

SITE TERMS AND CONDITIONS

The following Trade Space Terms and Conditions will apply to all categories below:

- 1. Trade Space Applications**
- 2. Attractions, Entertainment and Display Applications**
- 3. Any other contributor to the Show within the grounds**

(Note: The term "Trade Space" in this document refers to all the above categories)

Our Agreement with you is made up of your application and the following Terms, Conditions and Regulations along with any relevant correspondence. As such these Conditions of Occupancy shall be deemed to be part of the Agreement between the Tweed River Agricultural Society Ltd trading as The Murwillumbah Show ("TRAS") and the exhibitor/applicant as they relate to your participation in the Murwillumbah Show.

SITE ALLOCATION, BUMPING IN AND OUT

There will be **NO MOVEMENT OF VEHICLES DURING THE SHOW OPERATING HOURS OF 5:00pm to 11:00pm ON FRIDAY and 7:30am to 11:00pm on SATURDAY** unless authorised. If vehicles are to be moved please contact the Trade Space Co-ordinator to make the arrangements.

Bump In: Prior to 2:00pm on Friday the 3rd November 2023.
Access to the Showground from 1:00pm Thursday the 2nd November 2023.

Bump Out: From 11:00pm Saturday the 4th November 2023 and to be completed by 7:00pm Sunday the 5th November 2023.

Once payment and a copy of your current Public Liability Insurance is received by TRAS you will be provided with a site number, map and trade passes. Each site area will be marked out on the road with the site number. Please note there is no security provided on the Showground until 2:00pm on Friday the 3rd November 2023. All sites are to be set up by 5:00pm on Friday the 3rd November 2023. It is NOT recommended to leave equipment etc. on the grounds on Friday or Saturday night. There is limited roaming security available.

The Show ends at 11:00pm on Saturday the 4th November 2023. You are permitted to remain at your stall until Security requests you to leave the halls or grounds.

Security will re-open the gates at 6:00am on Sunday the 5th November 2023 at which time security patrols will end. It will be your responsibility to safeguard and remove all your possessions. All Stalls and structures must be removed by 7:00pm Sunday the 5th November 2023.

Should any exhibitor, their agent or contractors fail to remove any exhibit, stand, wire, ropes, rubbish or fitting within the bump out times stipulated, then the exhibitor shall indemnify TRAS in respect of any claim thereby occasioned for failure to give possession of any part of the exhibition venue on the due date, and TRAS shall be entitled, but not obliged, to remove such materials as they consider best at the cost of the exhibitor who shall be liable for all loss and costs thereby occasioned.

STALL SITES

Stall charges are for ground space only. Shades, partitions, etc. are not included. All stall structures, shades and displays are to be located within the boundaries of the site. Please ensure correct dimensions are recorded on your application.

Applications will be received by the Trade Space Co-ordinator and must be accompanied by the site fee and a copy of the current Public Liability Insurance Certificate of Currency. The Society reserves the right to reject any application.

Space will not be regarded as allocated until the full amount specified has been paid by the due date and the Public Liability Insurance has been verified. The Society reserves the right to let the site to any other applicant in the event that the amount is unpaid at this date.

The space must be used ONLY for the purpose specified on the application.

Stallholders and their representatives must obey and adhere to all directions given by TRAS in relation to any matter concerning the Showground or the use or occupation of the space, whether or not any such direction relates to any matter referred to in TRAS' regulations.

The Society may at any time and for any reason exclude the public from any part of the Showground (including that part in which the space is situated) and that in doing so, TRAS shall not incur any liability to the stallholder.

SUB-LETTING OF SPACE

Exhibitors MUST NOT transfer, dispose of, part with or otherwise sub-let the whole or any part of their space, offer, store or offer accommodation whether for financial consideration or otherwise, or enter into any agreement to do so. An exhibitor, being an officially appointed sole agent or sole licensee (and conforming to Regulations above), must state, at the time of application for trade space, the names of the principals to be represented, and conform their display to their products. This does not debar an exhibitor from displaying products of a principal for whom they become an agent or sole licensee after allotment of space, providing permission is first obtained from TRAS. This Regulation shall be deemed to include any subsidiary material or product not being part of, but used as complementary to, an exhibit. An exhibitor may not, except by express written permission from TRAS, display or indirectly, advertise or give credits to any products other than their own or their principals nominated on their 2023 Application.

Exhibitors with special or unusual requirements are asked to contact the Show Office on (02) 6672 5507 on or before 30 days prior to the Show.

VEHICULAR ACCESS

Stallholders must access the following sites and pavilions via:

Gate 7 - Harry Williams Gate: Sites 73 to 119.

Gate 6 - Exit Gate: Sites 39 to 165

Gate 2 - Salmon Gate: Sites 168 to 200, Johnson Pavilion, Dawes Pavilion and Bailey Pavilion.

Show Exhibitor Vehicle Policy

1. Access:

- Exhibitors must comply with the times during which they are permitted entry/exit to the grounds and any constraints placed on parking within the grounds. All vehicles within the grounds require authorisation.
- Passes will be issued and must be displayed on the dash/window of the vehicle at all times.
- After unloading, all vehicles must be removed from the Showground immediately. All vehicles must be off the Showground prior to 2:00pm on Friday the 3rd November 2023.
- Unauthorised vehicles are not permitted to stay on the patrons area of the grounds during the Show.

- **UNDER NO CIRCUMSTANCES ARE VEHICLES PERMITTED TO MOVE WITHIN THE GROUNDS DURING THE OPERATIONAL HOURS OF THE SHOW UNLESS AUTHORISED.**
2. Parking:
 - All Exhibitors are to park vehicles as directed by TRAS officials.
 3. Compliance:
 - Any vehicle attempting to gain access at a time or date without a permit will be refused access.
 - Any vehicle found parked or improperly parked or unloading/loading on the grounds without displaying the correct pass will be towed away at the registered owner's expense.
 - Vehicles parked incorrectly on commercial sites where the owner is unable to be located and creating a long term difficulty for other stall holders will incur a fine of \$200.00 and the vehicle may be removed from the Showground at the registered owner's expense.
 4. Special Consideration:
 - Exhibitors who require additional passes may apply to the Murwillumbah Show Society Secretary's Office for additional vehicle passes. These applications will be considered on a case by case basis and must be received no later than two weeks prior to the Show.

SIGNAGE and ADVERTISING

Exhibitor's advertising or signage should be of a high, professional quality and is only permitted within the boundaries of the display. Exhibitors with special requirements (such as the hanging of any large banners above their stand), are asked to contact the Show Office prior to the 1st October 2023. The cost of hanging any large banners will be borne by the exhibitor. Stallholder's advertising or signage must be kept within the boundaries of the stall space. The Society reserves the right to remove any advertising or signage which is located outside the perimeters of the stall, deemed to be objectionable, or of poor quality. Stallholders are not permitted to distribute circulars, handbills or any form of advertising outside the perimeters of their space as specified in the space agreement.

OPERATING OUTSIDE ALLOCATED SPACE AREAS

All site 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, stock, erecting signage 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 the 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. Exhibitors must not change their allocated site with other operators without receiving authorisation from the Trade Space Co-Ordinator.

EXHIBITORS RESPONSIBILITY

An exhibitor's responsibility whilst on the Showground can be summed up very simply:

"BE A GOOD NEIGHBOUR"

All exhibits, regardless of size, should be given equal opportunity to present and sell their products or services. All exhibitors are requested to read the details, rules and regulations in this manual carefully. **Should any exhibitor breach any clause in the Application or fail**

to comply with any of the requirements in this manual, the exhibit, products and/or the exhibitor may be removed from the Showground by TRAS.

TRAS reserves the right at any time to remove from the grounds, an exhibit or product of an exhibitor, or to close down any activity which in the opinion of TRAS is considered dangerous or objectionable, may be detrimental to the Show's best interests or contravenes in any way, the Terms and Conditions of the Trade Space Agreement. No person shall have the right to any action or claim for damages, costs, expenses or otherwise against TRAS and their representatives in respect of any such action.

TRAS wishes the Murwillumbah Show to be a safe, friendly place for all visitors, exhibitors, competitors, staff and participants. This cannot be achieved without your help. If you see or hear anything which is likely to cause damage, injury or offence, please contact the Show Office immediately on (02) 6672 5507.

NOISE

The use of PA systems on stands is expressly prohibited unless prior authorisation has been granted from TRAS. Exhibitors showing films or creating excessive noise or using visual aids which disturb adjacent exhibitors will be required to cease such activities in the interest of the overall Show.

COMMUNITY DISPLAYS

Upon application selected space may be available at a reduced fee to approved registered charities (who supply their registration number) and community groups. Any community display space not reserved prior to the 20th October 2023 may be sold at the commercial rate.

1. Applications will be received by the Trade Space Co-ordinator and must be accompanied by a current Public Liability Insurance Certificate of Currency. TRAS reserves the right to reject any application.
2. Space will not be regarded as allocated until the Application and current Public Liability Insurance Certificate of Currency has been received by the due date. TRAS reserves the right to let the site to any other applicant in the event that these documents are not received by the due date.
3. The space must be used ONLY for the purpose specified on the application.
4. Stallholders and their representatives must obey and adhere to all directions given by TRAS in relation to any matter concerning the Showground or the use or occupation of the space, whether or not any such direction relates to any matter referred to in TRAS' regulations.
5. TRAS may at any time and for any reason exclude the public from any part of the Showground (including that part in which the space is situated) and that in doing so, TRAS shall not incur any liability to the stallholder.

GROUP STANDS

Organisers of group stands are responsible for ensuring that all exhibitors on the stands are fully aware of and agree to abide by the Terms, Conditions and Regulations.

CAMPING

Camping is permitted in designated areas. Approval from TRAS is required prior to camping. Camping prior to the 2nd November 2023 and after the 5th November 2023 will be \$20.00 per night.

RUBBISH AND WASTE REMOVAL

Stallholders are responsible for the immediate removal of all rubbish from their sites and to ensure stalls are kept in a clean and tidy condition at all times. Large product boxes and packaging are to be crushed before disposal in large commercial bins.

WASTE WATER, OIL AND REFUSE

You must provide an impervious container for the collection and storage of waste water from the hand washing and utensil washing containers. Waste water must be disposed of in a manner approved by an Environmental Health Officer. Oil & refuse containers must be immediately emptied when full and disposed of into dedicated refuse storage facilities provided.

CANCELLATION

Exhibitors may reduce their space by agreement or completely withdraw from the Murwillumbah Show without penalty provided they advise the Show Office prior to the 1st October 2023. Any refund to Exhibitors reducing their space or completely withdrawing from the Murwillumbah Show after the 1st October 2023 will be assessed on a case by case basis and any refund approved will attract a 5% administration fee. If the Exhibitor is not entitled to a refund they shall be liable for the total cost of the space including any fees in their signed Application unless the cancelled site has been resold.

The Murwillumbah Show may be subject to rearrangement, including cancellation (in whole or part) at the sole discretion of TRAS in the case of unforeseen circumstances such as inclement weather or other circumstances beyond the control of TRAS, including those Force Majeure. Any such rearrangement or cancellation will be notified to the exhibitor in communication as chosen convenient immediately following such a decision, including but not limited to social media. In the event that the Murwillumbah Show is cancelled in whole or part or ceased to operate, the exhibitor acknowledges and agrees that they may not be entitled to a refund of their money.

“Force Majeure” means a circumstance beyond the reasonable control of a party, which results in the party being unable to perform an obligation on time, and is limited to:

- (a) Natural events like fire, flood or earthquake;
- (b) Vandalism;
- (c) National emergency;
- (d) Terrorist act; or
- (e) War

INSURANCE

All Stallholders are responsible for insuring their own property and stock. They should note that insurance for their goods and exhibits should take effect from the time that such goods are delivered to the Showground and such insurance should remain in force until they are removed from the Showground. Stallholders must also comply with statutory insurance requirements. This includes insurance in respect of Motor Vehicle and Workers Compensation.

A current copy of your Public Liability Certificate of Currency for a minimum of \$10,000,000.00 (ten million dollars) or \$20,000,000.00 (twenty million dollars), if applicable, is to be submitted with your application.

TRAS will not themselves be responsible for the safety of any articles of any kind brought onto the Showground by exhibitors, their employees, agents or contractors, members of the public

or any person whatsoever. Exhibitors shall fully insure against risks, including Public Liability not less than \$10,000,000.00, or \$20,000,000.00 if applicable, in addition to all risks on their property and Employer's Liability. If you do not have this required Public Liability Insurance, it may be possible to make arrangements for you to purchase it prior to the Show. Please contact the Show Office on (02) 6672 5507.

The period of liability of the exhibitor shall be deemed to run from the time the exhibitor or any of his staff/employees, agents or contractors first enter the Showground and to continue until all exhibits, staff and property have been removed. The exhibitor shall insure and indemnify TRAS in respect of all costs, claims, demands and expenses to which TRAS may in any way be subjected to as a result of any loss or injury arising to any person (including members of the public, staff of the Authorities, TRAS staff or exhibitors staff, agents or contractors) or as a result of damage to the buildings, including fixtures and fittings and exhibits, howsoever caused as a result of any act of default by the exhibitor, their employees, agents contractors or invitees.

Exhibitors are required to take out adequate cover against the kinds of risks they will incur in connection with the Show eg. All Risk Property, Employers Liability and Personal Accident to Staff. In addition, exhibitors may wish to insure against wasted expenditure in the event of the Show being abandoned or curtailed. Public Liability (for no less than \$10,000,000.00) is a mandatory requirement of TRAS. TRAS shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands for the entry, siting or removal of exhibits, or for the failure of any of the services normally provided at the Showground, or for the cancellation or part time opening of the Show either as a whole or in part of for the amendments or alterations to all or any of the Rules and Regulations caused by circumstances not under our control.

All Space holders are to furnish the Society with a current copy of their public liability insurance cover which should be forwarded with this application.

TOY and NOVELTY GUIDELINES

Show Bag traders and exhibitors selling toys or novelty products are reminded that they must comply with regulations set by the Office of Fair Trading, and information regarding these guidelines needs to be obtained from the Office of Fair Trading.

PROHIBITED ITEMS

The Showmen's Guild of Australasia and the AgShows 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:

Explicit And Hardcore T-Shirts, Fake Cigarettes, Fuel Type Fire Lighters (Zippo), Horns and Trumpets, Knives (Including Pen Knives), Metal And Wooden Martial Art Nunchucks, Water Bombs, Playing Cards (Nude Or Lurid), Pressure Pak Fart Gas, Pressure Pak Snow, Fireworks (Crackers), Stink Bombs, Silly String, Water Pistols Over 150mm, Drug Related Goods (Including Bongs, Cocaine Kits).

Toy Guns Are Acceptable, However The Following Are Not:

Pellet Guns, Ball Bearing Guns, Replica Guns (Bullet Type), Popdowns (Throw Downs), Eight Shot Caps, Strip And Roll Caps, Samuri Swords, Metal Swords, Shanghais, Slingshots, Catapults or Similar Items or Parts Thereof, Metal Arrows or Arrows With Sharp or Metal Points.

RAFFLES, LOTTERIES and GAMES

Exhibitors are to make application to TRAS if they intend to conduct a competition at the Show in order to gain permission. Competition may be permitted in conjunction with exhibits

provided that no entry fee is required. All necessary permits to conduct such competition must also be in place.

Note: The sale of raffle tickets is strictly prohibited, unless prior approval is given. Exhibitors must remain in their own designated area.

The number of raffles is restricted. All approved raffles must display the written permission from TRAS. Games and Lotteries are prohibited.

CONTRACTORS

The services specified in this manual are available for the use of exhibitors. TRAS is not the agent of either contractors or sub-contractors and can accept no liability in respect of any contract entered between exhibitors and contractors for the negligence/injury or default of any such person, their employees or agents. It is the responsibility of all exhibitors to see that their own sub-contractors or agents are familiar with the Site Terms, Conditions and Regulations of the Murwillumbah Show.

DELIVERIES

TRAS will not take delivery of any goods, packages or other materials on behalf of the exhibitor, nor will TRAS accept responsibility for the safety or well-being of such items on or delivered to the site in the absence of the Exhibitor, his agent or contractor.

No delivery vehicles will be allowed access during the operating hours of the Show.

ELECTRICAL LEADS AND POWER

In accordance with the requirements of Workcover NSW and Workplace Health & Safety Act 2011 all electrical leads and appliances must be tested and tagged according to AS/NZS3760. All electrical leads must be at least 2.4 metres above the ground. Under no circumstances are electrical leads to be placed on the ground.

All exhibitors, competitors and all side show alley participants are asked to adhere to the above requirement. It is also requested that portable RCD (Residual Current Device) units are provided to ensure that the above regulations are followed.

The Murwillumbah Showground is deemed a workplace according to the Act. Therefore all regulations must be adhered to.

Any Exhibitor intending to bring electrical equipment to the Murwillumbah Show will be required to ensure that such equipment is tagged and tested and fitted with or connected to "Earth Leakage Circuit Breakers" and also to ensure that all electrical leads, tools and appliances are in good condition and meet all safety standards and requirements.

Note: Immediate disconnection from the power supply shall be enforced if an Earth Leakage Protection Device is not evident at the connection switchboard. All electrical leads are to be secured above ground level. **Any unidentified leads will be removed.**

Due to the substantial electricity requirement during the Show **3 phase power connection is not available and vendors are to use silent generators at their own expense.** Also, **water hoses are NOT to be in the immediate vicinity of power leads.**

Please Note:

Any testing and tagging taking place at the showground will be carried out at an hourly rate to be paid for by the exhibitor. It would be best for all concerned if all testing were carried out **BEFORE** arriving at the Murwillumbah Show.

Stallholders must note that ONE power outlet ONLY is available per site.

PRIVACY

Please note that a contact list of stall holders may be released to the local media for Show promotion.

ACCOUNTS

Each exhibitor is responsible for settling all accounts for expenses incurred in connection with the Show which are initiated by the exhibitor, an agent or a contractor and must discharge such liabilities forthwith when called upon to do so. All accounts payable to TRAS for site fees and associated exhibition costs must be paid in full no later than one month prior to the Show before your allotted site and passes will be issued. Exhibitors are reminded to observe the payment terms and conditions as specified in their application as non-compliance may result in the reletting of space to another exhibitor.

ALCOHOL

Alcohol can only be consumed in the designated Bar areas on the Showground. Refer to the Showground map for Bar location.

CLOSING NOTE:

- ANY CONTRAVENTION OF THESE TERMS, CONDITIONS AND REGULATIONS STATED FROM PAGES 5 to 12 INCLUSIVE COULD RESULT IN THE AUTOMATIC CANCELLATION OF THE STALL 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 TERMS, CONDITIONS AND REGULATIONS STATED FROM PAGES 5 to 12 INCLUSIVE COULD ALSO RESULT IN A STALL HOLDER NOT BEING PERMITTED TO ATTEND FUTURE SHOWS.
- IT MAY BE NECESSARY TO REALLOCATE THE SITE ALLOCATION AT THE DISCRETION OF THE TRADE SPACE CO-ORDINATOR OF THE MURWILLUMBAH SHOW.
- PLEASE READ, AGREE TO AND BE AWARE OF ALL THESE TERMS, CONDITIONS AND REGULATIONS STATED FROM PAGES 5 to 12 BEFORE SIGNING AND SUBMITTING YOUR SITE APPLICATION.