

# Terms & Conditions

These terms and conditions are to be read subject to general Conditions of Entry and General Regulations (2003) of The Royal Agricultural Society of Tasmania ("the Society") and such conditions and regulations shall apply to the exhibitor.

## 1. SITE OCCUPATION AND USAGE

**a.** The exhibitor shall ensure that any or all activities conducted on the site comply with all the relevant legislation and regulations applicable in the State of Tasmania or the Commonwealth of Australia. Exhibitors are responsible for their allocated site from the time they take occupancy until they vacate attending to the following:

**b.** Tenants must operate their stands fully (adequately manned and lit) at all times indicated in the Venue Operating Hours section of the Exhibitor Manual.

**c.** The site shall be maintained in a clean, tidy and safe manner and conform to all current Work Health & Safety Legislation. The exhibitor is not to allow offensive smells or undue or inappropriate noise. Refer to Exhibitor Site Safety and Risk Assessment Card which will be contained within your Exhibitor Manual.

**d.** No portion of the exhibitor's stand or of his goods or chattels shall overhang or protrude beyond the boundaries of the space allotted. Structures including fittings and/or advertising signs attached by the exhibitor shall not exceed a height of 2.7 metres and not be obstructive or offensive and all promotional activities are to remain strictly within the exhibitor's site.

**e.** No structure may be erected within 5 metres of overhead power supply.

**f.** The exhibitor and the exhibitor employees shall conduct themselves in a quiet, orderly and respectable manner while on the Showground.

**g.** Vendors may not sub-let part or the entire site, nor can they conduct any competition, raffle, art union, ride, or game that has not been applied for, without the prior and written approval of the Society.

**h.** Food Exhibitors shall supply, for their own use, appropriate fire fighting equipment as required by the State Fire Commission.

## 2. CANCELLATIONS

**a.** If the Society should find it necessary or expedient to cancel or postpone the Show through circumstances beyond its control the Exhibitor shall be entitled to a proportional rebate of fees paid in the event of any such cancellation. However if the Society finds it necessary or expedient to close the whole or any part of the Showground, such withdrawal shall not confer upon the Exhibitor any right to recover from the Society loss of profits whatsoever.

**b.** If the Friday Night Show is cancelled due to inclement weather, the event may be transferred to the following night.

**c.** If the Wednesday Night Show is cancelled due to inclement weather, the event may be transferred to the following night.

## 4. OFFENCES

**a.** Exhibitors contravening Society rules, regulations and conditions may be dealt with in any one or more of the following ways:

**b.** Immediate dismissal from the ground.

**c.** Refused space at any future Shows.

**d.** Reported to the Australian Council of Agricultural Societies.

**e.** Have any unpaid monies owed by the Vendor made subject to standard recovery procedures including any recovery costs incurred.

**f.** Be proceeded against for costs such as a breach or contravention may have caused.

## 5. FOOD AND HEALTH REGULATIONS

**a.** To operate a food stall at the Royal Hobart Show the Glenorchy City Council must approve the operators Food Business Registration form.

**b.** The Royal Hobart Show is a no-smoking event, with the exception of designated smoking areas. Smoking Exhibitors should check to see the nearest designated smoking area.

**c.** Exhibitors are not permitted to smoke at their site and are required to note that all buildings are designated as "enclosed public places" and must remain smoke free: Public Health Amendment Act, 2001.

## 6. ELECTRICITY AND WATER

**a.** Electricity will be installed and supplied by the Society's Electrical Contractors at scheduled rates 'upon application' to the Society.

**b.** No other contractors for this work are allowed unless approved in writing by the Society.

**c.** All installations on Society property including power outlets, lights and switchboards etc., become the property of the Society at the conclusion of the Show.

**d.** All power equipment used by the Exhibitor must be protected by a Residual Current Device (RCD) located at the starting point of the consumer's power supply and are to be supplied by the Exhibitor.

**e.** Heaters, electric fires, kettles and cooking equipment not used for display purposes are strictly prohibited, unless used by a commercial food outlet. Portable gas camp stoves are strictly prohibited for use during the Show.

**f.** Where an exhibitor has an outdoor power supply they must supply: own power cord for each outlet supplied at a minimum of 20metres in length (tested & tagged within the last 6 months) a length of 500mm wide matting to provide ground coverage of the power lead; and barrier tape or mesh to prohibit public access between sites.

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## 7. SHOW BAGS/ PROMOTIONAL BAGS

a. No Exhibitor will be permitted to sell show bags or promotional bags without the permission of the Society and must only be sold in areas approved by the Society.

b. It is a requirement that all show bag and promotional bag Exhibitors must submit TWO (2) samples of each bag together with: wholesale and retail particulars of each item for inspection to the Society's office, an email contact, onsite phone contact number, and the name of the responsible person on site (for The Society's internal use only) no later than the 1st October

c. All show/promotional bags are inspected by the office of Consumer Affairs and Fair Trading who are authorized to withdraw, require changes to, or act to ensure public safety. It is also a requirement that the contents together with an itemised retail cost must be displayed on a sign board displayed to the public at the stand. Providers must advise the Society of any changes to avoid possible breaches of the Trade Practices Legislation.

d. Any complaints as to the contents received from the public will be communicated /emailed to show bag providers for their immediate action. The Society may enact Clause 4 if it is not satisfied that complaints have been dealt with appropriately.

## 8. SALE OF GOODS

a. The Exhibitor shall not sell, offer for sale or gratis any goods or articles which may be a cause of offence to the public other Exhibitors or the Society whether by way of counterfeit, banned, illegal, safety, noise, nuisance or otherwise.

b. The Exhibitor shall display at the Exhibitor's site in a prominent position the itemised cost of any charges made for any product, amusement, ride, game, novelty, service given, food or drink on professionally sign-written boards in large clear print at the front of stand.

## 9. ADMISSION OF VEHICLES TO SHOWGROUND

No vehicles will be permitted within the Showground, or any ground controlled by the Society unless the appropriate permit is affixed to the windscreen of that vehicle. This rule will apply from the Sunday before the show until the Monday after the show.

b. Offending vehicles will be removed at the owner's expense.

c. Delivery vehicle passes must be affixed to the windscreen and allow access to sites from 7am and be removed by 8am.

d. In case of special need and where space permits behind an exhibitors site, a restricted on-site car pass can be purchased on the extra services order form.

e. ALL vehicle passes must be affixed to the windscreen of the vehicle.

## 10. INSURANCE

a. The Society's Public Liability insurance policy does not cover commercial exhibitors nor does it include operators\* of show rides, games and novelty sales or food vendors for the period of the show. It is in the best interests of all exhibitors to maintain their own public and products liability insurance. \*All exhibitors in these categories must provide proof of cover.

## 11. GENERAL CONDITIONS

a. Exhibitors shall conform to and carry out the directions of the Society and/or any statutory authority concerned in relation to any matters in so far as the same shall relate to the Society's Showground.

b. Safety of Exhibits must be to the standard required by; Workplace Safety Authority, Electrical Standards, and any State or Local Council requirements.

c. Exhibitors duty of care is to assist and comply with these instructions. It forms part of The Royal Agricultural Society of Tasmania's Safety & Risk Management Policy. The 'Risk Minimization Checklist' which forms part of the Exhibitor Manual, is the minimum requirement exhibitors must undertake. The completed checklist must be held at the site with the Exhibitor's Manual at all times.

d. The Society shall not be held liable for any loss or damage to the Exhibitor's property whilst on the Showground howsoever arising.

e. No animals except that forming part of an authorised act or exhibit are permitted on the Showground.

f. The Society shall not be liable to the exhibitor for loss of profits or otherwise as a result direct or indirect of any cause beyond the reasonable control of the Society including complete or partial failure in the supply of water or electric current, storm-water or sewerage services to the Showground.

g. The exhibitor shall indemnify the Society (and if there be more than one, then such indemnity is joint and several) and agree to hold the Society indemnified against:

1. all actions, suits, costs, claims.

2. any demand brought against the Society by any person, firm or corporation.

3. all damage done either directly or indirectly to or sustained by any of the Society's property or any person arising out of any act or default of omission of the exhibitor, his servants workmen or agents or by anything owned operated worked exhibited displayed demonstrated by or under the control direct, or indirect, of the exhibitor.

## CONTACT US:

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