

TERMS AND CONDITIONS

1. The show society reserves the right to revoke without notice, this contract, in the event of the provider not complying with any of the terms and conditions contained in this contract, in which event any monies paid in respect of the site by the provider shall be retained by the show society as liquidated damages. Revocation of the contract will be by way of a written advice from the show society signed by the show secretary and delivered to the provider or his manager.
2. The provider will deliver to the secretary of the show society, before setting up on site, a certificate of currency confirming the existence of a current policy for public risk insurance for \$20,000,000 minimum cover, with a company approved by the Agricultural Societies Council of NSW. A copy of this policy is to be made available to the Agricultural Societies Council of NSW upon request.
3. The provider, by signing this contract agrees to indemnify the show society and its members against any claims or litigation and costs for any accident, damage, liability or injury to persons or property which may be caused by or as a result of actions of the provider, the provider's equipment, ride, amusement or attraction, his agents or employees in terms of the Waiver and Indemnity Form as required by the Agricultural Societies Council of New South Wales.
4. In the event the provider, for any reason whatsoever withdraws from the show following the payment of any monies, then these monies may be forfeited to the show society.
5. The provider will not have the right to assign this contract to another person, company or organisation. This clause specifically excludes the practice of a provider selling the goodwill of or the rights to the site to another party.
6. It is agreed that the provider is an independent contractor and nothing in this contract may be construed to create a relationship of employer and/or employee.
7. The provider, employees and agents of the provider shall observe and will comply with all lawful instructions issued by any organisation officer of the show society, relative to the use of the site occupied and in the event of any one of them failing to comply, the provider will be deemed to have failed to comply with the terms and conditions of this contract.
8. The provider will ensure that its employees and agents observe the rules, by-laws and regulations of the show society, copies of which may be viewed in the show secretary's office.
9. All providers bringing motor vehicles onto the ground will comply with all statutory compulsory insurances and the provider will be responsible for ensuring that no employee of the provider who is an unlicensed person operates a motor vehicle in the precincts of the showground. Pedestrian have absolute right of way inside the showground. Vehicular speed limit is 5 KPH
10. The provider will be required to observe and abide by all Federal Government, State Government and local government acts and by-laws governing trade practices or other matters regarding goods or services offered for sale, The sale of outdated stock or second hand goods is prohibited. The provider may be required to provide the secretary of the show society, for inspection, samples of date stamped stock. The provider of all food vans must comply with Health Regulations as required by the State and Local Government Authorities. Water must be connected to all vans to provide separate hand washing facilities.
11. The provider will be responsible for the safety of all persons who come on to his site which will be designated as a Workplace under current Work Health Safety Act of 2011 as amended.
12. The provider will ensure that all materials used on the site including any building, tent, machinery or construction are of a type approved by the NSW Fire Brigade and the NSW Rural Fire Service. The provider will ensure that there is no obstruction to any fire fighting equipment and must maintain free access to such equipment at all times. The provider will specifically ensure that awnings overhanging public walkways do not impede fire fighting or other emergency vehicles.

13. No vehicle owned by the provider or his employees will be permitted to move on the grounds during the hours the show is open to the public unless directed by an organisation officer of the show society. Employees wishing to come and go to and from the show will be required to park their vehicles in the public car park or on adjacent public roads.
14. The provider, his agent and employees will conform to all statutes, regulations, orders, directions and requirements of government or relevant authority in regard to occupation or access to the site.
15. Electrical fittings deemed to be unsafe by the local electricity supply authority or WorkCover inspectors and/or the show society shall be rectified immediately by the provider. All electrical cable will be either buried in approved conduits or hung above the ground to the satisfaction of the local electricity supply authority or WorkCover inspectors and/or the show society officers.
16. The provider shall not excavate, dig or place pegs on his site without first obtaining the approval of the appropriate show society officers.
17. All rubbish will be placed in bins provided near or adjacent to the provider's site. Only garbage generated as part of the sites occupation shall be placed in the rubbish bins. Any materials such as motor vehicle parts, household equipment or replaced parts from rides or equipment shall not be left on the site. In the event of such material being left on the site it will be removed by the show society at a charge to the provider. Cardboard and Polystyrene Packing Boxes shall be removed from the show grounds by the provider. The society may require the lodgement of a security bond to ensure compliance with this clause of the contract.
18. No effluent, toxic waste, oils and grease shall be disposed of on the site or in other areas of the showground.
19. No fences, buildings or structures are to be removed to gain access to the site without the written permission of the show society's secretary. Any work carried out to gain access to the site, or the provision of additional services with the prior approval of the show society will be at the cost of the provider. Any damage caused by the provider or his employees to property, power lines, gas, telephone/television cables, water or sewerage systems or other services will be charged to the provider.
20. Dogs must be restrained while on the showground. No other animal will be permitted onto the grounds unless it forms part of the provider's attraction and then only with the express permission in writing of the show society's secretary.
21. The provider shall not operate any gambling, game(s) of chance or auctions without the written permission of the show society's secretary. Before issuing such authority the show secretary will require to sight the written approval of the NSW Police and relevant government authorities.
22. The provider will not be allowed to sell or offer to sell goods which are prohibited by the show society. A list of these items which has been agreed to by the Agricultural Societies Council of NSW as prohibited items is annexed to this contract and is available from the show society's secretary.
23. The provider will not be allowed to bring on to the grounds or permit to be brought on to the grounds goods which are dangerous, considered to be noxious, cause undue noise or likely to cause objectionable odour.
24. The provider will ensure that his/her employees and agents conduct themselves in an acceptable manner, are not intoxicated with alcohol or affected by drugs, and are neat and tidy in dress and presentation.
25. The provider will ensure that rides and amusements are clean, tidy, well presented and fully maintained.
26. The provider or any association of which he/she is a member shall have no authority to neither influence activities outside their site nor bring any undue pressure upon operators of other sites.

27. The provider and/or staff will only be able to live on site in areas designated by the show society as camping areas and all vehicles not forming part of the entertainment or attraction must be parked in designated parking areas.

28. The show society will provide an adequate number of ground admission passes for use of the provider and staff or by arrangement the show society may accept a pass of another organisation such as the Showmen's Guild of Australasia in which case a sample of such pass must be provided to the show secretary at the time of signing this contract.

30. The provider will remove all packaging material used to transport goods to the showground and not dump it in waste containers or any other place at the showground.

LIST OF PROHIBITED ITEMS

Milton Show Society Inc and the Agricultural Societies Council of NSW Limited

The Showmen's Guild and the Agricultural Societies Council of NSW have agreed that the following lines be banned at Country Agricultural Shows as it is the view and aim to protect and attract families to the local shows.

The Committee of the Milton Show Inc has endorsed the bans and traders, selling or displaying the listed item will be removed from the showground at their expense and no refund of ground rental will be made.

Explicit and hardcore T-Shirts

Fake cigarettes

Fuel type fire liters

Horns and trumpets

Knives (including pen knives)

Metal, wooden, nylon or plastic martial nunchakas

Playing cards that show nude or lurid art work

Pressure Pack "Fart Gas"

Pressure pack "Snow"

Drug related goods and implements including cocaine kits, bongs etc

Stink Bombs

Water Bombs

Silly string

Helium filled balloons (Environmental reasons)

Fireworks and crackers

Water pistols over 150mm (6")

Laser pointers regardless of strength

Toy guns are acceptable with the exception of Pellet Guns, Ball Bearing Guns and Replica Guns

Pop Downs or Throw Downs

Eight Shot caps

Strip Caps

Roll Caps

Should items not listed be considered unsuitable by either the show secretary or the chief ground steward then the stall holder must withdraw such items from display and not sell or pass them on to the public.

Thank you for your consideration - let's make the show a happy one

Mr Ken Leslie - Chief Ground Steward

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