

# CONDITIONS OF OCCUPANCY

Our Agreement with you is made up of your Application, these Terms and Conditions, the Licence Application for Commercial Trade Space, relevant correspondence and the Exhibitor's Manual. As such these Conditions of Occupancy shall be deemed to be the Agreement between the "RNCAS" and the "Exhibitor", as they relate to your participation in the Royal Canberra Show.

## TERMS AND CONDITIONS

1. i) The RNCAS reserves the right to immediately revoke this Licence and to grant a Licence for the aforesaid exhibit site(s) to another applicant(s) in the event of the Exhibitor not complying with any of the conditions of occupancy appertaining to this Licence, failing to sign and return the White copy to the RNCAS, or pay in full all fees by the due date, in which event any moneys paid in respect of the aforesaid exhibit site(s) by the Exhibitor shall be forfeited to the RNCAS.
- ii) In the event that the Exhibitor shall for whatever reason cancel or withdraw from the Royal Canberra Show following the payment of a deposit for an exhibit site(s), then the RNCAS shall have the right to claim from the Exhibitor as compensation payment in full or such part as the Chief Executive Officer deems appropriate to the Ground/Floor rental and the Exhibitor hereby agrees to make such payment of the Ground/Floor rental as the RNCAS demands within 21 days of the notice of such claim to the Exhibitor by the RNCAS. The payment of such a compensation amount in no way conferring any rights to the Exhibitor for the aforesaid exhibit site(s) which revert back to the RNCAS.
2. i) The Exhibitor and his or her employees, servants and agents shall observe and be bound by the Rules and Regulations, as set out in the RNCAS' printed Royal Canberra Show Exhibitor Manual issued or to be issued in connection with the above mentioned Royal Canberra Show and Rules and Regulations of the RNCAS (so far as applicable) and the said Rules and Regulation are hereby incorporated into this Licence as if the same were expressly set out at length therein.
- ii) The Exhibitor and his or her employees, servants and agents shall observe and will comply with all instructions issued by any authorised officer of the RNCAS relative to the use of the exhibit site(s) occupied.
3. The Exhibitor shall conform to all statutes, regulations, orders, directions and requirements of any Government or relevant authority relating to the Exhibitors use of the premises and Exhibition Park In Canberra.
4. It is hereby expressly agreed and declared that the Exhibitor is an independent contractor and that nothing in this Agreement shall directly or indirectly be deemed to create as between the RNCAS and the Exhibitor, or any other person or person employed by the Exhibitor, a partnership of the relationship of employer and employee.
5. The Exhibitor employing labour must regard themselves as independent employers in relation to the requirements of the provision of the Occupational Health and Safety Act (1989) and Regulations, including the nomination of a responsible officer.
6. The Exhibitor must comply with all Occupational Health and Safety Policies, Procedures and Directives as may be issued from time to time by the RNCAS and will take all reasonable practical measures to ensure their own safety and that of all other site personnel, visitors and the general public including the provision and use of all appropriate safety equipment and clothing and ensure that employees of the Exhibitor comply with these requirements. The Exhibitor must complete and comply with a Safety Audit Tool (checklist).
7. i) Excavators may be held financially responsible by the asset owner should they damage underground networks. Minimise your risk and Dial Before You Dig.  

When excavating, you can be held responsible for damage caused to underground networks. This means a cut may lead to a financial penalty. For this reason and for the reason of safety, it is imperative location plans are obtained, followed and all care is taken to ensure no damage is done.

While the 1100 service aims to have plans sent to all callers within two working days, if they do not arrive within this time, you should not begin excavation. You must have plans and consult them before commencing work. If you dig without knowing what networks are underground, you are exposing yourself to the risk of damage, injury and financial costs. You may also be contravening local Workcover and Occupational Health and Safety laws.
- ii) The Exhibitor hereby indemnifies the RNCAS and agrees to hold the RNCAS indemnified against all actions, suits, costs, claims and demands brought against the RNCAS by any person, firm or corporation and against all damage done either directly or indirectly to or sustained by any of the RNCAS' property or the property of any person, firm or corporation or any person then on any part of the Exhibition Park In Canberra arising out of any act, default or omission of the Exhibitor, their servants, workmen or agents of the Exhibitor or by anything owned, operated, worked, exhibited, displayed, demonstrated by or under the control, direct or indirect of the Exhibitor or by anything sold or otherwise supplied in any way by the Exhibitor. All repairs to any such property as aforesaid may be carried out by the RNCAS in which case the Exhibitor shall pay to the RNCAS the cost of such repairs forthwith upon being notified of the amount thereof.
- iii) Exhibitors shall comply with all statutory compulsory insurance requirements in respect of the use of Motor Vehicles and the Workers Compensation Act 1951 (ACT) and shall provide evidence of same on demand to an authorised officer of the RNCAS.
- iv) The Exhibitor shall effect a minimum of \$10 million public risk liability cover (in respect of the Exhibitor's own participation in the Show), and adequate insurance against loss or damage to any building, structure or equipment by reason of the negligence or willful damage by the Exhibitor, its agents, employees or invitees which may nullify any liability insurance held by the RNCAS.
8. The Exhibitor shall for and during the whole period of the currency of the above mentioned Royal Canberra Show use and occupy the whole of the exhibit site(s) assigned solely for the purpose stated in this Licence.
9. The Exhibitor shall not sublet his or her exhibit site(s) or portion of exhibit sites(s) or assign any of the rights herein contained under any circumstances whatsoever without specific approval in writing from the RNCAS.
10. The Exhibitor contracts with the RNCAS to pay for any and all works or services provided through the RNCAS at the request of the Exhibitor (eg. plumbing, water, electrical, use of forklift etc.) which facilitates the erection, fitting out, dismantling or removal of the Exhibitor's display stand in advance of receipt of the RNCAS' account for the said work or services provided.
11. The Exhibitor shall not conduct or operate any gambling game(s) of chance and/or dispose of any property by lot or chance without the approval in writing of the RNCAS being first had and the Exhibitor must obtain a valid permit issued by the ACT Office of Fair Trading with the exception of the ACT Totalisator Agency Board's usual operation which are permitted on Exhibition Park In Canberra.
12. The Exhibitor shall not bring any animal except that forming part of an authorised act on Exhibition Park In Canberra without specific approval from the RNCAS.
13. Exhibitors who in the opinion of the RNCAS' Chief Executive Officer shall be regarded as public caterers shall, if directed by the RNCAS, accept to retail products accorded 'preferred status' from nominated suppliers to the exclusion of the same or similar products obtainable from other suppliers and Exhibitors so required by the RNCAS shall comply with this direction or risk having their Licence to operate withdrawn.
14. The Exhibitor shall be permitted to go into possession of his or her exhibit site(s) before the commencement of the Royal Canberra Show to prepare the exhibit(s), as notified in the Exhibitor Manual. All stands must be completed and all exhibits placed thereon before 9 a.m. on the first day of the Royal Canberra Show and any stand not occupied and staffed at this time to the satisfaction of the RNCAS shall revert to the RNCAS.
15. The Exhibitor covenants with the RNCAS that neither the Exhibitor nor the agents and employees of the Exhibitor shall during the period of the said Royal Canberra Show bring or permit to be brought onto the exhibit site(s) the subject of this Licence anything or do or permit any activity thereon which may be or become offensive or dangerous or give rise to undue noise or smell or any item or material not specifically detailed on this Licence as being permitted or is listed in the Exhibitor Manual as a restricted or prohibited item or activity or which in the opinion of the Chief Executive Officer may cause annoyance or offence or may constitute a danger by whatever cause to members of the public or other exhibitors.
16. The RNCAS reserves the right at any time to remove, from Exhibition Park In Canberra, an exhibit or product or to close down any activity which in the opinion of the Chief Executive Officer is objectionable or may be detrimental to the RNCAS' interests and no person shall have any right of action or claim for damages costs, expenses or otherwise against the RNCAS in respect of any such action as aforesaid taken by it.
17. The RNCAS reserves the right to revoke this Agreement and to eject the Exhibitor from Exhibition Park In Canberra, if any activity conducted by the Exhibitor upon Exhibition Park In Canberra is,
  - i) declared by any competent authority to be illegal,
  - ii) or contravenes in any way Clause 15 of the Licence Agreement, and in any such cases the Exhibitor will be liable to forfeit to the RNCAS all moneys paid in connection with his or her exhibit site(s), and no person against whom this action is taken shall have any right or redress, action, or claim for damages, costs, expenses or otherwise against the RNCAS in respect of any such action as aforesaid taken by it.
18. The RNCAS reserves the right in unforeseen circumstance or in the interest of improving the showing of exhibits to amend or alter the exact size or location of the site(s) assigned to the Exhibitor, and the Exhibitor undertakes to agree to any such amendments or alteration and to co-operate in the implementation of the change.
19. The RNCAS reserves the right at all times to postpone or amend the stated dates of the Royal Canberra Show to a date which is, in the opinion of the RNCAS, most applicable for such a Show, utilising this right only where circumstances necessitate such action and without any liability to the RNCAS and the sponsors for any losses, damages or expenses which the Exhibitor may incur as a result thereof.
20. The RNCAS will use its best endeavours to ensure the supply of the services mentioned herein but shall not be liable to the Exhibitor for any losses, damages or expenses arising out of total or partial failure of such services caused by strike, riots, civil commotion, lock out, accident, force majeure, blackouts or any other cause beyond the control of the RNCAS. In the event of a total or partial failure of any services as a result of any of the above mentioned causes the Exhibitor shall not be entitled to a refund of any moneys paid by it nor shall it be relieved of the obligation to pay any amount due under this Agreement nor shall the RNCAS be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by the Exhibitor.
21. In the event of the Exhibitor failing to pay any moneys due to the RNCAS by the due date whether the same shall be due as consideration for the granting of the Licence hereby applied or for work done on or for any other account whatsoever the RNCAS shall have the right to take possession in lieu and sell either by public auction or private treaty any structure or any goods or chattels the property of the Exhibitor or any portion thereof remaining upon Exhibition Park In Canberra and to apply the proceeds of such sale or so much thereof as may be necessary for or towards the costs incurred by the RNCAS in such sale and the liquidation of the Exhibitor's indebtedness to the RNCAS and shall hold any surplus in trust for the Exhibitor.
22. If for any reason whatsoever, the RNCAS' Royal Canberra Show shall not be held, the assignment of exhibit site(s) referred to in this Licence shall be deemed cancelled and such cancellation shall free the RNCAS from all liability in respect of the said assignment and the RNCAS shall not be liable in any way for any expenditure or loss including consequential loss incurred or sustained by the Exhibitor howsoever, but the Exhibitor shall be entitled only to the return of the moneys paid by the Exhibitor as consideration for the granting of the Licence hereby applied for.
23. None of the Conditions herein expressed or deemed to be incorporated herein shall be deemed to have been waived by the RNCAS unless such waiver shall be in writing signed by an authorised representative of the RNCAS.
24. The granting of this Licence shall not constitute any tenancy or letting of any portion of Exhibition Park In Canberra but shall constitute a Licence only to occupy such portion of Exhibition Park In Canberra for such time and for such purpose only and subject to such conditions as are herein expressed or are deemed to be incorporated herein. In addition to any other right or remedy which the RNCAS may have on breach of any of the conditions herein expressed or deemed to be incorporated herein the RNCAS may revoke the Licence hereby applied for and such revocation shall not give rise to any claim against the RNCAS for damages, costs, expenses or otherwise howsoever.
25. Notwithstanding any of the preceding it shall be agreed that where the term, rules and conditions of this Licence conflict with any of the terms, rules and conditions incorporated into the Licence by agreement the express terms, rules and conditions of the Licence shall have precedence.
26. The exhibitor agrees to abide by the terms and conditions of the "Official Products Agreement" which is clearly outlined in the exhibitors guide.