

2023 Yass Show Commercial 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" and the 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 Applications for a space will be assessed by the Show Society. Upon acceptance, an invoice will be issued for the site. The site fee shall be payable to the Show Society immediately receipt, to guarantee the space. The final balance shall be paid in full to the Show Society no later than two weeks 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 2 March 2023 closing date may be liable for a LATE PAYMENT FEE of \$50. 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 to patrons 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 heavy vehicles are not permitted in the Pavilions at any time during set-up or dismantling~~ (no indoor sites in 2023).

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.

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 may 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 – 4-30pm – time negotiable NOTE: Actual times are subject to change

22.2. Exhibitors must place their Vehicles in an 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 13 10 50.
- 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 \$20 million public risk liability cover (in 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. Hobbyist trade space holders can come under the Show Society's insurance cover. The declaration must be signed and there is an administration fee of \$100.
- 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 provides First Aid facilities at 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 security personnel during the Show period from Friday until Monday.~~ 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 at 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, bylaws, 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 in public areas. 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 NSW Department of Fair Trading may inspect Showbag contents to ensure guidelines are met.

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

43.4. 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.
- 46.2. Additional tickets may be purchased for \$8.00 for single day 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. Vehicles

- 48.1. Vehicles which attempt to enter the Showgrounds on show days without a ticket shall not be permitted entry.
- 48.2. Vehicles must be removed from public areas prior to gates opening on Show days

49. Collection of Tickets

- 49.1. Tickets may be posted or available for collection at the Show Office from Monday prior to the Show provided a copy of the exhibitors Public Liability policy is provided prior to 11 March 2022.
- 49.2. Tickets not collected will be available at the gate early Saturday morning. Tickets not collected by 8.30am will be returned to the Office and exhibitors will have to pay the gate fee unless prior arrangements have been made.
- 49.3. Tickets will not be issued to an Exhibitor who has not paid their site fee in full.

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 on the last day of the Show.
- 50.2. All Exhibitors' structures and fittings must be removed from the Showground by the evening at the end of the Show.

ANNEX A - LIST OF BANNED ITEMS

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

FIREWORKS
CRACKERS
EXPLICIT AND HARDCORE T SHIRTS
EXPLICIT DVD'S & VIDEOS
FAKE CIGARETTES
FUEL TYPE FIRE LIGHTERS (ZIPPO)
IRIDESCENT HAIR SPRAY
HORNS & TRUMPETS
KNIVES (INCLUDING PEN KNIVES)
METAL AND WOODEN MARTIAL ART NUN CHUCKERS
LASER PEN LIGHTS AND OR LASER TOYS
LASER POINTERS
PLAYING CARDS (NUDE OR LEWD)
PRESSURE PACK FART GAS
PRESSURE PACK SNOW
PRESSURE PACK SILLY STRING
DRUG RELATED GOODS (INCLUDING COCAINE KITS AND BONGS, ETC.)
STINK BOMBS
WATER PISTOLS LONGER THAN 150MM
WATER BOMBS
BOMB BAGS
FIRE WALLETS
BOUNCING BEANS
IN ADDITION, THE FOLLOWING ARE NOT PERMITTED
PELLET GUNS
BALL BEARING GUNS
REPLICA GUNS (BULLET TYPE)
POP DOWNS (THROW DOWNS)
8 SHOT CAPS
STRIP CAPS
ROLL CAPS
POTATO GUNS
ROLL CAPS
STRIP CAPS
WATER PISTOLS over 1500mm (6')
GEL BLASTER GUNS
Samurai Swords, English Swords and Fencing Swords are to be sold in Sealed Packages by
Licensed Traders ONLY