

Beaudesert Show

2023 Trade Space Agreement: Terms & Conditions

WORKPLACE HEALTH & SAFETY

The Management Committee of the Society acknowledges that active co-operation of all people involved in the Beaudesert Show Society Annual Show is required to ensure a safe and healthy environment. A consultative approach will be used regarding WH&S matters.

Providers of Attractions, Contractors, Exhibitors, Hirers and their Staff and Sub-Contractors:

These people shall take reasonable care of the health and safety of themselves and of others who may be affected by their acts or omissions. They shall not recklessly, negligently, or intentionally, interfere with or misuse anything provided in the interests of health and safety. A failure to comply with these requirements, specific instructions from a Management Committee member regarding WH&S, may result in immediate removal from the Beaudesert Show Society premises, and such other actions as may be considered by the Management Committee of the society.

They shall:

- Provide with their *Application for Trade Space* a copy of their current Certificate of Currency of their Public Liability cover (with cover for the BSS show dates);
- Provide Food license (if applicable);
- Provide a current gas certificate (where applicable);
- Ensure all power leads are tagged and tested;
- Provide and maintain a safe working environment;
- Provide and maintain a safe system of work;
- Maintain plant, equipment, and substances in a safe condition;
- Report to a Management Committee member any dangerous occurrence: and
- Comply with all Australian Government and Queensland Government Directions, Regulations and Codes of Practice.

Day to day disputes and problems are to be resolved by the Chief Steward of the Section involved. If a resolution cannot be found then a signed written submission must be provided to the BSS's Secretary, which will then be presented to the Management Committee of the Society for resolution.

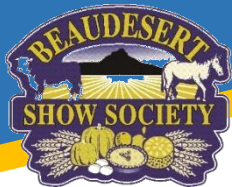
The Queensland Chamber of Agricultural Societies issue a list of Banned & Prohibited Items and it is an absolute requirement for all to adhere to this list. Refer to Trade Space Agreement: Terms & Conditions: Banned & Prohibited Items, page 5.

The Beaudesert Show Society reserves the rights to review any contractual arrangement in light of a breach of the Societies Policy & Procedures and reserves the right to terminate a contract without penalty to the Beaudesert Show Society for a breach of the Society's safety standards.

Ian Harrison

President
Beaudesert Show Society





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TERMS & CONDITIONS AGREED TO BY THE VENDOR/EXHIBITOR

1. DEFINITIONS

- a) **SHOW**.....Beaudesert Annual Show
- b) **EXHIBITOR**.....Any organization, company, firm or its employees and/or agents taking part in the Show.
- c) **VENDOR**.....Any organization, company, firm or its employees and/or agents taking part in the Show.
- d) **BSS**.....Beaudesert Show Society, the servants or agents and other person or persons appointed by them to act on their behalf.
- e) **SPACE**.....The area in a pavilion or 'Site' of the Showgrounds allocated to the Exhibitor for the duration of the Show.

2. CONDITIONS OF TRADE SPACE 'Site' AGREEMENT

- a) The "General Conditions of Hire" is a legal document which is provided to the nominated exhibitor when trade applications have been accepted.
- b) The document will be accompanied by a full invoice for space hire, confirmation and payment of this invoice indicates the acceptance to the terms of this agreement.
- c) The Beaudesert Show Society reserves the right of refusal to any application for show space and has the power to revoke booking agreements at any time.
- d) No person/company is permitted to book under false names or as a third party on behalf of another vendor.

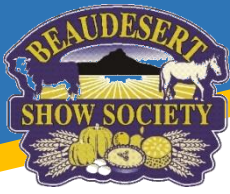
3. APPLICATION FOR TRADE SPACE

- a) All applications for a Trade Space site must be received via the BSS's online application.
- b) All applications will be viewed and accessed each year. The BSS Management Committee reserve the right to reject any applications.
- c) Exhibitor must agree not to assign, transfer, sublet, set over or part with the possession of the demised Space.
- d) All applications must include full trade space sizes, power & water requirements, number of entry passes. The BSS is not liable for incorrect information being provided to the space coordinator. In the case of this the BSS reserve the right to move the vendor to another location if only available. In the case of no other space available the exhibitor will forfeit the site and all fees paid.
- e) The BSS reserve the right, in unforeseen circumstances, to amend or alter the exact size of the location of the space and the exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the BSS.
- f) Applications must be made each year, there are no standing or agreed spaces. The BSS reserve the right to relocate any trade space position without consulting any outside party.
- g) All Exhibitors must acknowledge what they intend to sell at the Show. Only those goods of the nature stated on the application from are to be displayed and/or sold. The Trade Space Coordinator shall retain the power to enter upon the vendor's site and remove any article, sign, picture or printed matter which may be deemed not compliant to the application or viewed as obscene or likely to cause offence to the general public and/or officials of the Beaudesert Show Society.
- h) No exhibitor may conduct any lottery, raffle, guessing competition, game of chance or sideshow, during the Show. Exhibitors must comply with the licensing requirements of the Queensland Office of Gaming Regulations.
- i) No exhibitor and/or Site, except those exhibitors with a formal agreement and/or MOU with the BSS will sell 'Showbags'.

4. HIRE CHARGES AND FEES

- a) All prices & fees are set by the Beaudesert Show Society. Fees are reviewed each year.
- b) The exhibitor will receive an invoice, once the application has been viewed and accepted. The invoice total will have the full fees. Payment dates for the fees will be noted on the invoice, exhibitors failing to pay such monies within the time stated will forfeit their site reserved. All monies which have been paid under this agreement shall be forfeited to the BSS and this agreement may, at the option of the BSS, be cancelled.
- c) Exhibitors must mark all requirements on application form i.e. power, water, size, number of passes. Failure to do so will result in extra fees and charges, or termination of the reserved site.
- d) Site applications must be paid by the time noted on the invoice, site locations will not be confirmed until full payment has been received. Late payment of fees may result in a change of site location. The BSS holds the right to move any exhibit/exhibitor if he/she fails to comply with the terms and conditions set by the BSS.





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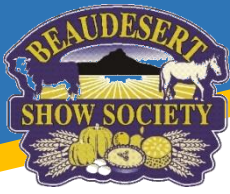
5. ENTRY ON TO BEAUDESERT SHOWGROUNDS

- a) The Beaudesert Showgrounds are privately owned by the BSS. Unauthorized entry onto the grounds at any time is not permitted. Gates will remain locked until the Tuesday of the show weekend.
- b) Set up times for exhibitors begin from 9.00am Tuesday the week of the show. **STRICTLY NO EARLY ENTRY.**
- c) **NO CAMPING IN OR AROUND TRADE SITES AT ANY TIME** – all exhibitors camping on grounds must note the dates on the application form, please note - camping fees apply for exhibitors on the grounds before Thursday of the show.
- d) **NO DOGS PERMITTED** – on the grounds at any time, with exception to service dogs only.
- e) **NO SMOKING ON GROUNDS** – The Beaudesert Showgrounds has a strict no smoking policy. Smoking areas are set up on the grounds and must be used. Any person caught smoking on the grounds outside of these areas will be asked to leave the grounds and will forfeit their site fees and location.

6. SITE SET-UPS AND DISPLAYS

- a) All vendors are to follow the guidelines set out by the Trade Space Co-ordinator on duty or his/her representative.
- b) All Exhibitors will need to be in place no later than 8.00am on the Friday of the Show. All exhibitors must have left the grounds by Sunday 1.00pm. **GATES WILL BE LOCKED AFTER THIS.**
- c) The BSS shall determine when the Exhibition shall be opened to the exhibitors and the public and their decision as to such hours will be final and conclusive.
- d) Any vehicles and displays set up in the wrong area will be moved.
- e) No structure or goods or chattels owned or used by the Exhibitor/Vendor shall have overhang or protrude beyond the boundaries of the allocated Trade Space Site.
- f) Unauthorized vehicles will be towed away at the owner's expense.
- g) In the interest of public safety, trade display vehicles and machinery will not be able to exit the grounds until Sunday morning or after all public have left the grounds. Movement of vehicles during the show is strictly prohibited.
- h) Microphones, sound amplifiers and machine demonstrations will be permitted where the level of the sound causes no annoyance to neighbouring exhibitors or visiting public. The BSS shall be the sole judge as to whether there is any annoyance to other exhibitors or the visiting public. Show Security will enforce this regulation.
- i) The BSS will carry out general cleaning of aisles and passages daily, but it is the responsibility of the exhibitor to ensure the cleanliness and tidiness of the space occupied, including all government cleaning regulations.
- j) No goods or displays may be removed during the Show without the approval of the BSS.
- k) The exhibitor shall be liable for any damage to walls and floors of the building in which the exhibit is housed and agrees not to make any alterations or additions in or to the space or any part thereof.
- l) Displays and demonstrations are to be in keeping with the dignity and atmosphere of the exhibition and the BSS reserve the right to reject any display or demonstration and to take the necessary steps to stop any disturbance or nuisance during the Show.
- m) Defacing of walls, ect - The walls, doors, floors, or any other part of the premises **MUST NOT**, under any circumstances, be defaced by the use of nails, screws, double sided tape or the like. No writing, printing, painting or decoration is to be attached on any ceiling, wall or door.
- n) It is agreed that if the exhibitor fails to comply in any substantial respect with the terms of this agreement, the BSS shall have the right to sell the space, the exhibitor, however, to be liable for any loss suffered by the BSS thereby, and all monies paid by the exhibitor hereunder shall be absolutely forfeited to the BSS. In the event the exhibitor shall fail to occupy the said space, the BSS is authorised to occupy or cause the said space to be occupied in such manner as it may seem best for the interests of the Show, without refund to the said exhibitor and without releasing the exhibitor from any liability hereunder. In these circumstances, the exhibitor will be liable to pay for the dressing of the area, such amount not to exceed \$300.00.
- o) Any items, fixtures, fittings or rubbish left onsite after completion of the show will be removed by the BSS at the expense of the exhibitor. These charges will be forwarded onto the exhibitor, and if not paid become a breach of terms & conditions of the Trade Space Agreement.
- p) The BSS has agreed Electrical and Plumbing & Gas Contractors. At no time is a vendor/exhibitor allowed to touch or alter any fixtures or fittings of the Beaudesert Show Grounds.





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7. CANCELLATIONS OF SITE APPLICATIONS

- a) No cancellation may be considered unless the exhibitor applies for such release from this obligation in writing.
- b) If the BSS agree to release the exhibitor from his obligations under this agreement in exceptional circumstances, then, in that event, the exhibitor will be liable to pay 50% of all monies due under this agreement. This special provision will lapse if less than four (4) weeks remain before the opening of the exhibition

8. POSTPONEMENTS or ABANDONMENT

- a) The BSS reserve the right at all times to postpone or amend the stated dates of the Show to a date which is in the opinion of the BSS most applicable for such an exhibition utilising this right only where circumstances necessitate such action and without liability to the BSS.
- b) If the holding of the Show is prevented, postponed or abandoned by reason of fire, lockout, civil disturbance, explosion, inevitable accident or any cause not within the control of the BSS whether *enjusdem generis* or not, or the show grounds become wholly or partially unavailable for the holding of the show, the BSS shall not be liable in anyway whatsoever for any expenditure or liability or loss including consequential loss incurred by the exhibitor.
- c) The Exhibitor has the right to apply to the BSS Show Secretary for a return of part of the rental paid. The request will be reviewed at the next show meeting only and not before and is at their entire discretion. The BSS accept no liability for damages to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever.

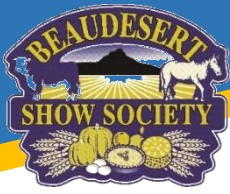
9. INSURANCE, LICENCES & CERTIFICATES

- a) **PUBLIC LIABILITY – Vendors/Exhibitors are required to:**
 - Provide evidence of Public Liability Insurance cover for \$20 million for the hire period.
 - Provide evidence of Public Liability Insurance cover in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party.
 - Provide a copy of the Certificate of Currency with the signed agreement form/quote.
 - Insurance must cover the type of event being held.
- b) **FOOD LICENCE**
 - Provide Food License (if applicable)
- c) **GAS CERTIFICATES**
 - All food vans that use gas onsite must provide a current gas certificate.

10. RISK MANGMENT

- a) **ACCIDENT, INJURY OR INCIDENTS – PUBLIC LIABILITY**
 - BBS have first aid officers on call at all times during opening hours of the show. It is the responsibility of the Vendor/Exhibitor to ensure there site is clear and safe of any obstructions, trip hazards and that there are no objects that may or can cause harm to patrons visiting there site during the show.
 - All accidents, injuries and incidents must be reported to the BSS and the first aid providers immediately. Under no circumstances is the exhibitor to provide assistance to the injured party or move/alter the area.
 - The Vendor/Exhibitor is required to ensure all spillages on floors are mopped and cleaned to prevent any slips, trips or falls.
- b) **QUEENSLAND BUILDING FIRE SAFETY REGULATIONS**
 - All exhibitors are to comply with the Queensland Building Fire Safety Regulations.
 - Where fire extinguishers and /or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of fee and may attract a penalty.
 - **FIRE REGULATIONS:** The installation of any fuel burning appliance using either liquid or solid fuel shall conform to the regulations available from the authorities. The use of LPG for cooking demonstrations shall comply with regulations available from authorities. Fire extinguishers and hose reels are located in strategic locations around the Show grounds.





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- c) **COVID-19 SAFE MANAGEMENT PLANS: AUSTRALIAN GOVERNMENT & QUEENSLAND GOVERNMENT PLANS, CHECKLISTS, DIRECTIONS & REGULATIONS**
- The vendor/exhibitor is responsible for ensuring they have all necessary COVID-19 Safe Management Plans and Checklists including Risk Management Assessments for the BSS Event and their 'Site'.
 - Exhibitors shall at all times comply with the Directions & Regulations now in force and issued by the Queensland Health, Environmental Health Unit: Scenic Rim Regional Council. Items sold must conform to Queensland Government Guidelines such as safety of showbags and toys/novelties and that of this list provided of QCAS banned items.
- d) **WORK HEALTH & SAFETY ACT 2011**
- Written and signed assurance is required from exhibitors, that any temporary structures, vans, equipment and any activity that takes place on or adjacent to your site complies in all respects with *Workplace Health & Safety Act 2011*. This includes but is not limited to testing and tagging of all electrical equipment and fitting of earth leakage detection devices if equipment is not double insulated. Four outlet power boards are allowable on the condition they have an overload facility. All leads must be tested and tagged and be clear of the ground and must not impede the flow of pedestrians and vehicles. You are also required to provide a written report of all accidents and/or dangerous occurrences.

11. BEAUDESERT SHOW SOCIETY INDEMNITY

- a) The BSS accept no liability for damages to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever.
- b) The BSS shall not be responsible for any damages claimed by any person or persons who may be injured whilst in the area allocated to the exhibitor, and the exhibitor agrees to indemnify the BSS in the event of any claim made against the exhibitor. The exhibitor shall provide the BSS with a copy of current Public Liability Insurance Policy covering the operation of the Show Space and goods sold from that space occupied.
- c) The BSS shall have full power to interpret and to make or amend these rules and regulations provided that such amendments and additions do not operate to diminish the rights reserved for the exhibitor or to increase the liabilities of the BSS.
- d) Failure of services. The BSS will use their best endeavours to ensure the supply of the services, but they shall not incur any liability to the exhibitor for losses, damages or expenses or otherwise if through strike, lockout, accident, force majeure or other cause beyond the control of the organisers, any such services shall wholly or partially fail or cease to be available nor shall the exhibitor be entitled to any allowance in respect of rental due or paid under this agreement.

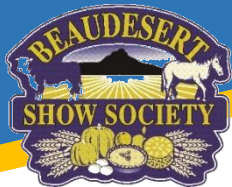
12. BREACH OF CONDITIONS

- a) In the event of the exhibitor infringing any of these conditions, rules and regulation then they will forfeit their space and all payments made by them.
- b) The exhibitor will remove at their own expense all goods, fixtures, fittings and all plant being the property of the exhibitor.
- c) The space must be left in a clean and tidy state.
- d) The BSS reserve the right to forward any exhibitors information onto QCAS informing them of any breaches to rules and payments while attending the Beaudesert Show.

13. BEAUDESERT SHOW SOCIETY CONTRACTS AND CONTRACTOR AGREEMENTS

- a) **ELECTRICAL** – The BSS have an authorised licensed electrical contractor. This contractor has permission to act on the behalf of the BSS to conduct checks of all exhibitors/vendors electrical equipment. If at any time does he deem that a site is not safe or causing electrical faults to occur, he may disconnect and place a defect notice on the vendors' site. The vendor must immediately complete the repairs require, at his/her own costs, to be able to continue working during the show.
- b) **PLUMBING & GAS** - The BSS have an authorised plumbing & gas licensed contractor. This contractor has permission to act on the behalf of the BSS to conduct checks of all exhibitors/vendors plumbing and gas appliances. If at any time they deem that a site is not safe and may bring harm to any person, he may disconnect and place a defect notice on the vendors' site. The vendor must immediately complete the repairs required at his/her own costs, to be able to continue working during the show.
- c) **Showmen's Guild of Australia (SGA)** - The BSS have a contract with the SGA, and have agreed to work within the MOU signed by QCAS and the Showmen's Guild of Australasia. Restrictions are set in regards to the selling of "Showmen's Food" classed as exclusive to the SGA and amusements i.e. rides, etc. within the set amusement area and an exclusion zone of 30 meters. The BSS reserve the right to restrict items being sold by vendors as per this agreement.





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LIST OF BANNED ITEMS AT AGRICULTURAL SHOWS

- × Drug Related Goods (including Cocaine Kits, Bongs etc.)
 - × Explicit and Hardcore T-Shirts
 - × Fake Cigarettes
 - × Fireworks – Crackers
 - × Fuel type Fire Lighters (Zippo)
 - × Horns and Trumpets
 - × Knives (including Pen Knives)
 - × Laser Pointers
 - × Metal and wooden Martial Art Nunchakus
 - × Playing Cards (nude or lurid)
 - × Pressure Pack Snow
 - × Pressure Pack Fart Gas
 - × Silly String
 - × Stink Bombs
 - × Bouncing Beans
 - × Shang-hi/sling shots
 - × Bomb Bags
 - × Fire Wallets
 - × Water Bomb
- Toy Guns are acceptable, *however the following are **not***:-
- × Ball Bearing Guns
 - × Eight Shot Caps
 - × Pellet Guns'
 - × Pop Downs (Throw Downs)
 - × Potato Guns
 - × Replica Guns (bullet type)
 - × Roll Caps
 - × Strip Caps
 - × Water Pistols over 150mm (6")
 - × Gel Blaster Guns

Samurai Swords, English Swords and Fencing Swords are to be sold in Sealed Packages by Licensed Traders ONLY

This list complies with Queensland Chamber of Agricultural Societies and the Federal Council of Agricultural Societies agreed list of banned items.

