

# 2024 SYDNEY ROYAL EASTER SHOW

## GENERAL EXHIBITION LICENCE TERMS AND CONDITIONS

BETWEEN  
**ROYAL AGRICULTURAL SOCIETY OF NEW SOUTH WALES ABN 69 793 644 351 ('RAS')**  
AND  
**THE LICENSEE** as described in of the Schedule of Key Terms ('Licensee')

THE PARTIES AGREE:

### CONTRACT

- 1.1 RAS grants to the Licensee permission to use the Space for the Permitted Use during the Sydney Royal Easter Show ("SRES").
- 1.2 In order to confirm the booking the Licensee agrees to confirm acceptance to these General Exhibition Licence Terms and Conditions, agree to the Schedule of Key Terms within 7 days and pay the 1st Deposit by the Invoice Due Date, or if under 60 days before the Move-In Date the full Licence Fee is payable within 7 days. Licensee fee will be invoiced as a 25% deposit payable in 2 weeks, and remaining 75% and all other invoices due by the Invoice Due Date.
- 1.3 Once the booking is confirmed, the Licensee must complete and pay for operational orders if required and pay the balance of the Licence Fee by the invoice due date and submit all documentation required on the Exhibitor Portal before being allowed access to the Showground for Move-In.
- 1.4 The Licensee's rights in this contract must not be assigned to a third party without the RAS's prior consent.
- 1.5 The rights conferred on the Licensee by this Licence are personal rights in contract only and are governed by the Laws of New South Wales.
- 1.6 The Event Manual contains operational procedures and emergency procedures applicable to the operation of the Space and is available to download on the Exhibitor Portal; the Licensee agrees to adhere to all reasonable directions contained in the Event Manual and from RAS personnel during the course of the SRES.
- 1.7 The Licensee must adhere to any industrial instrument or award which is applicable to the Licensee's industry.
- 1.8 The Licensee warrants that the information and representations made in, or in connection with its expression of interest in respect of the Exhibition's Permitted Use and other information supplied to the RAS concerning itself and its operations are accurate and not misleading.
- 1.9 Any Special Conditions noted in the Schedule of Key Terms will form part of this Agreement.

### LICENCE FEE

- 2.1 In consideration of the provision of Space at SRES the Licensee agrees to pay the RAS the Licence Fee.
- 2.2 All payments must be made by electronic fund transfer or credit card (a surcharge is applicable for credit card payments) made payable to the RAS on or before the Invoice Due Date.
- 2.3 If any payment is not received by the Invoice Due Date, this Licence may be terminated by notice in writing to the Licensee. In such an event all monies previously paid will be forfeited and the Licensee will have no claim.
- 2.4 The Licence Fee is deducted from the Deposit at the RAS' discretion, and payments to the RAS must be made without set-off, deduction or counterclaim.

- 2.5 If utilities are required for the Space, the Licensee agrees to order and pay for their Operational Costs through the Exhibitor Portal.

### LICENSED SPACE

- 3.1 The Licensee agrees the location and size of the Space provided and warrants that it satisfies the Licensee's requirements for the Permitted Use.
- 3.2 The Licensee agrees to conduct the Exhibition within the Space boundary detailed in the Schedule of Key Terms. Anything brought onto the Showground by the Licensee must be kept within the Space. Anything found outside the Space may be confiscated by RAS.
- 3.3 The Licensee agrees to remove from view or remove from sale or anything that in the reasonable opinion of RAS is illegal, offensive, or in bad taste for a family event.
- 3.4 The Licensee agrees no additional items can be requested for approval to their Permitted Use after the Move-In Date.
- 3.5 The Licensee agrees that it will obtain all Approvals necessary to enable the Permitted Use (including structures within the Space) and to keep all such Approvals current during the Period and must adhere to any conditions contained in the Approvals.
- 3.6 The RAS makes no representations as to the likelihood of any Approvals being obtained, the lawfulness of the Permitted Use or the appropriateness of the Space for the Permitted Use.
- 3.7 The RAS may have entered, or may enter, into arrangements with third parties concerning the sale or supply of certain preferred products on the Showground. RAS reserves the right to prohibit the Licensee from selling or supplying any particular product.
- 3.8 RAS may erect fencing or other structures around the Space and elsewhere on the Showground to regulate access of persons to or from the Space or any part of the Showground and the RAS may close roads on the Showground and restrict the rights of the public to enter any area.
- 3.9 The Licensee must obtain RAS' prior written approval before erecting any Structure within the Space.
- 3.10 The Licensee must submit a stand design by the due date on the Exhibitor Portal to the RAS for approval.
- 3.11 The Licensee must not use any means of fixing or securing any Structure without prior consultation and approval from the RAS. RAS may remove any fixing or Structure at the Licensee's expense that is in breach of this clause.
- 3.12 If due to emergency or unforeseen circumstances the Space is not available, the RAS will immediately consult with the Licensee to agree an alternative location without incurring any liability.

## MAINTENANCE & REPAIR

- 4.1 Following consultation with the RAS, the Licensee agrees to remove or make safe anything that in the reasonable opinion of RAS is unsafe. If the Licensee fails to take immediate action, the RAS may without further notice take such action as it considers appropriate in the circumstances, including demolition, removal, covering up or confiscation of the thing in question at the Licensee's expense.
- 4.2 The Licensee must at its own cost keep the Space in good repair, order and condition at all times during the Period, including keeping it clean and free from rubbish and ensure that at the expiry of the Period the Space is in the same repair, order and condition as immediately prior to the commencement of the Period.
- 4.3 Operation in the Space must comply with RAS' recycling policy and requirements as detailed in the Event Manual.
- 4.4 The Licensee must not change the external appearance of any part of the Space nor make any change or alteration or Improvements on the Space.
- 4.5 If the RAS reasonably considers that the Space is not being maintained by the Licensee in accordance with the Licence:
- 4.6 RAS may enter the Space with all necessary materials and equipment at any time to execute any work required to remedy such failure; and
- 4.7 Without prejudice to any of RAS' remedies the Licensee must pay on demand all costs incurred by RAS in executing any such work.
- 4.8 The RAS may enter the Space to inspect and observe the Licensee's operation, maintenance and use of and activities within the Space, to exercise its rights or meet its obligations under this Licence, to comply with the Law, carry out repairs, alterations, installations, refurbish works or other works to the Space or to the building and to ensure the passage of Operational Services to or through the Space.

## PERIOD OF LICENCE

- 5.1 The Licence Period commences on the Move-In Date and ends on the Move-Out Date and the Exhibitor Portal and Event Manual provides procedures and times for access and delivery.
- 5.2 On the Move-Out Date the Licensee must vacate and surrender possession of the Space by removing all things brought onto the Showground. If all items are not removed from the Space, the RAS may take possession of the Space and treat all goods or property or structures as abandoned and interest in the items become the property of the RAS, to keep or dispose of the items and charge any disposal costs to the Exhibitor.

## ACCESS & SECURITY

- 6.1 The Schedule of Key Terms details the number and cost of the Photo ID Passes allocated for the space.
- 6.2 During the Period, the Licensee may have access (with or without vehicles) to the Space, through such parts of the Showground and on such conditions as RAS may in its absolute discretion determine from time to time. RAS may refuse access to the Showground to any person or vehicle not exhibiting a pass issued or approved by RAS. Accreditation and Pass information is contained in the Event Manual.
- 6.3 The Licensee must ensure that RAS' requirements in relation to the regulation and control of traffic within the Showground are strictly observed in conjunction with statutory insurance requirements and laws applicable to the NSW Traffic Act.

- 6.4 The Licensee is responsible for the safety and security of all personnel and property in the Space. The Licensee must complete the RAS Rapid Induct NSW Health & Safety Induction and must read and comply with the Safety Section and Emergency Procedures in the Event Manual and make this information available for their staff working onsite.
- 6.5 Appointment of any security company, or security personnel, to undertake security operations in connection with the Exhibition or the Space, must first be approved by RAS.
- 6.6 The Licensee acknowledges that the Showground is under security surveillance operated by SOPA and the RAS for the safety and security of all individuals on the Showground and will ensure that the Licensee's Employees are advised of this surveillance. RAS strictly complies with the *Workplace Surveillance Act 2005* (NSW).

## ENVIRONMENTAL OBLIGATIONS

- 7.1 The Licensee agrees that Hazardous Material are banned from the Showground, unless all necessary Approvals and RAS' consent are first obtained.
- 7.2 Licensee must not contaminate or pollute the Showground or any other property (real or personal) or any part of the environment with any Hazardous Material.
- 7.3 If the Licensee causes or contributes to any pollution or contamination of the Showground during the Period, then:
  - a) The Licensee must at its own cost remove all Hazardous Material causing or contributing to the pollution or contamination from the Showground and immediately make good any damage caused by such pollution or contamination; and
  - b) The Licensee must at its own cost immediately comply with all requirements of any relevant Authority in respect of pollution or contamination, including notices to make good and pay fines in relation to any pollution or contamination offences.
- 7.4 Licensee indemnifies RAS against any Claim in respect of which RAS becomes or may become liable resulting from any contamination or pollution by a Hazardous Material or from the Licensee's failure to comply with its obligations.
- 7.5 The environmental obligations of the Licensee under this clause will continue after the Period.
- 7.6 Licensee must ensure at all times that the noise level from the Space does not exceed the decibel level determined in the Licensors' liquor licence as advised by the RAS in the Event Manual and the Licensee indemnifies RAS against any Claim or noise consultants' costs which arise as a result of a breach by the Licensee.

## INSURANCE

- 8.1 Both parties agree to affect a **Public and Products Liability insurance** policy with an Australian Prudential Regulation Authority (APRA) approved insurer for the activities in connection with this Licence for twenty million dollars (\$20,000,000) for any one occurrence. Evidence of the Licensee's insurance must be uploaded on the Exhibitor Portal. Failure by the Licensee to comply with this insurance requirement entitles RAS to immediately terminate the Licence.
- 8.2 If the Licensee engages any employee or subcontractor the Licensee must hold **Workers Compensation insurance** and complete the Workers Compensation Insurance section on the Exhibitor Portal.
- 8.3 The Licensee must not do nor permit to be done anything which may prejudice any insurance and the

RAS may require other insurance from the Licensee if the Permitted Use is varied.

- 8.4 The Licensee uses the Space at the Licensee's risk including all items brought into the Space being at the Licensee's risk. The Licensee agrees to insure their own goods and property and secure items and remove cash from the Space at the end of trading each day.

## INDEMNITY

- 9.1 The RAS agrees to indemnify the Licensee against any Claims in respect of personal injury, death, or loss or damage to any property arising out of or as a consequence of the RAS's acts or omissions.
- 9.2 The Licensee agrees to indemnify the RAS against any Claims in respect of personal injury, death, or loss or damage to any property arising out of or as a consequence of the Licensee's acts or omissions or Claims relating to the Licensee's products.

## WORK HEALTH & SAFETY

- 10.1 Both parties agree to comply with the requirements of the Work Health and Safety legislation and relevant codes of practice and standards and the Licensee agrees to attend the scheduled pre-Show safety meetings if required. Both parties will follow the requirements of the *Work Health and Safety Act 2011* (NSW) and any regulations under that Act, including the duty to preserve the site for an investigation and a duty to inform the RAS **immediately** on **9704 1020** when a "notifiable incident" occurs, meaning any incident resulting in:
- a) The death of a person, or
  - b) a serious injury or illness of a person, or
  - c) a dangerous incident (as defined in section 37 of the WHS Act).
- 10.2 The Licensee must have in place a Work Health and Safety Policy and Program and consult and cooperate with the Work Health and Safety requirements of the RAS. As occupier and controller of the Space the Licensee agrees to conduct and implement all appropriate risk assessments required for the Permitted Use, including completing the Risk Assessment ~~Form~~ task on the Exhibitor Portal.
- 10.3 If the Licensee fails to adhere to RAS' reasonable WHS requirements detailed in the Event Manual, then the Licensee consents to the RAS disclosing their private information to WorkCover in order to aid compliance with the legislation.

## TAX & OTHER DEDUCTIONS

- 11.1 In addition to any amount expressly payable by the Licensee under this Licence, the RAS may at any time during the Period, subject to issuing a valid tax invoice for the purposes of GST, recover from the Licensee such amounts as may be reasonably necessary on account of the obligation of the Licensor to remit payments pursuant to GST in respect of all payments from the Licensee to the Licensor under this Licence.
- 11.2 If GST is payable in respect to the Licence Fee (or any other amount payable under this Licence) but has not been provided for adequately, an adjustment in the Licence Fee or other amount payable occurs, or the GST liability changes for any reason, including but not limited to the Licensee's registration status changes by the time of supply, the risk is that of the Licensee and any additional future GST liability will be payable by the Licensee to the RAS.
- 11.3 The Licensee remains responsible for all GST obligations from coupons or vouchers sold through the RAS (or the

RAS' ticketing agent) when acting as an agent for the Licensee.

## CANCELLATION

- 12.1 **Cancellation by RAS:** The RAS agrees to do its utmost to hold the SRES and provide the Space allocated in the Schedule of Key Terms. If there is a reason to cancel or postpone the Exhibition, or suspend the operation of this Licence or terminate the Licensee's rights, the RAS agrees to provide a full refund of all deposits made up until 8 March 2024.
- 12.2 **Cancellation of the Show due to COVID-19:**
- a) In the event the Show is cancelled, on or before 21 March 2024, the Licensee will receive a full refund of all deposits received excluding any costs the RAS has incurred on your behalf i.e utilities, shell scheme, marquee, and advertising.
  - b) In the event that the Show is cancelled after the Show has commenced, the Licensee will receive a refund of the pro-rata Licence Fee on all full days that the Show did not proceed excluding any costs the RAS has incurred on your behalf i.e utilities, shell scheme, marquee, and advertising. Please note the RAS will not be responsible for any costs incurred in preparation for the event i.e operational costs or any consequential losses.
- 12.3 **Cancellation by Licensee:** The Licensee may by notice in writing to RAS no less than sixty (60) days prior to the Move-In Date, request RAS to cancel this Licence and RAS may, but is not obliged to, agree to such cancellation:
- a) If the RAS is able to organise that the Space be occupied for the Period by another Licensee on terms no less favourable to the RAS than contained in this Licence, the RAS may at its discretion refund part of the Licence Fee;
  - b) If the RAS has not been able to re-sell the Space, no amount will be refundable to the Licensee, and the Licensee will be required to reimburse RAS for actual losses.
  - c) If the RAS agrees to cancel this Licence, it may at its discretion set off any RAS administration costs against any refunded Licence Fee.
- Cancellations under 60 days before the Move-In Date are not accepted and the full Licence Fee must be paid.
- 12.4 **Event of Default by Either Party:** RAS may at any time after the occurrence of an Event of Default terminate the Licensee's rights and recover from the Licensee all monies payable. Each of the events set out in this clause is an Event of Default, whether the cause is beyond the control of the Licensee or any other person:
- a) Breach of Licence – Either party commits, permits or causes to occur any breach or default in any of the obligations under this Licence. Including any non-payment of money after the due date; or failure to provide Annexures regarding risk and insurance; or the Licensee attempts to assign the rights in this contract to a third party without the prior written approval of the Licensor.
  - b) Dissolution or Insolvency – Either company is dissolved or otherwise ceases to exist, or becomes insolvent or a key person dies.
  - c) Exhibition likely to cause damage - RAS forms the opinion, acting reasonably, that if the Exhibition is allowed to occur, it is likely to result in significant damage to the Showground, the Space or the Improvements, or may result in personal injury to any person who may attend the Exhibition.
  - d) Change in nature of Exhibition - RAS forms the opinion, acting reasonably, that the Exhibition is unlikely to be conducted consistently with the

information previously provided to RAS, including but not limited to the Permitted Use.

- e) **Licensee's Conduct** - The Licensee engages in any conduct, whether by act or omission, that RAS considers is or is likely to be illegal, misleading, deceptive, unethical or which is considered to be improper for a family Show such as the SRES ~~Royal Easter Show~~.
  - f) **No-show by Licensee** - The Licensee does not commence to use the Space on the Move-In Date, or does not continue to use the Space for the Permitted Use throughout the Period, or cancels the Licence less than 60 days before the Show.
- 12.5 **Force Majeure:** The RAS will not be liable for any delay in performing or failure to perform its obligations under this Licence and such failure is due to Force Majeure. The performance of the RAS' obligations under this Licence will be suspended for the period of the delay due to Force Majeure, provided that the RAS promptly notifies the other party in writing of the reasons for the delay or failure and its likely duration.

## MISCELLANEOUS

- 13.1 **No Holding Out:** Neither RAS nor the Licensee will directly or indirectly act as or represent itself to be the representative, contractor or agent of the other, unless RAS and the Licensee specifically agree in writing. Any contractor, subcontractor, agent or other third party engaged by the Licensee will be the total and absolute responsibility of the Licensee.
- 13.2 **Requirement of Writing:** None of the provisions of this Licence will be taken to have been varied, waived, discharged or released by RAS unless by the RAS' express written consent.
- 13.3 **Notices:** Any notice directed to the RAS in relation to this Licence must be given by handing it personally to the RAS' General Manager, Sydney Royal Easter Show; and any notice directed to the Licensee may be given by handing it to the Licensee or any person apparently employed by the Licensee or working in connection with the Exhibition, or by affixing it to any Structure contained within the Licensee's Space.

- 13.4 **Interest on Overdue Money:** The Licensee must pay to RAS interest at the Interest Rate on the Licence Fee or other monies due but unpaid. Such interest will be calculated on a daily basis from the due date up to and including the date of actual payment of the monies due and RAS will be entitled to recover those monies or that interest or both as if they were the Licence Fee or Sales Commission in arrears. Such interest will capitalise and the Interest Rate will be reset on a monthly basis until actual payment.
- 13.5 **Photographs:** The Licensee acknowledges that during the Period RAS will have unlimited access for the purpose of photographing or filming the Exhibition. Any such photograph and/or footage will be owned by RAS to be utilised entirely at its discretion including but not limited to promotional and commercial use.
- 13.6 **Working with Children and Police Checks:** The Licensee acknowledges that the SRES is classed as a children's entertainment venue and both parties agree to strictly adhere to Child Protection Legislation. In accordance with these child protection Laws, if any of the Licensee's employees or volunteers are involved in a child-related role or have direct unsupervised contact or interaction with children, the Licensee agrees to produce on demand, at least 1 month before their activity on the Showground, evidence of working with children checks for such workers. The RAS or the NSW Police may undertake Police Records Checks and may undertake random spot checks in order to maintain the safety and security of all visitors.
- 13.7 **Entire Agreement:** Despite any prior agreement or verbal representation, these terms and conditions of Licence including the Schedule of Key Terms, annexures and Event Manual represents the entire arrangement between the parties.
- 13.8 **Independent Legal Advice:** The Licensee acknowledges that it has been given the opportunity to seek independent legal advice in respect to the contents of this Licence prior to its execution.
- 13.9 **Interpretation:** In this Licence but subject to the context: words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders; and headings are for convenience only and do not affect the interpretation of this Licence.

## DEFINITIONS

<b>Approvals</b> means all approvals (including development approvals, building approvals and approval to use copyright material), authorisations, permits, standards, consents, licenses, exemptions and the like which are required to be issued by or obtained from any Authority or Government Entity in connection with the Permitted Use, or the performance by the Licensee of its obligations under this Licence (including but not limited to licenses from the Australian Performing Right Association Limited (APRA), Phonographic Performance Company of Australia Limited (PPCA), Department of Fair Trading and the NSW Food Authority).
<b>Authority</b> means any government department, local government council, government or statutory authority, or other body, which imposes a requirement or whose consent is required in connection with the Permitted Use.
<b>Child Protection Legislation</b> means the <a href="#">Child Protection (Working with Children) Act and Regulations</a> .
<b>Claims</b> means any legal or tribunal claims, demands, losses or expenses, actions, suits, arbitrations, debts, dues, costs, claims, demands, verdicts and judgments either at law or in equity or arising under statute.
<b>Day</b> means any day including Saturdays, Sundays and public holidays.
<b>Deposit</b> means a sum payable as an instalment on the Licence Fee, the balance being payable over consecutive instalments.
<b>Event Manual</b> means the document so titled as published by the RAS and updated from time to time.
<b>Exhibition</b> means the exhibition, function or activity that is the purpose for the Permitted Use.
<b>Force Majeure</b> means an act, omission, or circumstance beyond the reasonable control of the RAS including fires, floods, accidents, riots, explosions, wars, acts of terrorism or perceived acts of terror, hostilities but excluding any strike or other industrial action.
<b>GST</b> means and refers to the goods and services tax as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) in relation to any taxable supply.
<b>Hazardous Material</b> means any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous substance or compound in any form or any substance or thing.
<b>Improvements</b> means the improvements on the Showground including structures, fixtures, fittings and any surfacing on the land.

<u>Interest Rate</u> means 10% per annum or such other amount as RAS may have notified the Licensee prior to the date of the Licence.
<u>Law</u> means: those principles of law established by decisions of courts of competent jurisdiction in NSW; any legislation now or at any time in force of the Parliament of the Commonwealth of Australia or any State or Territory of same and any rule, regulation, ordinance, by-law, statutory instrument, order or notice now or at any time made under any such legislation; requirements, Approvals, licenses and permits for the playing of all music and use of all performance materials subject to intellectual property rights; and requirements and approvals of, and licenses granted by, an Authority (including Approvals), including any conditions imposed thereunder.
<u>Licence Fee</u> means the amount payable by the Licensee.
<u>Licensee</u> means the Licensee identified in the Schedule of Key Terms and its successors and includes the Licensee's Employees.
<u>Licensee's Employees</u> means the Licensee's employees, agents, contractors, sub-contractors, invitees, sub-licensees or others who may at any time be in or upon the Showground with the express or implied consent of the Licensee.
<u>Move-In Date</u> means the date of commencement of the Period as stated in the Schedule of Key Terms
<u>Move-Out Date</u> means the date of expiration of the Period as stated in the Schedule of Key Terms or, where RAS has exercised any right of termination, suspension, cancellation or postponement hereunder, such date as RAS may then nominate.
<u>Operational Costs</u> means an amount payable by the Licensee to RAS for the cost of the provision of Operational Services.
<u>Operational Services</u> means the utility services which RAS may provide, including gas, electricity, water, drainage, sewer, internet and connection to any such operational services.
<u>Permitted Use</u> means the uses allowed to be conducted in the Space as set out in the Schedule of Key Terms.
<u>SRES</u> means the annual event conducted by RAS known as the Sydney Royal Easter Show.
<u>Showground</u> means Sydney Showground and any other area occupied by the RAS for SRES purposes.
<u>SOPA</u> means the Sydney Olympic Park Authority constituted under the <i>Sydney Olympic Park Authority Act 2001</i> (NSW).
<u>Space</u> means that part of the Showground described the Schedule of Key Terms.
<u>Structure</u> means any structure, fixing or fitting erected, or intended to be erected, by the Licensee on the Space.