

CONDITIONS FOR THE GRANTING OF SPACE TO EXHIBITORS

The Whyalla Show Society (referred to as WSS) sets out the following conditions for the granting of space to Exhibitors.

Payments

1. The Exhibitor shall pay all fees for Space and any other sums payable to the WSS in respect of the Show at the times and in the manner stipulated.

In the event of cancellation by the Exhibitor, the following cancellation fees will apply:

- 50% cancellation fee: July 16 to July 31.
 - No refund from August 1.
2. If payment of any sum due by the Exhibitor is more than seven (7) days in arrears, the WSS reserves the right to terminate or amend the contract and sell the Space, or any part of the Space, to another party or parties.
 3. All fees for Space etc must be fully paid for before occupying or constructing the Display. The WSS reserves the right to remove the Exhibitor's Display from the Space at the Exhibitor's cost should the Exhibitor gain access to the Space with any fees outstanding. The WSS will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of such action.
 4. No exhibitor shall sub-let part of their site.

Allocation of Space

5. The WSS reserves the right to allocate Space in the best interests of the Show, including the maximum, minimum and general dimensions of the Space.
6. The WSS reserves the right to refuse to allocate Space to any applicant that, in the opinion of the WSS, does not propose to mount a Display compatible with the aims, objectives, or conditions of the Show.
7. If an Application for Space is rejected, the initial payment of the fee for Space will be refunded in full.
8. The WSS reserves the right to amend or alter the exact site of any stand allocated should the need arise in the opinion of the WSS.

Construction & Operation of Displays (Including electrical matters)

9. Exhibitors will ensure the cleanliness and tidiness of the Space occupied. The WSS shall be the sole judge as to whether the Exhibit is in a clean and tidy condition.
10. Microphones, sound equipment and machine demonstrations will be permitted only where, in the opinion of the WSS, the level of sound causes no annoyance to neighbouring Exhibitors or visiting public.
11. No billboards are permitted in walkways or at any other location without the express permission of the WSS.
12. Exhibitors are only permitted to use the electrical contractor of the WSS, with all requirements directed to the Secretary of the WSS.
13. **Double adaptors are expressly prohibited.**

Multi way outlets with overload protection may be used. Extension leads must be located in such a way as to ensure there is no tripping hazard to the public, and that no safety hazard exists in the event of wet weather. The WSS reserves the right to take appropriate action, which may include the closing down of the Exhibitor, in the sole opinion of the WSS.
- 13a. **Power cables and extension leads must be pre-tested and tagged as per Australian standard 3760/2000**, which requires extension cords to be tested every 12 months.
14. Exhibitor's attention is drawn to the Regulations under the Occupational Health, Safety and Welfare Act, 1989, which requires that a hand held electrical appliance must incorporate an Earth leakage device in the circuit. This is the responsibility of the Exhibitor.
15. It is the Exhibitor's responsibility to take precautions to protect all perishables, computer links or such like in their Display that may be

affected by the disconnection, for whatever reason, of the electrical power service.

16. Indoor exhibitors will be responsible for any damage to floors or walls of a building or marquee caused by either themselves or their agents.
17. The WSS will provide carpeting of various colourings in the indoor stadium for the purpose of protecting flooring. This must not be removed. Should an Exhibitor wish to provide their own alternative covering designed to be colour co-ordinated with their Display, this request must be clearly stated at the time of submitting the Space Application Form.
18. Outdoor exhibitors must provide satisfactory shelters over their Space to ensure their Display is not affected by heat or rain. The interpretation of "satisfactory" is in the sole opinion of WSS.
19. Exhibitors must provide trestles, tables, etc., to ensure an "adequate" presentation of display goods. The interpretation of "adequate" is in the sole opinion of the WSS.
20. **All Displays** - including tent pegs and ropes, tow bars, trailers or vehicles, display material or goods offered for sale - **must be confined to the Space allocated**. No part of a Display shall protrude beyond the boundaries of the Space.

Exhibitors are not permitted to erect any overhead structure, sign, banner or the like over aisles or paths.

NB: Exhibitors should ensure that the Space they intend to seek is of an adequate size to comply with the above condition.

21. Exhibitors shall, at all times, comply with the Health Department regulations for the handling of food. The WSS and City Council Environmental Officers reserve the right to conduct spot inspections during the period of the Show and, if non-compliance of regulations is determined, further reserve the right to close or remove the Exhibitor until the non-compliance is rectified.
22. The WSS reserves the right to inspect any exhibit at any time, and to order the removal of any part of that exhibit deemed to be objectionable.
23. The WSS reserves the right to refuse any exhibit or part thereof and to require the removal of any exhibit without giving any reason.
24. The Exhibitor must move or alter any part of their Display that breaches any rule, regulation or condition of this agreement, or that the WSS deems to be prejudicial to the conduct of the Show or to other Exhibitors.

CONDUCT OF EXHIBITOR

25. The Exhibitor is required to maintain the dignity and atmosphere of the Show in its displays and demonstrations, and the Exhibitor agrees not to advertise, display or act in a manner which, in the opinion of the WSS, is either sexually or racially discriminating or demeaning or goes beyond generally accepted standard of conduct. This includes referring to the WSS in a way not acceptable on Social Media or TV/Radio Media. The Exhibitor must take steps to rectify any breach on instruction of the WSS.
26. The WSS reserves the right to reject any Display or demonstration and to take necessary steps to stop any disturbance or nuisance during the Show.
27. The Exhibitor is not permitted to conduct or permit to suffer to conduct any lottery, raffle, guessing competition or game of chance during the Show without the express consent of the WSS.
28. The Exhibitor shall ensure that the Display is open to view and staffed by competent representatives during the entire time the Show is open to the public.
29. The Exhibitor shall not close early on the Saturday or Sunday without the express permission of the WSS. Catering exhibitors should have access to adequate supplies to ensure they do not close early.

- **On Saturday, Exhibitors must be ready to open at 10am, and are not permitted to close before 9.00pm.**
 - **On Sunday, Exhibitors must be ready to open at 10am, and are not permitted to close before 3.00pm.**
30. The Exhibitor shall not exhibit products or conduct business from any area other than the allocated Space.
31. If the WSS, in its discretion, considers any practice of the Exhibitor to be objectionable, likely to discredit the Show, or likely to cause customer dissatisfaction, the WSS reserves the right to order the Exhibitor to cease the practice and/or quit the Space. The WSS will not be liable for any loss, including consequential loss, sustained by the Exhibitor as a result of such action by the WSS.

Delivery/Removal of Goods & Displays

32. The WSS accepts no responsibility for the safety of vehicles and their contents during the "move in" and "move out" periods.
33. The Exhibitor shall not dismantle or remove any part of the Display at any time during the days the Show is open to the public in accordance with Regulation 28.

Liabilities & Indemnities

34. The WSS accepts no liability for damage to exhibits by loss, damage, theft, fire, storm, strikes, riots, or any other cause whatsoever.
35. The WSS 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 WSS in the event of any claim made against it.
- 36. The Exhibitor must produce to the WSS a Certificate of Currency of Public Liability Insurance Policy endorsed to cover the Show period.**
37. The Exhibitor shall comply with legislative requirements in relation to worker's compensation insurance.
38. The Exhibitor shall be liable for any fines incurred by the WSS in the event that the fines/penalties relate to infringement of regulations by persons or companies engaged by the Exhibitor.
39. Insurance of goods and equipment is the responsibility of the Exhibitor to the extent of movement to, from and on site, from "move in" to "move out."
40. The WSS will monitor the main Showgrounds entrance and provide periodic patrols of the grounds overnight on the Friday and Saturday. However, Exhibitors should not interpret these actions as providing security guards to fully protect Exhibitor's goods. **NB:** The intent is to minimise the likelihood of theft, disturbances, etc. The WSS shall not be liable in the event of losses or damage caused through such thefts or disturbances.

General

41. Exhibitors must at all times comply with all laws and regulations as set down by relevant Authorities.
42. The WSS reserves the absolute discretion to refuse admission and to exclude or eject any person from the general area of the Show, whether or not that person is employed by, agents of, or associated with, an exhibitor.
43. No refunds will be made if the Show is affected by strikes, blackouts, riots, or any other cause whatsoever.
44. The WSS shall endeavour to meet all reasonable requests made by Exhibitors. However, decisions of the WSS are final and the WSS carries no obligation to provide reasons for such decisions.
45. The signing of the Space Application Form and payment of the due amount for Space requested in the form, is considered to be acceptance by an Exhibitor, or a prospective Exhibitor, of conditions contained herein.

Special Conditions & Information

46. **No glass beverage containers** are permitted on the showgrounds - cans or plastic only.

47. **No offensive weapons, or potentially dangerous items, may be sold or given away. WSS reserves the right to refuse the sales of wares deemed unacceptable. These may include: "silly string" or similar aerated "foam" products, water pistols, "supporter" horns, "sparklers" or any type of pyrotechnic type product, lasers or "exploding" type products or devices. NB: If in doubt and to avoid confusion, check with the Show Office for clarification of "unacceptable" items.**
48. **All Exhibitors using cooking facilities must provide an appropriate fire extinguisher.** The WSS reserves the right to close any site that fails to comply with this condition.
49. All Exhibitors are responsible for the maintenance of their own adequate change. The WSS does not carry supplies additional to its own requirements.
50. Food prices must be displayed prominently.
51. Non-adherence to any of the Conditions may jeopardise future Space allocation.
52. All sites receive **one** 15-amp power outlet. If appliances exceed 15 amps, extra power outlets must be purchased. The WSS reserves the right to disconnect power outlets to which an Exhibitor is not entitled or if the Exhibitor causes an overload.
- 53. Gas bottles, including helium, must be secured at all times and comply with Workplace Safety Standards. USE OF GAS BOTTLES MUST BE STATED ON THE SPACE APPLICATION FORM.**

Please ensure you read all rules carefully as the onus is on Exhibitors to be fully aware of the *Conditions* or other stipulations under which they must adhere.

The *Conditions for the Granting of Space to Exhibitors* is a very detailed document with more than 50 individual clauses. It has been prepared taking into account legal requirements, the comfort and convenience of the public, to minimise any likelihood of confusion or interpretation, and to help Exhibitors make the most of the Whyalla Show. If in doubt, please contact the Secretary for advice.

Special notes:

1. Space Applications will **be returned unprocessed** if they are not filled in accurately, in full, or if the appropriate payment and a Certificate of Currency of Public Liability Insurance Policy endorsed to cover the show period are not enclosed.
2. Exhibitors intending to stay overnight within the Jubilee Park grounds must pay the appropriate fee of \$15.00 per night, for each night **in advance**.
3. Dogs are allowed in the caravan area only and must be tied up or on a leash at all times.
4. Exhibitors, or their staff, must carry membership or traders tickets, which are not transferable.
5. Membership at \$20.00 admits one adult & 3 children 4yrs-15yrs & under for the duration of the Show. A second membership ticket is required for spouse or partner.
6. Extra trader's tickets can be purchased from the Show Office at \$15.00.
7. **Cancellation fees** will apply between July 16 and 31. **NO REFUNDS WILL BE GIVEN FROM AUGUST 1.**
8. Food handlers must ensure they comply with Health Department regulations.
9. All Exhibitors are responsible to maintain adequate change. The Show Society does not carry supplies additional to its own requirements.
10. **VERY IMPORTANT:**
On Saturday, Exhibitors must be ready to open at 10am and are not permitted to close before 9pm.
On Sunday, Exhibitors must be ready to open at 10am and are not permitted to close before 3pm.
Exhibitors are NOT permitted to trade outside of show opening hours without prior consent.

OFFICE HOURS

JUNE	Tues, Wed, Thurs 10am – 3pm
JULY	Tues, Wed Thurs 10am – 3pm
AUGUST 1- 16	Weekdays: 10am – 4pm
AUGUST 10 & 11	Sat & Sun 10am – 3pm
AUGUST 17 & 18	SHOW WEEKEND HOURS
AUGUST 19 & 20	Mon & Tues 10am - 4pm

Contractual Terms & Conditions

1. The Whyalla Show Society (WSS) and its designated servants and agents reserve the right to vary the Conditions for the Granting of Space to Exhibitors as may be necessary to comply with Government regulations or for the general efficient conduct of the Show.
2. The Exhibitor agrees to comply with all contractual conditions and other conditions.

3. Payment & Terms

The Space application form **MUST** be accompanied by:

☞ A **Certificate of Currency of Public Liability Insurance Policy** endorsed to cover the show period.

☞ **Full payment** for space, membership and/or traders tickets, extra power points and caravan site fees.

The first allocation of sites will be after closure of the early bird discount. Successful applicants will be advised as quickly as possible. **Only Exhibitor's who have complied with the above will be considered.**

In the event of any Application being rejected, a full and immediate refund will be made.

FAILURE TO COMPLY WITH CONDITIONS:

Additional payment of a significant security bond.

Any Exhibitor who fails to comply with the *Conditions for the Granting of Space* and any other regulations - with particular regard to late opening or early closure on either day; and the sale of goods that contravene with the policy of the WSS, will be subject to:

An additional payment of a significant pre-paid bond to attend future Whyalla Shows, and/or, Future Applications being rejected

Default of the bond in full or part, will cover damage to any part of the pavilions or show grounds, failure to staff the stand during the designated times each day, dismantling or closing the stand early, or leaving the site in an unacceptable manner.

Therefore, Exhibitors who, in the sole opinion of the WSS, have failed to comply with the above conditions at a previous show may be requested to include a security bond payment to attend future shows. Such additional payment will be advised on receipt of your application.

4. The Exhibitor is responsible for all insurances in respect to Public liability, property damage or theft and personal injury arising in connection with the Exhibitor's display area, howsoever caused directly or indirectly by him/her or any agent, contractor, servant, employee or invitee of his/hers.

The WSS shall be under no liability for any claim, action or demand arising from any claim whatsoever.

GST COMPLIANCE

All costs and fees referred to include GST, unless otherwise stipulated. Upon receipt of the *Space Application* form and its acceptance by the WSS a Tax Invoice/Receipt will be issued with all legally required information.