



# **SITE RULES & REGULATIONS**

**BRUNSWICK SHOW**

***BRUNSWICK AGRICULTURAL SOCIETY***



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# Commercial Exhibitor's Terms & Conditions

The exhibitor will complete an application form for a commercial site and on its acceptance by the Brunswick Agricultural Society (BAS) the following terms and conditions will apply.

Please note BAS reserves the right to alter or amend, at its sole discretion, the Rules and Regulations.

## 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;
- b. **“exhibitor”** includes exhibitors in pavilions, exhibitors in open areas, exhibitors who operate an outside site/s, caterers, sideshow, showbag and fairy floss operators;
- c. **“licence”** means a short term licence of a site in the Showground granted by BAS to an exhibitor;
- d. **“site agreement”** means the site agreement for a site in the Showground granted by BAS to an exhibitor;
- e. **“Show”** means the Brunswick Show;
- f. **“BAS”** means Brunswick Agricultural Society;
- g. **“Showground”** means the Brunswick Show Grounds, Ridley Street Brunswick Junction WA;
- h. **“site”** means that part of the Showground which BAS has granted an exhibitor a licence agreement to use;
- i. **“stand”** means an exhibitor’s display, premises, temporary building, tent, sideshow, attraction or other improvement erected by an exhibitor; and
- j. **“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.



# Catering Outlets

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 BAS upon completion of application.
- b. Not open their stands unless the above mentioned certificate of registration has been received by BAS.
- 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.
- e. All allergens must be clearly identified.
- f. Exhibitors who operate food sites must dispose of all their food rubbish themselves into the BAS bins after the Show.
- g. 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 into the provided BAS rubbish bins.
- h. Fat or cooking residue **must not** be poured into the BAS sewer, waste system or show grounds. Exhibitors must remove all stored fats from the Showground by **Sunday following the show.**

# Outside Sites

Exhibitors in open areas may dispose of their rubbish in the bins provided by BAS but must store empty flattened cartons within their stands in a clean and tidy fashion.

**All sites at the completion of the Show, must be clean and made good.**

Removal of waste by BAS or cleaning and/or restoration of the site will be charged to the exhibitor.

# Entry Passes

It is the responsibility of every exhibitor to purchase their own entry tickets for any staff involved in your exhibit/trade space.

**Exhibitor admissions are NOT included in site costs**

**Tickets are to be purchased via our website [www.brunswickshow.com.au](http://www.brunswickshow.com.au)**



## 1. ACCIDENT REPORTS

**Incidents are to be reported to BAS Secretary's office within one hour of incident or by calling BAS office on 0455 632 372.**

Exhibitors must complete the BAS 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 at the end of this document. Further copies are available from BAS.

**REPORT IS TO BE DELIVERED TO THE BAS SECRETARY'S OFFICE WITHIN ONE HOUR OF INCIDENT.**

## 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 BAS property, including buildings, signs, piping, locks, conduits, electrical or gas connections without approval and/or supervision by BAS 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.

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.

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

## 6. APPLICATIONS FOR SERVICES

Application for services (eg Power) must be completed at the time of application. Please notify the trade coordinator immediately if extra services are required on [traders@brunswickshow.com.au](mailto:traders@brunswickshow.com.au)





## 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.

Every endeavor 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.

BAS 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 BAS 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 BAS of application acceptance or denial is given as soon as is practical, however, the process of assigning sites goes on until commencement of the Show 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 BAS and does not imply endorsement by BAS 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 BAS 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. CARAVANS/CAMPING/NIGHT ACCOMMODATION

It is the preference of BAS that exhibitors don't reside, camp or sleep on their sites or Showgrounds. However, allowances will be considered. BAS need to be informed within the comments of the exhibitor application or emailing the trade coordinator at [traders@brunswickshow.com](mailto:traders@brunswickshow.com)

## 9. 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, odors or nuisances.

When the Show is over, site holders must remove all their property and any rubbish on their site/s and make good, to the satisfaction of BAS 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.



## 10. CONSENTS

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

## 11. CONSTRUCTION OF EXHIBIT

Exhibitors must not, without the prior written approval of BAS, 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.

BAS must be contacted and written permission must be obtained from them prior to any hole being dug or any star pickets 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 BAS.

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

## 12. 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 and assistance dogs are permitted when accompanying a person requiring such companion animals.

## 13. ELECTRICAL AND PLUMBING INSTALLATIONS

- 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. All electrical equipment, including extensions cords, phone chargers, & catering equipment must be tested and tagged prior the show. Such equipment must have a current electrical tag easily seen, should it be inspected by BAS or a governing body.
- d. 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.
- e. Exhibitors must promptly deliver to the RASWA electrician, Western Power forms 14 and 15, detailing all electrical work done on their site/s.
- f. 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.

## 14. 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.



## 15. EXPRESS RIGHT

BAS 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 BAS.

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

- 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 BAS.

## 16. 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.

## 17. 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. The display unit containing the foods offered for sampling shall contain an ingredient list and allergy declaration of all foods available for sampling.





## 18. GROUND CONTROL

Security arrangements will come into force Thursday 6pm, prior to Show Day, and cease Sunday 6am, following Show Day. All gates will be locked from 9pm-6am prior to Show Day.

## 19. GATES OPEN

Gates to the Show Grounds will open to the public at 8.30am. Please be ready to trade no later than 8.30am.

## 20. GOODS AND SERVICE TAX (GST)

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

## 21. 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 Brunswick Show Grounds. The exhibitor will affect and maintain the following insurances:

a. Public and Product Liability Insurance to insure the interests of the Brunswick Agricultural Society (BAS), 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 \$10 million (\$10,000,000).

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 BAS 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. At the time of application and 7 days prior to the show (if updated) 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 BAS.

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.



## 22. 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 BAS for any infringement of the conditions of this agreement, BAS shall not be under any liability for damages on account of such closure, nor shall BAS be liable to refund the licence fee already paid by the exhibitor or any part thereof, nor will BAS 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 BAS Secretary.

## 23. NOISE ABATEMENT

Exhibitors must strictly monitor and control the level of noise emitted from their site/s to a level which is acceptable to BAS 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 BAS. BAS reserves the right to disconnect the speakers and/or the power to the stand.
- b. BAS 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 - BAS at its sole discretion will determine at what point sound constitutes interference with others and the offending equipment must be adjusted or discontinued.

## 24. NO BRUNSWICK SHOW

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

## 25. NO SMOKING/VAPING

Smoking and vaping on the Showground is strictly prohibited.

## 26. RAFFLES

Exhibitors must not sell raffle tickets in or outside the Showground, without the express permission from BAS.



## 27. 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. chemical sprays, silly string, stage door streamers or other similar spray projecting materials, pepper sprays;
- g. fireworks including sparklers;
- h. kites unless those kites are disassembled and packaged;
- i. any illegal or offensive item, good, article, publication or material;
- j. any other item, good, article, publication or material which may by its use or operation cause alarm or distress to any person or animal;
- k. smoking implements or paraphernalia, including imitation or electronic cigarettes, bongs or drugs;
- l. fuel type fire lighters (Zippo);
- m. laser pointers of any description;
- n. stun pens;
- o. swords, knives or any other sharp implements which could be construed as weapons;
- p. metal and wooden martial art nunchucks;
- q. water bombs or stink bombs.

If BAS 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 BAS 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.

## 28. REGULATIONS - RULES

BAS 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 BAS.

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

Current rules and regulations will be kept on the Brunswick Show information web page

## 29. RELEASE OF LIABILITY

The exhibitor hereby agrees to keep indemnified and save harmless BAS 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.





### 30. RELOCATING EXHIBITORS

BAS 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.

### 31. REPORT TO BAS

Exhibitors must report promptly to BAS 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.

### 32. SECURITY AND CLAIMS

BAS provides routine security for its buildings and ground. BAS 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 Show.

### 33. SIGNAGE

Exhibitors cannot cover, mask or hide Brunswick Show 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.

### 34. SOLICITATION

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

### 35. TENTS, MARQUEES AND TEMPORARY STRUCTURES

Exhibitors are responsible for supplying their own shelter and tables as required.

Trade space is mostly on grass with some on bitumen depending on the site location.

Exhibitors to provide their own gazebo weights and pegs as required.

### 36. TRADING HOURS AT THE SHOW

All sites must be fully set up and ready to trade by 8:30 AM. The only exception to this requirement applies to exhibitors restricted by liquor licensing conditions.

Exhibitors are permitted to begin packing up from 5:00 PM. However, trading may continue through to the official show close at 9:00 PM for those who wish to remain open.

For safety reasons, exhibitors are not permitted to leave the grounds before 5:00 PM unless in the case of an emergency. In such instances, they must be escorted by event staff to the nearest exit gate.

Livestock trucks may access the grounds via Gate 3 and will be allowed to depart with their consigned load once cleared.



### 37. VEHICLE MOVEMENT

All vehicles are to be parked off the Showgrounds by 8.30am unless they are essential to sell/display your products and fit on your site

Please be aware of the entry and exit gates you have been assigned to ensure good traffic flow on and around the Showgrounds.

There is to be no movement on the Showgrounds till after 5:00pm due to pedestrian safety.

### 38. CANCELLATIONS & REFUNDS

Vendors who wish to cancel or withdraw their application must notify the Brunswick Show Committee in writing.

Refunds for site fees will be issued based on the notice period provided before the event date:

**Event Day to 2 Weeks Out:** No refund will be provided for cancellations made within 14 days of the event.

**2 Weeks to 1 Month Out:** 50% refund of site fees will be issued for cancellations received more than 14 days but less than 1 month before the event.

**More Than 1 Month Out:**

- 100% refund of site fees will apply for cancellations made over 1 month prior to the event date.

Please note: All cancellations must be submitted in writing. Refunds will not be issued for non-attendance on the day. Refunds outside this policy may be considered only under exceptional circumstances, at the discretion of the Committee.





BRUNSWICK AGRICULTURAL SOCIETY (INC)  
**INJURY AND INCIDENT REGISTER**

Name of Person Reporting the Incident: \_\_\_\_\_

Name of Person Injured: \_\_\_\_\_ Date of Birth:     /     /

Status (Volunteer, Visitor, Traders): \_\_\_\_\_

Address: \_\_\_\_\_

Signature (injured person or person reporting): \_\_\_\_\_

**DETAILS OF INJURY OR INCIDENT**

Date of incident:     /     /                      Time:                      am/pm

Date reported:     /     /                      Time:                      am/pm

Injury/incident reported to: \_\_\_\_\_

Injury/incident location: \_\_\_\_\_

Activity engaged in at time of injury incident: \_\_\_\_\_

**DETAILS OF THE INJURY OR INCIDENT**

Cause of the injury/incident: \_\_\_\_\_

Name of witness(es): \_\_\_\_\_

First aid attendant: \_\_\_\_\_

First aid treatment: \_\_\_\_\_

Name and address of doctor: \_\_\_\_\_

**OFFICE USE ONLY**

Received by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:     /     /





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