

'THE AGREEMENT' TERMS & CONDITIONS FOR TRADE EXHIBITORS SATURDAY 23 SEPTEMBER, 2023



'The Agreement' with you is made up of your online application and these Terms and Conditions. As such the Conditions of Occupancy shall be deemed to be the agreement between the "Horsham Agricultural Society" and "The Exhibitor", as they relate to your participation in the Horsham Show. Failure to comply with the undermentioned clauses will result in the cancellation of your site rental contract and forfeiture of charges paid.

APPLICATIONS & SITE FEES - Information, charges including site fees, camping & staff passes, are all included in the online application form. All prices include GST. [**APPLY HERE**](#)

- Food Trucks, Showbag Vendors, Machinery Sites \$110 per 6m x 3m
- Commercial Trade Sites - \$88 (political parties, retailers, wineries) per 3m x 3m
- Market Stallholder - \$55 (Hobbyists) per 3m x 3m
- Service Club/Community Group Promotion - \$33.00 (service clubs, not-for-profit groups) per 3m x 3m

SITE ALLOCATION - Allocation of site is at the discretion of the Horsham Agricultural Society.

SHOWGROUND ENTRY - A single access point will be via Gate C (as shown on the map below).

STAFF PASSES - Sites are allocated with *two passes*. **Additional Staff Passes** (not including community groups) must be purchased on the application form for employees at a discounted rate of \$15 each for the Horsham Show. The Horsham Agricultural Society reserves the right to limit these. If more passes are required they must be purchased online at the concession rate. No additional passes can be sold after the commencement of the Horsham Show. Please contact the Show Office for volunteer passes.

BUMP IN VIA GATE C - All operators must be checked in by 9am, with the Andrea or Andrew the Site Manager once inside the grounds. On-site camping will be allocated adjacent to trade sites. All sites are required to be set up and ready for trade by 10.00am, Saturday 23 September. If you cannot operate effectively without your vehicle on site for stock purposes, please list in on the application form. However, this cannot be guaranteed.

Vehicle movement will not be permitted around the main showgrounds precinct after that time (emergency vehicles excepted and early pack ups). Parking will be available in the nearest car park (riverfront). **ALL SITES TO BE MANNED AT ALL TIMES.**

BUMP OUT VIA GATE C - The Show closes at 10pm. **Trade Exhibitors** may pack up any time from 5pm. **Local Laneway Market** stallholders may pack up at 3pm. Please nominate your times, as this affects the layout of the Show.

TRAFFIC MOVEMENT - Excluding authorized vehicles, there is to be NO vehicle traffic within the main showgrounds precinct between the hours of 10am and 3.00pm. For early departures, our traffic management operator will escort you from the precinct safely.

CANCELLATION POLICY - An administration fee of \$55 will be retained for cancellations made up to 3 weeks prior to the Show. Exhibitors cancelling sites less than 3 weeks before Show day will forfeit all fees if the allocated site. During the Show the Horsham Ag Society reserves the right to cancel any commercial site by notice served on an exhibitor. This permit cancellation may occur:

- In the event of an occurrence of happening which, in the opinion of the Secretary, justifies such action;
- If the Exhibitor is in breach of any of this Agreement;
- If the Exhibitor does not occupy the site(s) at the commencement of and during the time period requested in the application form.

The Society will not be liable to pay the Exhibitor any compensation, whether on the grounds of loss of profit or otherwise, or refund any money paid by the Exhibitor in respect of such cancellation.

CAMPING – Any site holder camping on the Showgrounds, must comply with the rules and regulations of camping.

SECURITY – Site holders are responsible for securing their tools, equipment and property adequately, as well as the personal property of their employees, as the Horsham Agricultural Society inc. accepts no responsibility for damage or theft. All entry/exit gates will be locked from 10pm Saturday night, should you wish to bump in on Friday.

INJURY REGISTER – All Site holders, animal handlers, contractors, volunteers & employees MUST fill in an Injury Register at the secretary's office in the event of near miss or actual injury of any description regardless of the severity.

SITEHOLDER INFORMATION - Please upload a photo of your business logo, product etc for us to use on our social media to promote your attendance at the Show.

LOSS OR DAMAGE - The Horsham Agricultural Society will not under any circumstances be held responsible for any loss of or damage to the stock in trade, etc. or any part thereof of any siteholder or exhibitor from any cause whatsoever.

INDEMNITY - The Horsham Agricultural Society will not be responsible for any accident which may be caused through or by the siteholder, or which may happen in connection with his/her business & the siteholder shall indemnify the Horsham Agricultural Society against any legal proceedings arising from every such accident.

PUBLIC LIABILITY - CERTIFICATE OF CURRENCY - A copy of the current Public Liability Policy held by each Trader/Exhibitor *must* be produced prior to the Horsham Show covering the dates of the Horsham Show for permission to enter to the Showgrounds and have access to your site. The Indemnity level should be a minimum of \$10M. Without proof of Public Liability coverage held by applicants for show sites, the Horsham Agricultural Society may reject access to Siteholders at its absolute discretion. Details of current Public Risk Insurance provided will be respected as private and confidential information.

BANNED ITEMS - In accordance with the Society's charter to promote a family atmosphere and entertainment, we request that site holders respect the spirit of this charter and refrain from selling and exhibiting items of explicit and obscene nature or items promoting or referring to prohibited substances. The Society reserves the right to request that a site holder remove any item deemed to contravene with this condition.

Items that are specifically banned in agreement with VAS Ltd and Victorian Showmen's Guild are as follows:

- Fireworks or Crackers
- Explicit and Hardcore T-shirts
- Explicit DVDs and Videos
- Fake cigarettes
- Fuel type fire lighters (Zippo)
- Iridescent hair spray

- Horns & Trumpets
- Knives of any description (including pen knives)
- Metal & Wooden martial art nun chucks
- Laser Penlights, Pointers and or Laser Toys
- Playing Cards – nude or lewd
- Pressure pack items including gas (all types) snow, silly string
- Water pistols (longer than 150mm)
- Water bombs, Stink bombs, bomb bags & fire wallets
- Toy Guns are acceptable however the following are not allowed
- Guns – pellet, ball bearing, bullet type, pop downs, cap, potato, gel blaster
- Caps – 8 shot, roll, strip
- Drug Related Goods (including Cocaine kits & Bong, etc)
- Samurai Swords, English Swords and Fencing Swords are to be sold in Sealed Packages by Licensed Traders ONLY.

These items may not be sold as part of the above agreement.

Please Note: It is the site holder's responsibility to ensure they are compliant with the laws in regard to the sale of novelty items, as per the current Dangerous Goods Act, and **that an illegal item is not displayed/sold at the Show. Banned or illegal items will be confiscated. The names of the Site holder's found selling banned items will be circulated to all other Societies and Police.**

Similarly, guns or toys (for sale or given as prizes) that fire projectiles or water including bow and arrows, or create noise which can be a public nuisance or frighten animals, excluding shooting galleries, are banned.

IT IS THE POLICY OF THE HORSHAM AGRICULTURAL SOCIETY INC. THAT ANYTHING THAT CAN BE USED TO CREATE INJURY OR NUISANCE TO PEOPLE OR ANIMALS IS BANNED FROM THE SHOWGROUNDS. VENDORS FOUND SELLING THESE ITEMS WILL BE DEALT WITH ACCORDING TO LAW, AND IMMEDIATELY REMOVED FROM THE SHOWGROUNDS.

SECURITY - If setting up on Saturday night, we recommend that where possible, sites be contained and locked within structure of site. However sites are all outdoors. All gates of the showgrounds will be locked but this does not guarantee theft. Camping onsite is recommended in this instance.

GENERAL CONDITIONS - ALL site operators at the Horsham Agricultural Show are required to cooperate with the Horsham Agricultural Society Inc. committee to ensure that they work in a healthy and safe environment.

Internet access and the provision of dividers, tables and any other display materials are the site holder's responsibility and cost.

The Society shall not be held liable for any loss or damage incurred by the site holder whilst on the show site.

The use of amplifiers or loud speakers by any site holder is prohibited without prior written approval of the Society. Music/audio products must be kept at a reasonable level.

In the event of the contact person nominated on the application form is unable to attend the Show, the Secretary's Office must be notified by phone and a new contact advised.

NO SMOKING within 10 metres of any eating place.

All volunteers & contractors must take reasonable care of their own health and safety and for anyone else who may be affected by their actions.

WORKPLACE HEALTH & SAFETY REGULATIONS - Upon signing the 'Agreement, Terms & Conditions' on the Application Form, you are guaranteeing that any temporary structures, vans, equipment etc. and any activity that takes place on or adjacent to your site, complies in all respects with Workplace Health & Safety Legislation. 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 and gas equipment must meet industry standards (see miscellaneous section).

All electrical equipment to have been tested and tagged within the 3 months prior to the show and appropriate for the job (heavy duty).

Trade site operators must not wilfully or recklessly interfere with or misuse anything provided for health and safety or wilfully place the health and safety of another person at risk.

All plant and equipment to comply with relevant legislation and standards, AS 3533.

All electrical cables are to be positioned so that they do not create a hazard. WorkSafe require cables to be either buried or suitably supported overhead. Cables to be buried must be underground to a depth of 150mm where vehicular traffic is present, other areas 75mm. Extension leads/ cords are not to exceed permitted lengths (Refer to C.O.P. Temp Electrical Installations Section 12 and AS 3199)

ELECTRICAL SAFETY—IMPORTANT! NOTICE OF COMPLIANCE and ELECTRICAL USEAGE FROM POINT OF SUPPLY

The Horsham Agricultural Society prefers that all Exhibitors, Operators of Show Amusements, Show Stalls or commercial activities use Electrical Safety Switches to be plugged in at all times at the 'Point of Supply'.

Under the Electrical Safety Act 2002:

When constructing and operating amusements and displays **IT IS COMPULSORY** to use electrical safety switches at the 'Point of Supply' and leads **MUST BE TESTED AND TAGGED**. This must be completed before your arrival. **The 'Point of Supply'** is the permanent location of power points (single and three phase) or similar type of connection connected to the Horsham Agricultural Society's electrical installations. **NO Double Adaptors or piggy back leads to be used at all**. At all times electrical leads **MUST NOT IMPEDE** the flow of pedestrians and vehicles. Leads will be checked at the Horsham Show.

A four outlet power board with an overload facility eg. Ringgrip or Kambrook is allowable if more than one x 10 amp power point is required. If requirements are different, our Site Manager must be aware of this to avoid an overload situation occurring.

Any mobile equipment is to be barricaded to the satisfaction of WorkSafe.

Exhibitors must comply with all Local Bylaws.

No holes shall be dug or any objects driven into the ground without approval of either the Site Steward or Show Secretary.

Tent pegs or any stakes shall be suitably protected to prevent any risk of injury.

The size of the site requested **MUST** be adequate to contain completely all the applicant's equipment. Trailers, towbars, guy ropes etc must not infringe on adjacent sites.

This layout is subject to change.

