

# **TERMS AND CONDITIONS OF LICENSE TO OPERATE**

The following Terms and Conditions shall be the License to Operate Agreement between the **Australian Sheep Breeders Association INC** (hereinafter referred to as "the organiser") and

\_\_\_\_\_ (hereinafter referred to as "the vendor") for the period of the Show (hereinafter referred to as "the event") for 2018.

## **1. Sites**

- 1.1. The vendor shall only have a license to occupy the site or sites as approved in the License to Operate for the Australian Sheep & Wool Show 2018 or in writing to the vendor prior to the date of the Show.
- 1.2. The vendor's property and equipment shall not exceed nominated site boundaries.
- 1.3. The organiser reserves the right to relocate the position of sites during the event if deemed necessary.
- 1.4. Camping is only permitted on site within approved camping sites. The preferred camping site is the Bendigo Showgrounds, Holmes Road, It is the sole responsibility of vendors to organise, book, liaise and settle relevant financial accounts with necessary accommodation and or camping facilities. (refer application)

## **2. Fees Payable**

- 2.1. Any vendor who has not paid site fees in full prior to the event without prior written agreement from the **Australian Sheep Breeders Association INC** will not be allowed to operate during the event.
- 2.2. Refund of site fees is at the total discretion of **Australian Sheep Breeders Association INC** and no refund of site fees shall be given, unless written notice is given to the organiser by the vendor at least four weeks (4) weeks prior to the commencement of the event. With deposits by 5.00pm 26<sup>th</sup> May, 2018.
- 2.3. No refund of site fees shall be given due to inclement weather.

## **3. Vendor Vehicles**

- 3.1. Vendor's vehicles and stock trucks/vans are to be removed from the site/s area by 10.30pm 19<sup>th</sup> July 2018, 6pm 19<sup>th</sup> July, 2018 in Woolcraft area and parked within designated parking locations prior to the commencement of activities at the venue. No vendor vehicles to be on site during the show event.
- 3.2. Parking of all vendor vehicles is the responsibility of the vendor.

### **3.3. No vehicle access between Trading Times**

## **4. Vendor Agreement**

- 4.1. All vendors who occupy site space during the event, are deemed to have accepted the Terms and Conditions of the License to Operate with or without prior notice thereof.

4.2. The organiser reserves the right to immediately revoke a vendors License to Operate at the event should the vendor fail to comply with any of the Terms and Conditions.

## 5. Insurance

5.1. All vendors must have Produce and Public Liability Insurance to the value of not less than \$10,000,000 (\$10 Million). A certificate of currency must be forwarded to the Vendor Coordinator prior to the event.

5.2. The organiser shall not be held liable for loss or damage incurred by vendors before, during or after the event. It is recommended that vendors carry adequate insurance to cover theft and damage.

## 6. Site Obligations

6.1. Vendors shall not, under any circumstances, drive over another site holders allocated site.

6.2. The organiser reserves the right to restrict access to sites if necessary, in particular as it relates to ground conditions affected by drought or excess rain.

6.3. Should encroachment on neighbouring sites become necessary, in order to manoeuvre the unit into position, any damage caused must be made good by the vendor.

6.4. Vendors are to set tall, large structures to the back of sites to prevent blocking neighbouring frontage.

6.5. The vendor shall be responsible for maintaining the site in a clean and tidy condition for the period of the event. The vendor shall clear the site/s upon the close of activity at the end of each day as per the trading times. Food waste must be disposed of into wheelie bins and hard waste/ recycling must be disposed of into Skip bins located on site. Sites will be inspected by the **Australian Sheep Breeders Association INC** nominated representative to ensure the site is maintained to a satisfactory standard.

### TRADING TIMES:

Friday : 9:00 am - 5:00 pm

Saturday: 9:00 am - 5:00 pm

Sunday: 9:00 am - 4:00 pm

6.6. Should the site not be returned to a satisfactory condition, the vendor will be responsible for any fees incurred by the organiser. All sites must be vacated 12:00pm Tuesday 24<sup>th</sup>. July 2018. All sites in Woolcraft area must be vacated by 6pm Sunday 22<sup>nd</sup> July, 2018.

6.7. Sub-letting of site/s is prohibited. Vendors who are sub-letting may be asked to leave the Australian Sheep & Wool Show immediately forfeiting any site fees paid.

6.8. Permission must be obtained from the **Australian Sheep Breeders Association INC** for the placement of banners on or around vendor stands. No structure will be placed on or inserted into the ground before the **Australian Sheep Breeders Association INC**

Coordinator has inspected the location. Vendor signage must not be displayed beyond the boundaries of the vendor site. Signage must not be displayed so as to create an obstruction to pedestrians.

6.9 The **Australian Sheep Breeders Association INC** will not be liable for loss of or damage to vendor property whilst at the Australian Sheep & Wool Show.

## 7. Setting Up and Packing Up

7.1 **Bump-in is prior to 10:30pm 19<sup>th</sup> July 2018 and bump-out times is after 4:00pm 22<sup>nd</sup> July 2018 times must be strictly adhered. Woolcraft site holders Setup/Bump in from 1pm Thursday 19<sup>th</sup> July, 2018 and Bump out after 4pm Sunday 22<sup>nd</sup> July, 2018.**

7.2 Vendors who are late for bump-in will be refused entry.

7.3 Vendors must be escorted by Australian Sheep Breeders Association INC Coordinator to their site and must adhere to the 5km per hour speed limit through the Bendigo Showgrounds.

## 8. The Organiser's Rights to Cease Trade of a Vendor at the Event

8.1. The organiser reserves the right to cease the trade of a vendor at the event, which displays or sells merchandise for which no details have been submitted, or which the organiser's representative deems

- to be potentially offensive to the general population;
- to be hawking;
- to be of a political nature;
- to be of a controversial nature;
- does not engage the community in a genuine activity; and/or
- to be considered inappropriate for the Australian Sheep Breeders Association INC as deemed by the Operations Manager.

8.2. The organiser's representative may request removal of any goods, articles, signs or printed matter at any time.

8.3. The organiser reserves the right to close any vendor site and cancel the License to Operate without notice at any time.

8.4. The vendor's right to occupy a site shall cease immediately upon written notice of closure by the organiser's representative and the vendor shall vacate the site within two (2) hours.

8.5. The organiser reserves the right to remove the site holder's goods and chattels from the site should the vendor refuse to leave the site after notice is given.

8.6. The organiser will give reason in writing for the closure of any stand or cancellation of the License to Operate.

## 9. Food Vendors

9.1. In the event of Australian Sheep Breeders Association INC sponsors providing products to be issued to consumers, these products will be supplied to vendors and must be used (where applicable) in place of their standard stock i.e. drinking vessels, plates etc.

9.2. Beverages and food sold in glass containers are prohibited, except by approval of the **Australian Sheep Breeders Association INC.**

9.3 **All Temporary/Mobile Food Vendors must be appropriately registered under the Food Act through *Streatrader*.**

9.4 **All Temporary/Mobile Food Vendors must hold a current Food Act Registration Certificate issued by their principle Victorian Council.**

9.5 **A “Statement of Trade” must be lodged through *Streatrader* and submitted to Environmental Health & Local Laws by 26<sup>th</sup> May 2017.**

9.6 Food vendors must read and follow the “Temporary and mobile food vendors” guidelines. Food vendors who do not comply with these guidelines will not be permitted to trade. Please visit [Temporary food premises guidelines for events](http://www.bendigo.vic.gov.au/Leisure_and_Entertainment/Events_and_fundraisers) and [www.bendigo.vic.gov.au/Leisure\\_and\\_Entertainment/Events\\_and\\_fundraisers](http://www.bendigo.vic.gov.au/Leisure_and_Entertainment/Events_and_fundraisers).

9.7 All certificates and safety plans including food are to be retained onsite at all times.

9.8 All Food Vendors must comply with all requirements relating to the food Act 1984, The Food hygiene code of catering, Temporary premises and vehicles 1996 and the Victorian food code 1994.

#### **10. Liquid Waste ,Wastewater, Oil and Fat**

Wastewater, oil and fat must not be disposed of on lawn areas, down stormwater drains or in rubbish bins. All fats and oils must be taken from the site by the vendor and disposed of appropriately. Penalties will apply should liquid waste be disposed of in an inappropriate manner. Disposal of these products in the incorrect way has huge impact on the environment and we encourage vendors observing inappropriate waste disposal practices to report it to the event organisers.

#### **11. Packaging**

Wherever possible all vendors are urged to use environmentally sound packaging.

#### **12. Alcohol**

Sale of alcohol is prohibited.

#### **13. Appearance of Vendor’s Property and Equipment**

Vendors must maintain their property, equipment and an area of three metres surrounding it (not being occupied by neighbouring stand) in a clean and tidy condition at all times.

#### **14. Cancellation of Site**

The organiser reserves the right to cancel the License to Operate if, in their opinion there has been a breach of these Terms and Conditions. If the License to Operate is revoked, the organiser shall not be liable to pay the vendor any compensation or refund any money paid by vendors.

## 15. Banned Items

The following items are examples of what is deemed to be inappropriate:

- Guns (including authentic replica guns and guns that fire projectiles)
- Cap Guns
- Explicit and Hard-core T-shirts
- Fake Cigarettes
- Fuel type fire lighters (Zippo)
- Horns
- Knives (not associated with the agricultural industry)
- Martial Arts Numb Chuckers
- Playing Cards (Nude or Lurid)
- Pressure Pack Fart Gas
- Pressure Pack Silly String
- Pressure Pack Snow
- Sale of Drug Related Goods (including Cocaine kits, Bong, etc)
- Stink Bombs
- Water Pistols

The organisers reserve the right to ban any other inappropriate items.

## 16. Compliance

16.1 The vendor shall at all times comply with direction given by the or their Australian Sheep Breeders Association INC appointed representatives.

16.2 Vendors must offer customers a full refund for any substandard/faulty items sold during the Australian Sheep & Wool Show.

## 17. Occupational Health and Safety

Principles of Common Law and "Duty of Care" also apply to vendors, employers and employees. There are legislative requirements under the OH&S Act 2004 and OH&S Regulations 2007 that all vendors of services are expected to meet in relation to their activities.

In order to ensure this compliance all vendors must agree to abide by the safety policies and procedures which have been adopted by the Australian Sheep Breeders Association INC.

### Electrical Safety

The use of electrical equipment must be in accordance with the requirements of AS/NZS 3000, AS/NZS 3002:2008 and AS/NZS 3760:2003.

All electrical installations, leads and equipment must be inspected and tested by a licensed electrician or electrical inspector before use. They are to be re-tested every six months with inspection tags fitted and verification of this will be required.

### Gas

All gas bottles must be upright, have current certification and be adequately secured. Please note all relevant gas regulations must be adhered to.

Fire

All flammable liquids must be stored as per legal requirements.

Food Vendors are responsible for the correct installation of the fire extinguishers, for the entire period of the event.

Note: For further advice please contact the **Australian Sheep Breeders Association INC** Coordinator.

**18. General**

18.1 Closing date for applications is **26th May 2018**.

18.2 Successful sites will be notified within (10) working days after closing date of applications.

18.3 All site holders will be required to complete the compulsory "online safety induction for site holders" – password is first aid.

**19. Amendments**

The **Australian Sheep Breeders Association INC** may at any time amend, cancel, add to or suspend any of these Terms and Conditions and make further Terms and Conditions which shall bind a Vendor when notice is given to that vendor by the organiser.

**ACCEPTANCE OF LICENSE TO OPERATE**

Please read Terms & Conditions prior to signing this Acceptance of the License to Operate

I have read and accept the Terms and Conditions pertaining to the License to Operate:

Signature\_\_\_\_\_

For and on behalf of the aforementioned organisation\_\_\_\_\_

Position in Organisation (please print)

\_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_