



# THE MUSTER

Rodeo & Music Festival | 13 April 2024

**SITE RULES & REGULATIONS**

## COMMERCIAL EXHIBITOR'S TERMS & CONDITIONS

The exhibitor will complete an application form for a commercial site and on its acceptance by the Royal Agricultural Society of WA (RASWA) the following terms and conditions will apply to the licence.

Please note RASWA reserves the right to alter or amend, at its sole discretion, the Rules and Regulations by notice in writing delivered to the exhibitor.

### DEFINITIONS

In these Rules and Regulations and unless the context otherwise requires:

- a. “**exhibitor**” means a person, business, organisation or group that sells or promotes their work or products. It includes exhibitors in pavilions, exhibitors in open areas, exhibitors who operate retail site/s, caterers, sideshow, games, rides and attractions operators;
- b. “**licence**” means a short term licence of a site in the Showground granted by RASWA to an exhibitor;
- c. “**site agreement**” means the site agreement for a site in the Showground granted by RASWA to an exhibitor;
- d. “**event**” means the 2024 The Muster;
- e. “**RASWA**” means Royal Agricultural Society of Western Australia;
- f. “**Showground**” means the Claremont Showground, Claremont, Western Australia;
- g. “**site**” means that part of the Showground which RASWA has granted an exhibitor a licence agreement to use;
- h. “**stand**” means an exhibitor’s display, premises, temporary building, tent, sideshow, attraction or other improvement erected by an exhibitor; and
- i. “**common area**” means an area that is utilised by exhibitors and public, including pavilion aisles, walkways, streets and grassed or paved areas.

Please read the relevant area relating to your site on the following pages.

Please note the timeline indicating key dates to remember (page 6).

## CATERING OUTLETS

### Health inspection fees will apply to all food and sampling sites.

Exhibitors who operate catering stands must:-

- a. be a registered food business with their local Council. A copy of the registration must be displayed in the outlet and a copy presented to RASWA prior to **Monday 29 March**.
- b. not open their stands unless the above mentioned certificate of registration has been issued.
- c. if provided with a seating area keep the tables clean and the area clear of rubbish.
- d. clearly display on their stands, in a form easily understandable by members of the public, a price list of all goods offered by them for sale. Handwritten signs will not be acceptable unless authorized by RASWA. All food price lists are to be returned with the site application form.
- e. be Foodsafe accredited. A Foodsafe seminar is offered by RASWA prior to the event. Information found at <https://www.claremont.wa.gov.au/Services/Health-Services#FoodSafety>.
- f. have an ingredient list available for all foods. All allergens, nuts etc. must be clearly identified.

Exhibitors who operate food sites must dispose of all their food rubbish themselves into the RASWA bins after the event closes each night (check with Asset Services to ascertain which bins may be used for this purpose).

Floors are to be kept clean and clear of rubbish throughout the day and all crates and cardboard boxes are to be flattened, kept inside the premises during the day and placed outside your site **after the event has closed** for pick-up by the RASWA cleaners.

Fat or cooking residue **cannot** be poured into the RASWA sewer or waste system. Where available, operators must be connected to an approved grease trap or utilise the services of a Fataway bin.

Exhibitors must remove all stored fats from the Showground by **Monday 15 April 2024**.

## RETAIL SITES

Exhibitors in open areas may dispose of their rubbish in the bins provided by RASWA but must store empty flattened cartons within their stands in a clean and tidy fashion and only dispose of those cartons after closing time each day, by placing the flattened cartons outside their stand.

Sites must be vacated and cleaned. Removal of waste by RASWA or cleaning and/or restoration of the site will be charged to the exhibitor.

## SIDESHOW

Operators must clearly display on their stands details of ride/game costs and rules of the ride/game and any restrictions on patrons in accordance with AS3533. Disputes between patrons and operators concerning the interpretation of rules will be decided at the discretion of RASWA. All ride/game prices are to be made available to RASWA by **Friday 19 March**.

Exhibitors must strictly monitor and control the level of noise emitted from their site/s to a level which is acceptable to RASWA in its absolute discretion.

Repair of grass from diesel or other spills will be on-charged to the exhibitor. Sites not vacated by

**Monday 15 April 2024** will attract a daily fee of \$250.00 plus GST.

## KEY DATES

EXHIBITOR	TASK	DURATION	START	FINISH
Caterers	Set up / Bump in	1 day	12/04/24	12/04/24
Retail Sites	Set up / Bump in	2 days	11/04/24	12/04/24
Sideshow	Set up / Bump in	2 days	11/04/24	12/04/24

Caterers	Breakdown	2 days	14/04/24	15/04/24
Retail Sites	Breakdown	2 days	14/04/24	15/04/24
Sideshow	Set up / Bump in	2 days	14/04/24	15/04/24

**Any exhibitor still on site by COB Monday 15 April 2024, will be issued a daily \$250 plus GST administrative disruption fee.**

## EXHIBITOR PASSES

Passes will be available for collection from the Event Office during bump in, provided all site fees have been paid and all required documentation submitted.

## 1. ACCIDENT REPORTS

**Contact number to report accident reports will be provided within the bump in details.**

Exhibitors must complete the RASWA Accident/Incident Report in respect to any accident, incident or near miss which has or could have resulted in an injury of any nature or kind to a person or damage to property.

A copy of the Accident/Incident Report is contained in Annex B. Further copies are available from RASWA.

**REPORT IS TO BE DELIVERED TO THE COMMERCIAL DEPARTMENT WITHIN ONE HOUR OF INCIDENT OR IF SERIOUS IMMEDIATELY TO THE CEO.**

**Please complete the form and return to:**

Email [howdy@themuster.com.au](mailto:howdy@themuster.com.au)

## 2. AISLES/ROADS/EMERGENCY EXITS

Common areas are for use by everyone. Please ensure you keep them free of vehicles and stock. Safety laws require that exhibits be kept out of or from extending into the aisles/roads or across emergency exits.

## 3. ALCOHOL & DRUGS

Drinking of alcohol on the Showground, other than in licensed areas, is prohibited. The taking of illicit substances is also strictly forbidden on the Showground.

## 4. ALTERATIONS

Exhibitors shall not paint, change, alter or tamper with any RASWA property, including buildings, signs, piping, locks, conduits, electrical or gas connections without approval and/or supervision by RASWA management.

## 5. APPEARANCE

The exhibitor is totally responsible for the maintenance and attractive condition of their exhibition site. Sites must be cleaned and in an attractive condition 15 minutes prior to the official opening time. All storage boxes or cases must be kept out of view of the public.

**HAND WRITTEN SIGNAGE IS NOT ACCEPTABLE ON SITES, UNLESS OTHERWISE APPROVED BY THE RASWA.**

Items for sale must not be displayed at ground level.

Any item that does not enhance the appearance of an exhibition site - e.g. drink cans, food containers and miscellaneous sundry items should become part of the site's "backstage" area.

RASWA reserves the right without limitation to restrict the use of lights, microphones, demonstrators or give-aways which in the sole judgement of RASWA detract from the overall appearance of the area and/or interfere with traffic flow or block neighbouring exhibitors. No exhibitor will be permitted to obstruct the view, traffic flow or exposure of any other exhibitor.

## 6. APPLICATIONS FOR SERVICES

Exhibitors who require power to be supplied to their site/s must complete an electrical installation application form and return that form to RASWA by no later than **5.00pm on Friday 29 March 2024**. Details of items to be connected to RASWA's power must be listed. Late application may result in extra fees, delays to connection and/or no service being provided.

Exhibitors who require water to be supplied to their site/s must complete a water supply and plumbing work application form and return that form to RASWA by no later than **5.00pm on Friday 29 March 2024**. Late application may result in extra fees, delays to connection and/or no service being provided.

## 7. APPLYING FOR A COMMERCIAL SITE

Applicants must complete, sign and date an application form for review.

All applications are given equal consideration based upon available sites and the exhibitor's ability to:-

- a. set up an attractive, professional looking display.
- b. offer a unique product of good quality.
- c. meet financial responsibilities and all contractual obligations.
- d. conduct business in an ethical and professional manner.

Any exhibitor who has not met their financial commitments or legal provisions to RASWA prior to the event may be excluded from participating in the event without any further notice by RASWA, who may then allocate that site to other exhibitors. Any monies paid will be forfeited.

Sites requested will not be confirmed without payment of a 50% deposit calculated on the site fee.

Sites will only be held for a maximum of 72 hours without a signed application. Deposits not paid within 5 days of signed agreement will forfeit site.

Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognised as a condition for participation. No undertaking can be given with respect to exclusion of competition.

RASWA will attempt to honour all requests for sites to the best of its ability, taking into consideration:-

- a. the date your application form was received.
- b. the compatibility of various exhibits and exhibitors with one another.

In order to maintain a product balance and as a means of encouraging new products, it sometimes becomes necessary for RASWA to deny site requests when too many vendors wish to exhibit or sell the same or related products.

Some applications cannot be accepted because of specific size and/or physical requirements, site availability or if the application is received too late.

Notification by RASWA of application acceptance or denial is given as soon as is practical, however, the process of assigning sites goes on until commencement of the event as site assignment adjustments are made and as site cancellations are received and then filled.

Acceptance of any application is at the sole discretion of RASWA and does not imply endorsement by RASWA of the exhibitor's produce or services, nor does rejection imply lack of merit of same.

The site provided will be shown on the floor or ground plan insofar as possible, but RASWA reserves the right to make changes at any time to the location, size and display limits of any site, if this is in the best overall interest of the event. Participation is limited to the site allocated.

## **8. BINS AND RUBBISH**

RASWA cleaners will empty all bins during the event. For stall holders, please ensure that any cardboard boxes or larger items of rubbish are broken down and left outside of your stall once the event has closed for collection.

When the event is over, site holders must remove all their property and any rubbish on their site/s and make good, to the satisfaction of RASWA any damage caused by their occupation. Failure to do so will result in any restoration and or rubbish removal costs being charged to the exhibitor.

## **9. BUILDINGS**

Permanent buildings and temporary structures are only to be painted and/or decorated, prior to the commencement of the event, upon written approval by RASWA.

## **10. CARAVANS/CAMPING/NIGHT ACCOMMODATION**

Exhibitors must not reside, camp or sleep, nor permit any person to reside, camp or sleep on their site/s or in the Showground at any time during the event.

## **11. CHEMICALS/INFLAMMABLES**

Exhibitors must not store any chemical or inflammable substance within their site/s or on the Showground without permission from RASWA in writing. Where permission is given items must be stored in accordance with the Occupational Safety & Health Regulations 2022.

## **12. CLEANLINESS**

All exhibitors are responsible for the cleanliness of their site/s and their immediate areas. Sites are to be kept clean and free of rubbish. All items such as boxes, crates, kegs or canisters shall be screened or covered from public view.

The premises shall be kept free of objectionable noises, odours or nuisances.

## **13. CLOSING NIGHT SCHEDULE AND PROCEDURES**

### **Closure of event**

The event main exhibits will close at **11.00pm on Saturday 13 April**. Neither stock nor stands may be removed **before 11.30pm on Saturday 13 April** unless by negotiation and written approval by the Commercial Department.

## **Removal of exhibits**

The Showground will be open between the hours of **7.00am and 5.00pm on Sunday 14 April** for those exhibitors who wish to remove exhibits or dismantle stands.

Dismantling of stands will continue on **Monday 15 April from 7.00am to 5.00pm** at which time ground security will cease.

If an exhibitor has not removed all of their stands and property by the stated time, RASWA may remove those items and those items will at RASWA's discretion become the absolute property of RASWA and may be disposed of as RASWA thinks fit at the cost of that exhibitor.

## **14. COMPETITIONS/RAFFLES**

Exhibitors must not conduct any competition, or offer any prize or award without the prior written approval of RASWA. If approved, exhibitors must conduct that competition or offer that prize or award strictly in accordance with terms of the approval given by RASWA.

## **15. CONFIDENTIALITY**

Each party agrees not to disclose information relating to this Agreement that is not publicly available (including the existence or contents of this Agreement) except:

- a To any person in connection with an exercise of rights or a dealing with rights or obligations under this Agreement;
- b To officers, employees, legal and other advisors and auditors of any party;
- c To any party to this Agreement or to any Related Entity of any party to this Agreement, provided the recipient agrees to act consistently with this clause;
- d With the consent of the other party; or
- e As allowed or required by any law or stock exchange.

Each party consents to disclosures made in accordance with this clause.

Related Entity has the meaning it has in the Corporations Act.

## **16. CONSENTS**

RASWA may in its absolute discretion, withhold its consent to any matter requiring consent under these Rules and Regulations without specifying any reason.

## **17. CONSTRUCTION OF STANDS**

Exhibitors are to complete the construction of their stands to the standard required by RASWA in its absolute discretion by **9.00am Saturday 13 April**.

Exhibitors must construct their stand in accordance with Australian Standards.

Exhibitors must, prior to commencing any construction of a stand, obtain all necessary approvals, licenses or permits required by any local government or relevant authority in respect of the construction of that stand.

Except for the limited use of polystyrene in small signs with RASWA's prior approval, exhibitors must not construct their stands.

Exhibitors must ensure that their stands are constructed in such a manner to ensure that the RASWA electricians have, at all times before, during and after the event, adequate access to power and switchboards located inside or near their stands.



Exhibitors must ensure that their stands do not obstruct access to any fire hose, fire hydrant, fixed fire extinguisher or emergency exit on or near their site/s.

Except with the prior written approval of RASWA, exhibitors' stands must not exceed three metres (3m) in height.

Exhibitors must not construct their stands in any area of the Showground other than on their site and must ensure that any structure is aligned with the normal building line. Exhibitors must construct a marquee that complies with structural requirements. **No scissors leg or pop up marquees will be allowed.**

Without limiting the above clause, exhibitors must not, without the prior written approval of RASWA, permit any part of any structure, including guy ropes and supports, or awning erected on their site to protrude over the boundaries of their site or beyond a kerb line or demarcated road edge where no kerbing exists.

The Showground carries underground power, water, gas, reticulation, coaxial and telephone cables. The RASWA Asset Services Department must be contacted and written permission must be obtained from them prior to any hole being dug or any stake being driven into the ground on the Showground. Should you damage any service installation, without prior consultation on location, repair costs will be recovered from you, the exhibitor.

Exhibitors remain liable for any damage caused by their activities until they have effected repairs or have paid for any repair work done by RASWA.

Exhibitors must adhere to all statutory regulations and laws relative to the construction and occupation of their site.

## **18. COOKING DEMONSTRATIONS**

An exhibitor must not give a cooking demonstration unless it has notified and obtained the prior written approval of RASWA for the proposed demonstration. Products from demonstrations may not be sold. If samples are handed out health inspection fees will apply.

## **19. DEFAULT**

If an exhibitor does not observe, adhere to and/or perform any of the covenants, agreements and obligations contained in the exhibitor's licence agreement or these Rules and Regulations, which it is required to and does not remedy that default immediately or within a reasonable period of time - as set by RASWA or being requested to do so by RASWA, RASWA may terminate that exhibitor's licence agreement. On termination the exhibitor must close his stand and promptly remove all his property from the Showground and make good to the satisfaction of RASWA any damage caused by that removal.

An exhibitor in default must pay all costs incurred by RASWA in respect of that default. No refund of licence fees will be made.

## **20. DEMONSTRATION AREAS**

Demonstration areas must be organised within the exhibition site so as not to interfere with any traffic aisle and sample or demonstration counters or tables must be placed a minimum of 600mm back from the front line of the stand.

Exhibitors are not permitted to extend with staff, signage or equipment outside of their allocated site.

Should spectators interfere with traffic flow in the aisle and/or overflow into neighbouring sites, RASWA will have no alternative but to request demonstration or sampling to cease.

## 21. DOGS/ANIMALS

Animals are not permitted within the Showground except when entered for exhibition purposes or under the control of a Police or Security Officer. Seeing eye dogs are permitted when accompanying a visually impaired person, unless written approval has been given by the Commercial Department. Animals may be permitted at the discretion of the Event Sales Manager.

## 22. DRESS AND PRESENTATION

Exhibitors must ensure that all employees on their stands are cleanly and neatly dressed in accordance with health standards as applicable.

Exhibitors will maintain all equipment, trailers, stands, booths or displays in a neat and orderly manner and provide adequate skirting to screen the underneath, rear and back storage from the public view.

## 23. ELECTRICAL AND PLUMBING INSTALLATIONS

**All caterers must provide in writing a full equipment list for operation during the event.**

**Power will not be supplied to any exhibitor who has not complied with these regulations.**

General exhibitors who propose to operate heavy load electrical equipment must promptly provide RASWA with details of that equipment and the level of electricity required.

- a. The use of double adaptors is not permitted.
- b. Multi-way outlets (power boards) with overload protectors must carry a current test tag.
- c. The use of radiators or heaters is prohibited.
- d. Exhibitors must not connect to more than one power source per site. If RASWA cannot provide an exhibitor's total power requirement, that exhibitor must at their own cost, in accordance with RASWA directions and requirements, install an independent generator to satisfy that exhibitor's total power requirements.
- e. Exhibitors must not install three phase power equipment without obtaining the prior written approval of the RASWA electrician.
- f. Exhibitors must not install any power installation drawing more than 10,000 watts or any motor of greater than or equal to 10 horsepower, to the RASWA electrical system.
- g. Exhibitors must only install power points and switches of double pole type.
- h. Exhibitors must ensure that all electrical work on their site/s is carried out by a licensed electrical contractor in compliance with (Australian Standards AS3000 and AS3001).
- i. Exhibitors must promptly deliver to the RASWA electrician, Western Power forms 14 and 15, detailing all electrical work done on their site/s.
- j. Where stands are constructed in front of power and switch boards access must be made available to the RASWA electricians at all times.
- k. Exhibitors must have all electrical appliances, extension cords, power boards and lights tested and tagged. A validated tag must show the date that it was tested, the name of the person who tested it and that person's electrical workers licence number.
- l. All sites must be fitted with Residual Current Devices (RCDs) as required under (Occupational Safety and Health Amendment Regulations 1997). Your qualified electrician will be able to provide detailed recommendations.

- m. Exhibitors who are authorised by RASWA to park a caravan or other mobile equipment on their site/s must obtain and at all times display in a visible place on the caravan or mobile equipment a current Western Power compliance certificate for that caravan or mobile equipment and must pay to RASWA all electricity, gas and other power charges assessed, charged or incurred in respect of that caravan or mobile equipment.
- n. All permanent buildings will be fitted with a metered power board.
- o. Exhibitors who erect a temporary building on their site/s must ensure that the building is fitted with  
a caravan inlet socket with a weatherproof flap:
- near the top of the rear wall or top rear corner of either side wall of the building so that a supply cable may be connected and removed from the outside of that building.
  - with a suitable attachment point so that a flexible supply cable can be secured immediately above the inlet socket above the roof line.
  - with a cover fitted over the outlet inside the temporary building so that a power point or light switch may be installed.
- p. Exhibitors who require gas to be fitted must ensure that all gas fitting works are carried out by an authorised gas fitter in compliance with the (Gas Standards Regulations 1997). All indoor gas equipment and installations shall comply with the (Gas Standards Act 1972) and Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 at all times. The gas safety checklist must be completed and returned by **Friday 5 April 2024**.
- q. An exhibitor is only allowed to carry one gas cylinder for use and one replacement. Each cylinder must not exceed 9 kg unless approved by RASWA. All cylinders, whether empty or full must be secured at all times in the upright position, and protected to prevent tampering & accidental dislodgement. Chains attached at the top of the cylinder are not permitted. all gas cylinders must be stored in an open, well ventilated area. all cylinders must be out of reach of the general public. Fines will apply from Emergency Safety if not complied.
- r. Exhibitors who have additional power requirements must advise the RASWA Commercial Department of those requirements. On prepayment the RASWA Commercial Department will arrange for installation.
- s. If an exhibitor does not comply with any of the RASWA requirements for the supply of electricity, gas or other power contained in this clause, or RASWA in its absolute discretion considers that the level of noise from an exhibitor's stand is excessive, or the installation is considered unsafe, RASWA may disconnect the supply of electricity, gas or other power to that exhibitor or require that exhibitor to close their stand until RASWA is satisfied that that exhibitor complies with RASWA's requirements.
- t. It is a RASWA requirement that a preliminary notice be prepared by a licensed electrician for each generator and lodged with the RASWA chief electrician prior to the commencement of the event. The preliminary notice should request a short term supply and should indicate the estimated maximum demand and the period that the supply is required.

## **24. ENTRY BY RASWA**

Exhibitors must on demand permit entry to their site/s by RASWA to:

- a. inspect the state of repair of their site/s and the improvements erected on the site/s and to ensure compliance by exhibitors with the covenants, agreements and obligations contained in these Rules and Regulations and exhibitors licences which exhibitors are required to observe, adhere to and/or perform; and
- b. to carry out any maintenance, repair, replacement, modification or installation works to the Showground.

Authorised RASWA staff will carry/wear identification.

## **25. EXCLUSIVITY**

No licence granted by RASWA is exclusive and RASWA may, in its absolute discretion, permit any other person to sell or exhibit similar or the same goods or to carry on a similar or the same business or activity at the Showground during the event.

RASWA advises that there are companies that have exclusive year round signage, in specified positions, on the Showground.

## **26. EXHIBITORS LIABLE FOR AGENTS AND EMPLOYEES**

Exhibitors are liable for the acts or omissions of their agents, employees or licensees arising out of or in connection with the rights and obligations created by their licence agreement and these Rules and Regulations.

## **27. EXPRESS RIGHT**

RASWA reserves to itself and in its absolute discretion the right:

- a. to eject or remove any person (including, but not limited to showmen, exhibitors, servants, attendants, agents, members of the public, visitors and members) from the Showground, for any reason whatsoever, without being required to give any explanation to, or be liable in any way for compensation, for such person and when such person is requested so to leave, the person shall forthwith leave the Showground.
- b. to refuse entry to the Showground any person (including, but not limited to showmen, exhibitors, servants, agents, attendants or members of the public) without being required to give any explanation or be liable for compensation.
- c. to refuse entry to any person who is to any extent in debt to RASWA.

No person on the Showground shall, without prior written permission from RASWA:

- i. carry out any demonstration or demonstrate thereon and without limiting the generality of the foregoing carry or wave any banner, placard or other advertisement or notice.
- ii. hand out leaflets, newspapers or other material on the Showground.
- iii. sell a product as a hawker or an itinerant street vendor e.g. flower sellers, photographers.
- iv. busk or perform any other similar activity.
- v. collect monies or donations from the public without express permission in writing from RASWA.

## **28. FIRE PRECAUTIONS**

All stands shall be positioned clear of any fire hydrant or fixed extinguisher. All wall and ceiling linings of stands shall be of fire resistant materials that meet Australian Standards for use indoors.

Outside exhibitors must have at least one workable fire extinguisher or one fire blanket that complies with Australian Standards, available for use on each of their stands.

Fire hydrants, hoses, extinguishers must be clearly visible at all times and must not be obscured by stands, displays or any material in accordance with Occupational Safety and Health Regulations 1996 AS2444.

All exit doors/illuminated exit signs must be clearly visible at all times. No obstructions to be placed in front of exit doors or to in any manner impede rapid exit from buildings.

## **29. FLAGS AND BUNTING**

Exhibitors are encouraged to decorate their stands to create a carnival atmosphere.

## **30. FOOD AND BEVERAGE SAMPLING**

In order to protect the interests of commercial food and beverage exhibitors, samples to be given away free of cost to the public must be:

- a. No larger than 90ml (3oz) cups for hot beverages or 150ml (5oz) cups for cold beverages (liquid portions).
- b. Samples of food should be no larger than bite size or 3cm x 3cm.
- c. RASWA, on submission in writing by the exhibitor, may permit samples to be sold for a nominal amount.
- d. The display unit containing the foods offered for sampling shall contain an ingredient list and allergy declaration of all foods available for sampling.

Health inspection fees apply to all exhibitors who offer samples.

## **31. GATE CONTROL**

Security arrangements will come into force at **6.00pm on Friday 12 April 2024** at the latest and will cease at **12.00am on Sunday 14 April 2024**.

## **32. GATES OPEN**

During the event, gates will be open to the public from **10.00am**.

Should large queues occur at the gates, RASWA reserves the right to open the gates earlier so it is imperative for your site to be open by **9.45am**.

## **33. GOODS AND SERVICE TAX (GST)**

GST is to be administered in accordance with the Act at the time.

## 34. INSURANCE

It is the responsibility of all exhibitors to arrange Public, Product and Workers Compensation Insurance to cover their liabilities in respect to all aspects of their activities at Claremont Showground. The exhibitor will affect and maintain the following insurances:

- a. Public and Product Liability Insurance to insure the interests of the Royal Agricultural Society of WA (RASWA), the exhibitor and its contractors and subcontractors for an amount of not less than:
  - i. Exhibitors operating rides, activities and games \$20 million (\$20,000,000) and the policy must include a cross-liability clause.
  - ii. Caterers and showbag retailers \$20 million (\$20,000,000).
  - iii. All other exhibitors \$5 million (\$5,000,000).
- b. Professional Indemnity Insurance – exhibitors providing treatment including, but not limited to, massage, acupuncture, blood and other tests, will provide evidence of professional indemnity insurance with an indemnity limit of not less than \$5 million (\$5,000,000).
- c. Employers Indemnity Insurance in the name of the exhibitor insuring liability under workers compensation legislation and at common law in respect to employees, contractors and subcontractors and including the interest of RASWA as Principal.
  - i. In the event no employees or subcontractors are engaged, the declaration must be completed and signed by the exhibitor.

The licensee must:

- a. 30 days prior to the event produce copies of the policies and certificates of currency in the form set out in the Insurance Confirmation Form which will be provided by the RASWA.
- b. Not do or direct to do any act or thing or bring or keep anything on the land:
  - i. which renders the insurance of the land void or voidable; or
  - ii. which might cause the rate of premium to be increased.

## 35. LATE PAYMENT AND BALANCE OF ACCOUNT

RASWA reserves the right to cancel exhibitors sites which have not been paid for in full prior to **Friday 15 March**. RASWA at its sole discretion will resell these sites.

Exhibitors who cancel sites after **Friday 15 March** are liable for the full site fee and forfeit any prior payments received by RASWA.

Any payments for passes, electrical installations, outstanding balances etc. made after **Wednesday 10 April** must be paid by cash or credit card.

All deposits are non-refundable, however if an exhibitor is unable to attend the event, their deposit may (at the discretion of the Commercial Department) be held for the following year's event.

## **36. LEGISLATION COMPLIANCE**

The exhibitor will strictly observe the provisions of the Health Act 1911, the Food Act 2008, the Occupational Safety and Health Act 1984, Occupational Safety and Health Regulations 1996, the Worker's Compensation and Rehabilitation Act 1981 and any other Act relating to their site/s, the business or the use to which their site/s is/are being put by the exhibitor and any rules or regulations made there under and any municipal by-law or regulation applying to their site/s or the exhibitor's business.

Should the business or any part thereof be closed under any such Act, rule, regulation or by-law by any authority acting within its powers or cancelled by RASWA for any infringement of the conditions of this agreement, RASWA shall not be under any liability for damages on account of such closure, nor shall RASWA be liable to refund the licence fee already paid by the exhibitor or any part thereof, nor will RASWA forfeit any claim or the amount of any licence fee due, but not paid, by the exhibitor at the time of such closure or cancellation.

Should an exhibitor be issued with a WorkSafe Improvement & Prohibition Notice they must immediately advise the RASWA Commercial Manager.

## **37. NO ASSIGNMENT - SUB-LETTING**

Exhibitors must not assign, mortgage or charge their licence agreement or sub-let, part with possession or dispose of any of their site/s or any part of their site/s without the prior written approval of RASWA.

## **38. NOISE ABATEMENT**

Exhibitors must strictly monitor and control the level of noise emitted from their site/s to a level which is acceptable to RASWA in its absolute discretion and in particular, but without limitation:

- a. Amplifiers and loud speakers must be confined to the inside of the exhibitor's building or stand, the speakers must be turned inwards and volume maintained at a level satisfactory to RASWA. RASWA reserves the right to disconnect the speakers and/or the power to the stand.
- b. RASWA will determine the position and number of amplifiers allowed on the exhibitor's site/s.
- c. Sound is not limited to amplifiers but includes pianos, organs, loud speakers, personal radios, video and computer monitors - RASWA at its sole discretion will determine at what point sound constitutes interference with others and the offending equipment must be adjusted or discontinued.

## **39. NO EVENT**

If for any reason the event should not be held, then the exhibitors shall not pay the site or stand fee for that year to RASWA and RASWA shall be freed and released from all liability, if any, to the exhibitors whatsoever in respect of the failure to hold the event for any reason whatsoever and the exhibitors shall not take or institute any action against RASWA either for damages, costs, expenses or otherwise.

## 40. NO SMOKING

Smoking on the Showground is strictly prohibited. Smoking areas have been allocated in Private Road and in the area at the rear of Hardy Avenue (corner of Hardy and Morrison Avenue).

## 41. OCCUPATIONAL HEALTH AND SAFETY

Exhibitors are responsible for the actions of their contractors and employees.

To enable RASWA to maintain a safe workplace the following rules apply:-

For all electrical and major works including scaffolding, heavy lifting including the use of a crane, digging, constructions and hot work the RASWA Asset Services Department must be advised in writing of the following:

- a. Details and location of the work.
- b. Date and time expected at the Showground.
- c. Complete and submit for approval a job system analysis (form available from Asset Services).
- d. Report to Asset Services Department (Gate 10) before commencing the work.

For minor work, other than the above, exhibitors must advise Asset Services of the details and location of the work and the date and time expected at the Showground.

## 42. OFFENSIVE ACTIVITIES

Exhibitors must not do or carry on their site/s any harmful, offensive or illegal act, matter or thing or any act or thing which causes nuisance, damage or unreasonable disturbance to RASWA or any other exhibitor.

## 43. PARKING/VEHICLES AND RESTRICTED ACCESS

Except as provided in this clause, exhibitors must not park any vehicle within the Showground during the event. Vehicle movement around the Showground during opening hours is restricted to vehicles displaying a vehicle access pass.

Exhibitors' vehicles may be allowed onto the Showground on the day of the event between the hours of **6.00am and 8.00am** and after **11.30pm and 12.00am**.

Under no circumstances may vehicles block doorways or street access whilst unloading. After unloading, all vehicles must be immediately removed and parked in non obstructive areas during set up and off the grounds during the period of the event.

If an exhibitor is issued with a vehicle access pass and the vehicle remains on the Showground beyond the time period specified on that pass or if the exhibitor does not comply with any of the conditions on the pass, RASWA may arrange for that exhibitor's vehicle to be clamped or towed away and a fee for the service charged at \$200.00.

Exhibitors may enter the Showground with vehicles on **Saturday 14 April** between the hours of **8.00am til 5.00pm** to remove stock or commence dismantling their stands.

Any vehicles remaining behind sites must have their coil pack removed and be approved by RASWA.



## 44. PASSES

Exhibitor passes are supplied to exhibitors by RASWA at RASWA's absolute discretion and at the discount rate applying at the time of application.

Commercial exhibitor passes will be emailed out once your account has been paid in full.

Additional exhibitor passes are available for purchase at discounted prices.

Commercial exhibitor and supervisor passes must only be used to admit your staff. Passes will be checked at the entry gates and misappropriation of passes may result in cancellation of all passes, forfeiture of site and removal from the grounds. Each pass will need a name, number and email allocated to it.

## 45. PROHIBITED ACTIVITIES

- a. Exhibitors must not fly tethered or untethered advertising balloons or other large inflatable devices from or in the vicinity of their site/s without first consulting the Asset Services Office and then receiving written approval of RASWA.
- b. Exhibitors must not carry on any activity, including but without limitation the sale of goods, in any area of the Showground other than inside their site/s and for the avoidance of any doubt, exhibitors must not engage in itinerant selling on the Showground.
- c. Exhibitors must not offer any goods or services for sale other than those specified in their licence agreement or listed on their site confirmation form and approved by RASWA.
- d. Exhibitors must not without RASWA's prior written approval advertise, solicit, tout for business or spruik, whether verbally or by the use of any loud speakers, sound producing equipment, hoardings, written materials or any other aid in any area of the Showground which is outside the boundaries of their site/s.

Any incidences like or similar to the above will result in a default notice being issued.

## 46. PROHIBITED ITEMS

Exhibitors must not sell, distribute, use or offer as prizes any:

- a. gas filled balloons unless the balloon is fitted with a non-conductive and rigid rod, drinking straw or weight;
- b. bows or arrows of any description;
- c. replica guns of any description;
- d. explicit and hardcore t-shirts;
- e. explicit DVD's, CD's, magazines, books and videos;
- f. celluloid toys unless the exhibitor has obtained a permit for those toys from the Town of Claremont Health Department;
- g. chemical sprays, silly string, stage door streamers or other similar spray projecting materials, pepper sprays;
- h. fireworks including sparklers;
- i. kites unless those kites are disassembled and packaged;
- j. any illegal or offensive item, good, article, publication or material;

- k. any other item, good, article, publication or material which may by its use or operation cause alarm or distress to any person or animal;
- l. smoking implements or paraphernalia, including imitation or electronic cigarettes, bongos or drugs;
- m. fuel type fire lighters (Zippo);
- n. laser pointers of any description;
- o. stun pens;
- p. swords, knives or any other sharp implements which could be construed as weapons;
- q. metal and wooden martial art nunchucks;
- r. water bombs or stink bombs.
- s. Items that conceals identity; This includes balaclavas, masks, face coverings or any item that would not allow identification on CCTV.
- t. Banned or non-compliant products in accordance with the Australian Consumer Law – Product Safety [www.productsafety.gov.au](http://www.productsafety.gov.au)

If RASWA at its sole discretion considers that any item, good, article, publication or material being exhibited, sold, distributed, used or offered as a prize by an exhibitor is unsuitable, objectionable or offensive, that exhibitor must after a request from RASWA to do so, immediately remove all items, goods, articles, publications or materials of that type from the Showground.

Items referring to alcohol abuse, drug use, violence or that are sexually explicit or suggestive in nature are not permitted.

## **47. REGULATIONS - RULES**

RASWA may at any time:

- a. amend, cancel, add to or suspend any of these Rules and Regulations; and
- b. make further Rules and Regulations in substitution for or in addition to the then current Rules and Regulations;

which will bind an exhibitor immediately when notice is given to that exhibitor by RASWA.

All exhibitors who take up a licence agreement during the event are deemed to have accepted the Rules and Regulations of RASWA.

## **48. RELEASE OF LIABILITY**

The exhibitor hereby agrees to keep indemnified and save harmless RASWA its employees and agents from and against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever which may be incurred directly or indirectly by the exhibitor including without limitation claims arising out of or in connection with a breach of this agreement.

## 49. RELOCATING EXHIBITORS

RASWA has the right and authority to re-arrange sites or move exhibitors to another location. Should the exhibitor set up on the wrong site or outside of their licensed area the exhibitor agrees to move to the correct site at exhibitor's own expense and without protest.

## 50. RENTAL AND OTHER CHARGES

All applications for commercial sites must be accompanied by the appropriate non-refundable deposit which, in the event of the application being unsuccessful, will be refunded. If an exhibitor does not pay the balance of their licence agreement fee on or before **5.00pm on 15 March**, RASWA may without notice terminate that exhibitor's licence agreement, forfeit that exhibitor's deposit and grant a licence for that exhibitor's site to a third party, without further notice or communication to the exhibitor.

Any legal costs, stamp duties or any other expenses whatsoever incurred by RASWA in respect of this application, agreement, guarantees, securities or other documentation required by RASWA or other costs reasonably incurred by RASWA in consequence of this application and any other expenses incurred in respect of opening and maintaining any account in the name of the applicant together with any collection costs, dishonoured cheques, fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the applicant on demand.

Exhibitors must, within 14 days of the date of an invoice, pay RASWA all outgoings assessed, charged or incurred in respect of an exhibitor's site/s for electricity, gas and other power charges and water, including excess water charges.

## 51. REPORT TO RASWA

Exhibitors must report promptly to RASWA any circumstance in their opinion which is likely to be dangerous, cause any damage or danger to any property or person, on their site/s or on the Showground.

## 52. SECURITY AND CLAIMS

RASWA provides routine security for its buildings and ground. RASWA will not accept any responsibility for the protection of exhibits nor for any loss or damage how so ever caused.

The exhibitor must accept responsibility for claims under the Workers' Compensation Act or any other Act or Regulation related to their activities during the event.

## 53. SET UP

All display stands must be completed to the standard required by RASWA at its absolute discretion by **9.45am Saturday 13 April** and kept intact until the close of trading on the final night of the event.

The display stand shall be set up in such a way as to ensure a clear path from a pavilion exit door is maintained at all times.

Please consider other exhibitors when parking your vehicle/s and ensure your telephone contact notice is prominently displayed on the dashboard of your vehicle and your mobile is with you at all times. Once you have unloaded items from your vehicle please move your vehicle onto the area around the arena so that the roads can be left clear.

## **54. SIGNAGE**

Exhibitors cannot cover, mask or hide the event advertising signs that are provided by a sponsor who has naming rights to signage on or within buildings. A competitor to the sponsor cannot have signage displayed on the same site/s.

## **55. SOLICITATION**

Exhibitors are not permitted to solicit business from outside their allocated site at any time.

## **56. TENTS, MARQUEES AND TEMPORARY STRUCTURES**

All temporary structures will be inspected. Tents/marquees must fully comply with the temporary structure standards.

- Scissor framed roof structures with collapsible legs are not permitted.
- As some areas of the grounds are not able to be staked due to underground electrical services, please contact the RASWA Asset Services Department prior to erecting any structure.
- Tents/marquees must be weatherproof.
- Where they are used, they must be solid hardwood or solid masonry blocks.
- Steel or concrete weights are the RASWA preferred option.
- Temporary structures must be secured to the ground and not be reliant upon their loaded weight for stability unless approved in writing by RASWA.
- Structures must have the structural components bolted or locked in place, slip joints are not acceptable.
- All electrical fittings and leads must be compliant with all relevant regulations.
- The use of double adaptors is not permitted. Only power boards with safety switches are permitted.
- Joints wrapped in insulation tape are not acceptable.
- Electrical leads must be tagged as current.

## **57. TRADING HOURS AT THE EVENT**

We ask that exhibitor trading hours are in keeping with the hours of the event and/or the pavilion in which their stand is located. As a general rule we ask that all exhibitors attend their stands from not later than **9.45am** and stay trading until **11.00pm** for outside sites each day, unless otherwise advised by RASWA in writing.

## **58. VEHICLE MOVEMENT**

Exhibitors may bring a vehicle onto the Showground prior to **8.00am** through Gate 1. Gate 1 opens at **6.00am**.

Vehicle movement is prohibited within the Showground at all other times. The only exceptions are designated vehicles that have received an appropriate vehicle pass from RASWA to operate within a nominated route and/or time. Fork lifts cannot be operated between the hours of 9.30am and 11.00pm during the event.

Any vehicle still onsite post the **9.30am** cut off, that may delay or impact gate opening will receive a fine up to \$250 plus GST.

## **59. WATER SUPPLY SERVICE**

Scheme water is available in most areas of the Showground. All plumbing works and services in the Showground must be carried out by the RASWA plumber. Exhibitors must pay on demand to RASWA all charges incurred to connect their site/s to the RASWA water supply. Before any exhibition stand can be connected to the RASWA water supply, the appropriate application form is to be completed and all connection charges paid.

A minimum water consumption charge will apply to all connections, permanent or temporary, except where a water meter is installed.

### **LAUREN DALEY**

Event Sales Executive

The Royal Agricultural Society of Western Australia

Created December 2023

SUBJECT TO CHANGE WITHOUT NOTICE

# INDEX

Accident Reports	5	Gate Control	13
Aisles/Roads/Emergency Exits	5	Gates Open	13
Alcohol& Drugs	5	Goods and Service Tax (GST)	13
Alterations	5	Insurance	13
Appearance	5	Late Payment and Balance of Account	14
Applications for Services	6	Legislation Compliance	14
Applying for a Commercial Site	6	No Assignment - Sub-Letting	14
Bins and Rubbish	7	Noise Abatement	15
Buildings	7	No Event	15
Caravans/Camping/Night Accommodation	7	No Smoking	15
Chemicals/Inflammables	7	Occupational Health and Safety	15
Cleanliness	7	Offensive Activities	15
Closing Night Schedule and Procedures	7	Parking/Vehicles and Restricted Access	16
Competitions/Raffles	8	Passes	16
Confidentiality	8	Prohibited Activities	16
Consents	8	Prohibited Items	17
Construction of Stands	8	Regulations - Rules	18
Cooking Demonstrations	9	Release of Liability	18
Default	9	Relocating Exhibitors	18
Demonstration Areas	9	Rental and Other Charges	18
Dogs/Animals	9	Report to RASWA	18
Dress and Presentation	10	Security and Claims	19
Electrical and Plumbing Installations	10	Set Up	19
Entry by RASWA	11	Signage	19
Exclusivity	12	Solicitation	19
Exhibitors Liable for Agents and Employees	12	Tents, Marquees and Temporary Structures	19
Express Right	12	Trading Hours at the Show	20
Fire Precautions	12	Vehicle Movement	20
Flags and Bunting	13	Water Supply Service	20
Food and Beverage Sampling	13		



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