



**BRINGING COMMUNITIES
TOGETHER – SA'S LARGEST
REGIONAL SHOW**

Gawler Agricultural, Horticultural & Floriculture Society Inc

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**COMMERCIAL EXHIBITOR - GAWLER SHOW
CONDITIONS OF OCCUPANCY
TERMS AND CONDITIONS**

Interpretation

1. In this agreement the Gawler Agricultural, Horticultural & Floricultural Society Inc ("Society") is 'we', 'us' and 'our'. The Exhibitor is 'you' and 'your' and includes your employees, servants and agents.
2. Amusement Device means all rides and games, including rides or tests of skill and/or strength to the public, sideshows, novelty stand etc.

Operative Conditions

Grant of Licence

3. This agreement sets out the terms and conditions upon which we grant you a Licence to occupy an exhibit site in order to participate in the Gawler Show (Show) (Licence).
4. These Terms and Conditions are to be read in conjunction with the Schedule A (Catering), Schedule B (Amusement Suppliers), Schedule C (Show Bag Suppliers) and the current version of the Commercial Exhibitors Guide
5. We reserve the right to amend the terms contained within the Commercial Exhibitor Guide annually.
6. This agreement replaces all previous representations and agreements.
7. In the event of any inconsistency between this agreement and the Commercial Exhibitors Guide, the terms of this agreement will prevail. In the event of any inconsistency between this agreement and the Schedules to this agreement, the Schedules will prevail.

Our rights and responsibilities

Revocation of Licence

8. We can immediately revoke this application and grant an application to another applicant/s if you do not:
 - 8.1. comply with any of the conditions of occupancy under this agreement;
 - 8.2. sign and return a copy of this agreement to us within 14 days of receipt;
 - 8.3. pay in full all fees by the relevant due dates.
9. If the application is revoked in accordance with clause 9, any moneys paid by you for the exhibit site/s at the time of revocation will be forfeited to us.

Removal from the Showground

10. We reserve the right to:
 - 10.1. remove from the Showground any exhibit or product or to close down any activity which in our opinion is objectionable;
 - 10.2. eject from the Showground any exhibitor who is the proprietor of or any person employed in connection with any such exhibit or who is guilty of conduct which in our opinion is objectionable or may be detrimental to our interests.
11. We will eject you from the Showground and you will forfeit any money paid to us for your exhibit site/s, if any activity conducted by you on the Showground is:
 - 11.1. declared by any competent authority to be illegal; or

11.2. contravenes in any way clauses 6-28 of this agreement.

12. If we take action under clauses 9, 11 or 12, no person has any right of action or claim for damages costs, expenses or otherwise against us in respect of any such action.

Amendment to size or location of exhibit site

13. We reserve the right to:

- 13.1. amend or alter the exact size or location of the site/s assigned to you due to unforeseen circumstances and undertake to provide you with notice of any amendment or alteration as soon as practicable; and
- 13.2. you undertake to agree to any such amendments or alteration and to co-operate in the implementation of the change.

Alter dates of the Show

14. We reserve the right to postpone or amend the stated dates of the Show to a date which is, in our opinion, most applicable for such a Show, utilising this right only where circumstances necessitate such action, and without any liability to us and the sponsors for any losses, damages or expenses which you may incur as a result.

Best endeavours to supply

15. We will use our best endeavours to ensure the supply of the services mentioned in this agreement but will not be liable for any losses, damages or expenses arising out of total or partial failure of such services caused by a cause beyond our reasonable control.

16. In such event of a total or partial failure of any services you will not be entitled to a refund of any moneys paid nor will you be relieved of the obligation to pay any amount due under this Licence. We will not be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by you.

Your rights and responsibilities

Cancellation or withdrawal from Show

17. If you cancel or withdraw from the Show for any reason within thirty (30) days or less of the stated commencement date of the Show, you will be liable to us for the full amount of your application, if the site cannot be reallocated, at the same price, to another exhibitor.

Price and payment

18. The application fee must be paid in the amount and at the times specified in the application.

19. You acknowledge that where payment is due and you fail to pay on time, we reserve the right to refer the account to any collection agency or legal representative of GAHFS for collection and you will be liable for all costs and expenses incurred by us in connection of the recovery of the overdue amount.

Exhibitor to abide by Show Rules and Regulations

20. You must abide by the Show rules and regulations in the Commercial Exhibitor Guide and our rules and regulations. All of these rules and regulations form part of this agreement and are available from us upon request.

21. If you are an Amusement Device operator, you must comply with the additional terms set out in Schedule A.

22. You must abide by all Conditions as set out in the Code of Conduct.

Move-In process

23. You are permitted to go into possession of your exhibit site/s before the commencement of the Show to prepare the exhibit/s, as specified by the 'Move In' procedures as defined in and set out in the Commercial Exhibitor Guide. All stands and exhibits must be completed before 9 a.m. on the first day of the Show and any stand not occupied and staffed at this time to our satisfaction will revert to us.

24. You are responsible for your own safety and for the safety of other users of the Showground at all times during the Move-In period and must comply with the rules set out in the Commercial Exhibitors Guide.

Occupation of the exhibit during the show

25. During the Show you must:

- 25.1. only use and occupy the exhibit site/s assigned to you solely for the purpose stated in your application.
- 25.2. not sublet your exhibit site/s or any portion of your exhibit site/s or assign any of your rights under this Licence without written approval from us.
- 25.3. not conduct or operate any gambling, game/s of chance and/or dispose of any property by lot or chance without our prior written approval.
- 25.4. not bring any animal except that forming part of an authorised act onto the Showground without our prior written approval.

26. You must not bring or permit to be brought onto the exhibit site/s:

- 26.1. anything or do or permit any activity which may be or become offensive or dangerous or give rise to undue noise or smell; or
- 26.2. any item or material not specifically detailed in the application as being permitted; or
- 26.3. anything listed in the Commercial Exhibitor Guide as a restricted or prohibited item or activity; or
- 26.4. anything which in our opinion may cause annoyance or offence or may constitute a danger to members of the public or other exhibitors.

Operation of exhibit

27. You must at all times:

- 27.1. ensure no rubbish is left at the exhibit site/s and that any rubbish is disposed of as directed by us;
- 27.2. ensure there is no damage to any areas of the exhibit site/s;
- 27.3. not obstruct or interfere with aisles, passageways, entrances, exits or emergency equipment at the Showground;
- 27.4. not give away or sell any food and beverage without our prior written consent;
- 27.5. not supply, either by give away or sale, any liquor without our prior written consent and without the requisite Liquor Licence being in place.
- 27.6. only use approved contractors and facilities for the provision of services to you which meet our required standards;
- 27.7. comply with all directions of our authorised staff, security, police or emergency services;
- 27.8. conduct your exhibit at and strictly within the confines of the exhibit site licensed to you under this agreement and not distribute any handouts, printed matter or any other material from any location outside the confines of your exhibit site;
- 27.9. ensure any tickets issued to you are used correctly and are not copied or misused in anyway.
- 27.10. only use audio visual, equipment demonstrations or other sales presentations or getting attention devices which do not disrupt neighbouring sites or impede crowd movement. We will determine appropriateness in our sole discretion.
- 27.11. if your exhibit site/s will be sponsored by, or likely to be sponsored by, another person or organisation, you must disclose this in your application and obtain our written approval prior to the Show.

Move Out

28. Removal of exhibits or parts thereof from the Showground before the closure of the Show is expressly prohibited.
29. All exhibits must be removed from the Showground before the prescribed time, as set out in the Commercial Exhibitors Guide.

Insurance

30. Catering and Trade Exhibitors must:

- 30.1. take out public and product liability insurance to a minimum of \$20 million for any one occurrence throughout the period of the Show as specified in the Commercial Exhibitors Guide with the period of insurance covering Saturday 24th August 2019 and Sunday 25th August 2019;
 - 30.2. comply with the terms of the insurance policies;
 - 30.3. provide us with evidence of currency of the insurance policy by 31st July, together with details of the terms of the insurance policy including any specific exclusions and any limits of liability per claim or occurrence;
 - 30.4. comply with all other requirements relating to insurance as contained in the Commercial Exhibitors Guide.
31. Those operating Amusement rides, game of chance or skill must:
 - 35.1 adhere to all items as set out in 34.1 to 34.4
 - 35.2 provide a current copy of the Work Safe SA Inspection Report
 32. We accept no liability for any damage to exhibits by loss, fire, water, theft, storms, strikes, riots, or any other cause whatsoever. You are responsible for your own security and property insurance. You acknowledge that our security arrangements do not cover surveillance of your stands.

Warranties and indemnities

Intellectual Property

33. You warrant that you will not sell goods at the Show which are in any way a misrepresentation or an infringement of another person's intellectual property rights. You indemnify us from and against any claims, damages, losses and costs suffered or incurred by us which arise from any breach of this clause 37.

Entry at exhibitor's own risk

34. Entry to the Showground is entirely at your risk. It is a condition of entry that we shall not be liable for any loss, damage or injury to or caused by you. All exhibits are accepted on the basis that you will indemnify the Society against any loss, damage or injury that may be caused in any way by an exhibit or entry pursuant to the regulations or the applicable site or application or other agreement.

Indemnify the Society and its officers, employees, members etc

35. To the maximum extent permitted by law, you must indemnify and keep indemnified us and our officers, employees, members and agents from and, against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which we are, or may become, liable in respect of or arising from:
 - (a) loss, damage or injury to any person in connection with the exhibit or the relevant event;
 - (b) without limiting sub-clause (a) loss, damage or injury to any other exhibit or exhibitor, his or her family, invitees, agents, or to our property, or our members, or to the general public, caused or contributed to or by any act or omission of an exhibit of you, your family, invitees or agents; and
 - (c) without limiting sub-regulation (a) loss, damage or injury to the exhibit, or you, your family, invitees, or agents caused or contributed by an act or omission of an exhibit of yours or by the transportation, feeding or housing of an exhibit of yours.

Miscellaneous

Cancellation of Show

36. If for any reason whatsoever, the Show is not held, the Licence will be deemed cancelled and we will return all moneys paid by you to us for this Licence. We will not be liable for any expenditure or loss including consequential loss incurred or sustained by you as a result of the cancellation.

Waiver

37. A waiver of any right, power or remedy under this application must be in writing and signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

38. The fact that we fail to do, or delay in doing, something that we are entitled to do under this application does not amount to a waiver.
39. The granting of this application does not constitute any tenancy or letting of any portion of the Showground but constitutes an agreement only to occupy such portion of the Showground for such time and for such purpose only and subject to such conditions as are set out in your application.
40. In addition to any other right or remedy which we may have on breach of any of the conditions in this agreement we may revoke the application and such revocation will not give rise to any claim against us for damages, costs, expenses or otherwise.

Inconsistency

41. Where the terms, rules and conditions of your application conflict with any of the terms, rules and conditions incorporated into the application by the express terms set out in this agreement will prevail.

Governing law and jurisdiction

42. These terms and conditions will be governed by and construed in accordance with the laws of South Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any other basis.

Privacy

43. You agree to give us your consent under privacy laws to:
- (a) use your personal information for internal purposes, including accounts processing, exhibitor analysis and event invitations;
 - (b) give your personal information to exhibition contractors, local newspapers and our members to develop our exhibition business and services.

Severability

44. Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Joint and Several Liability

45. If you are more than one person, each reference in this agreement to you is to be treated as a reference to each of those persons individually, and to each of them jointly with any one or more of the others.

Time of Essence

46. Time is of the essence in relation to all your obligations under this agreement.

Assignment

47. You may not assign any interest under this agreement without our prior written consent.
48. This agreement continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this agreement.

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Please return signed copy to the Show Office within 14 days of application

Gawler A, H & F Society Inc

Att: Secretary

PO Box 116

GAWLER SA 5118

Email: trade@gawlershow.org.au

Print Name

Organisation

Signed

Date