

CONDITIONS, RULES & REGULATIONS AGREED TO BY THE EXHIBITOR

The Secretary,
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TERMS OF REFERENCE:

Throughout these Rules and Regulations, the following terms will apply:

SHOW - Annual Show

EXHIBITOR - Any organisation, company or firm, its employees and/or agents taking part in the show.

BSS – Beenleigh Show Society, the servants or agents and other person or persons appointed by them to act on their behalf.

SPACE – The area in a pavilion or precinct of the showgrounds allocated to the exhibitor for the duration of the show.

CONDITIONS & RULES:

1. The exhibitor agrees not to assign, transfer, sublet, set over or part with the possession of the demised space to any person without the consent of the BSS first obtained. The BSS reserves the right to re-allocate space in the interests of a better showing of exhibits.
2. It is agreed that if the exhibitor fails to comply in any substantial respect with the terms of this agreement, the BSS shall have the right to sell the space, the exhibitor, however, is to be liable for any loss suffered by the BSS, and all monies paid by the exhibitor shall be forfeited to the BSS.
3. The BSS reserve the right, in unforeseen circumstances to amend or alter the exact size and/or location of the space and the exhibitor undertakes to agree to any alteration to the site or the space re-allocated by the BSS.
4. Microphones, sound amplifiers and machine demonstrations will be permitted where the level of the sound causes no annoyance to neighbouring exhibitors or visiting public. The BSS shall be the sole judge as to whether there is any annoyance to other exhibitors of the visiting public.
5. The BSS accept no liability for damages to exhibits by loss, damage, theft, fire, water, storms, strikes, riots or any other cause whatsoever.
6. The BSS will carry out general cleaning of aisles and passages, but it is the responsibility of the exhibitor to ensure the cleanliness and tidiness of the space occupied.
7. No goods or displays may be removed during the show without the consent of the BSS.
8. No exhibitor may conduct or permit to be conducted any lottery, raffle, guessing competition, game of chance during the show without prior consent of the BSS. Exhibitors must comply with the licensing requirements of the Queensland Office of Gaming Regulations.
9. The exhibitor will receive an invoice for payment of monies due under this agreement. No site will be "held" for any stall holder until full payment has been received.
10. No cancellation will be considered unless the exhibitor applies for such release from this obligation in writing.
11. If the BSS agree to release the exhibitor from his obligations under this agreement in exceptional circumstances the, in that event, the exhibitor will be liable to pay 50% of all monies due under this agreement. This special provision will lapse if less than two (2) weeks remain before the opening of the annual show.
12. The BSS shall not be responsible for any damages claimed by any person or persons who may be injured whilst in the area allocated to the exhibitor, and the exhibitor agrees to indemnify the BSS in the event of any claim made against the exhibitor. The exhibitor shall provide the BSS with a copy of current Public Liability Insurance Policy covering the operation of the show space and goods sold from that space occupied.
13. In the event of the exhibitor infringing any of these conditions, rules and regulations, then the space and all payments made for the space will be forfeited
14. The exhibitor shall be liable for any damage to walls and floors of the building in which the exhibit is housed and agrees not to make any alterations or additions in or to the space or any part thereof, nor to cut, maim, injure or deface any of the walls, ceilings or timbers thereof.
15. The BSS reserve the right at all times to postpone or amend the stated date/s of this show to a date which is in the opinion of the BSS most applicable for such a show utilising the right only where circumstances necessitate such action and without liability to the BSS.
16. The BSS shall determine when the show shall be opened to the exhibitors and the public and their decision as to such hours will be final and conclusive.

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continued

17. Displays and demonstrations are to be in keeping with the dignity and atmosphere of the show and the BSS reserve the right to reject any display or demonstration and to take the necessary steps to stop any disturbance or nuisance during the show.
18. Exhibitors shall at all times comply with the regulations now in force and issued by the officers of the environmental health of the Logan City Council. Items sold must conform to Queensland Government Guidelines i.e. on the safety of showbags and toys/novelties.
19. Workplace health and safety regulations: Written and signed assurance is required from exhibitors that any temporary structures, vans, equipment etc. and any activity that takes place on or adjacent to your site complies in all respects to workplace health and safety legislation. This included 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. All leads must be tested and tagged and be clear of the ground and must not impede the flow of pedestrians and vehicles. You are required to provide a written report to the BSS of all accidents and/or dangerous occurrences.
20. The BSS shall have full power to interpret and to make and amend these rules and regulations provided that such amendments and additions do not operate to diminish the rights reserved for the exhibitor or to increase the liabilities of the BSS.
21. Failure of services: The BSS will use their best endeavours to ensure the supply of the services, but they shall not incur any liability to the exhibitor for losses, damages or expenses or otherwise if through strike, lockout, accident, or any other cause beyond the control of the organisers, any such services shall wholly or partially fail or cease to be available nor shall the exhibitor be entitled to any allowance in respect of rental due or paid under this agreement.
22. Postponement or abandonment. If the holding of the show is prevented, postponed or abandoned by reason of fire, lockout, civil disturbance, explosion, rain, wind, storm, accident or any cause not within the control of the BSS whether enjurdem generis or not, or the showgrounds become wholly or partially unavailable for the holding of the show, the BSS may at their entire discretion return a part of the rental paid by the exhibitor. In any such case, the BSS shall not be liable in anyway whatsoever for any expenditure or liability or loss including consequential loss incurred by the exhibitor.

Fire regulations:

- The installation of any fuel burning appliance using either liquid or solid fuel shall conform to the regulations available from the authorities.
- The use of LPG gas for cooking demonstrations shall comply with regulations available from authorities.
- Fire extinguishers and hose reels are located in strategic locations around the show grounds.