competition from their stand at the Show must apply to the NSW Minister for approval under the Lotteries Act. In granting approval, the Minister imposes such conditions as are considered necessary to ensure that the lottery is properly run and that subscriber's interests are adequately protected.

42.2. Please note the Show Society prohibits Art Unions, Raffles, Lotteries or Competitions, which require visitors to pay an entry/application fee to enter, at the Show without prior written approval from the Show Society.

43. Showbags & Novelties

43.1. Submissions to the Show Society to sell Showbags shall be strictly in accordance with the Show Society's rules and Commonwealth/State Consumer Products Advisory Committee (CSCPAO) guidelines.

43.2. The Exhibitor shall lodge with the Show Society no later than the Wednesday prior to the event one (1) sample of each Showbag proposed to be sold by the Exhibitor together with a detailed listing of its contents stating Show and retail prices for each item.

43.3. The NSW Department of Fair Trading may inspect Showbag contents to ensure guidelines are met.

43.4. Cards setting out the prices of goods and the contents of Showbags shall be prominently displayed on the stand.

43.5. Under no circumstances are "silly string" (or similar aerated 'Foam' products), laser pens, water pistols or water-propulsion toys to be sold or distributed at the Show either as a separate item or as part of a Showbag.

44. Construction of Showbags

44.1. The Commonwealth/State Consumer Products Advisory Committee CSCPAO guidelines state: To avoid danger of suffocation to children the Showbag shall be perforated with round holes of at least 5mm, or other shaped holes of equivalent area, so that when the whole of a square test template, measuring 150mm along each side, is placed anywhere on the bag, the template will cover at least one hole.

Show Access

45. Entry to the Showground

45.1. It is the responsibility of the Exhibitor to apply for all personnel and vehicle passes and tickets, on behalf of any staff, contractors or delivery agents, connected in any way with the construction,

operation or dismantling of their stand.

46. Exhibitor's Tickets

46.1. Exhibitors will receive two two-day tickets allowing free daily admission to the Showground for two people only. These tickets will allow unlimited access in and out of the grounds, providing the bearer obtains a pass-out from the gate supervisor when leaving the ground.

46.2. Additional tickets may be purchased for \$10.00 or \$5.00 for single day only. Single Day Tickets must be surrendered at the gate at time of entry and are Admit One Only.

47. Condition of Issue of Tickets

47.1. The Exhibitor shall not, under any circumstances, sell or transfer Exhibitor/Staff tickets Issued to the Exhibitor by the Show Society. Exhibitor/Staff tickets are for the sole use of personnel manning exhibits. Breach of this condition by the Exhibitor shall render the Exhibitor liable for payment to the Show Society in full for all Exhibitors tickets issued in the name of the Exhibitor.

48. Vehicle Passes

48.1. All Exhibitors will be issued with one Vehicle Pass to enable access to the Show ground. All passes must be fixed on the windscreen of the vehicle and the driver and passengers must be in possession of on appropriate ticket or pay upon entry.

48.2. Vehicles which attempt to enter the Showgrounds on show days without a pass and ticket shall not be permitted entry.

48.3. Vehicles must be removed from public areas prior to gates opening on both days.

49. Collection of Tickets

49.1. Tickets & site confirmation maps will be posted to Exhibitors who pay in full & provide a copy of their \$10 mil Public Liability prior to 21/2/07.

49.2. Tickets will not be posted to Exhibitors who pay after 21/2/07. They are available for collection at the Show Office from Monday prior to the Show Office Hours. (8.30am-5.00pm)

49.3. **Tickets will not be issued to an Exhibitor who has not paid their site fee in full.**

Stadium & Fibre Hall Sites (indoor) 3m x 3m -\$60ea
Commercial Outside Sites 3m wide x 4-5m deep -\$40ea
Industrial Sites 3m wide x 5m plus deep - \$35ea
Electricity if Available \$10 per site
LATE FEE \$20 for payment received after 21/2/07
Exhibitor Insurance \$30

Removal of Exhibits

50. Dismantling of Stands/Exhibitions

50.1. The Exhibitor shall not dismantle exhibitions or permit goods and materials to be removed from exhibition sites during the period of the Show without the permission of the Show Society or Its representative, no Exhibitor shall dismantle their stand before 4.30pm Sunday, the last day of the Show,

50.2. All Exhibitors' structures and fittings must be removed from the Showground by the Monday evening immediately following the Show.

LICENCE APPLICATIONS to

YASS SHOW SOCIETY Inc

ATTN: COMMERCIAL SITES

PO Box 132, YASS NSW 2582

ALL COMMERCIAL ENQUIRIES:

Call Show Office or LEAVE A MESSAGE.



YASS SHOW OFFICE Phone **6226 1615** fax **6226 3528**
Email: yassshow@bigpond.com or visit our website: www.yassshow.org.au

ANN EX A - LIST OF BANNED ITEMS

The Showmen's Guild of Australasia and the Agricultural Societies Council of NSW have agreed that the following lines be banned at country agricultural shows as it is our view and aim to protect and attract families to local shows.

- ✗ Explicit and hardcore T-Shirts
- ✗ Fake Cigarettes
- ✗ Fuel type fire lighters (Zippo)
- ✗ Horns and Trumpets
- ✗ Knives (including pen Knives)
- ✗ Metal & Wooden Martial art Nunchakas
- ✗ Playing Cards (nude or lurid)
- ✗ Pressure pack Fart Gas
- ✗ Pressure Pack Snow
- ✗ Drug related goods (incl. cocaine kits, bongos etc)
- ✗ Stink Bombs
- ✗ Water Bombs
- ✗ Silly String
- ✗ Fireworks-crackers
- ✗ Water Pistols over 150mm (6") long
- ✗ Laser Pointers

✓ Toys Guns are acceptable,
However

the following items are not:

- ✗ Pellet Guns
- ✗ Ball Bearing Guns
- ✗ Replica Guns (bullet type)
- ✗ Pop Downs (Throw Downs)
- ✗ Eight Shot Caps
- ✗ Strip Caps
- ✗ Roll Caps
- ✗ Potato Guns (Bullet type)

valid 1/7/07 ASC OF NSW fax 0298796843