



# 2021 ROYAL MELBOURNE SHOW COMMUNITY PERFORMANCE PROGRAM

23 SEPTEMBER - 3 OCTOBER



# THERE'S NOTHING LIKE THE ROYAL MELBOURNE SHOW

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## **Royal Melbourne Show Community Performance Program**

The Royal Melbourne Show, conducted by The Royal Agricultural Society of Victoria (RASV), is Victoria's largest and most celebrated community event.

With a commitment to supporting local community groups, the RASV is pleased to announce the launch of its 2021 Community Performance Program at this year's Show and expressions of interest are now open.

Following the success of the community group involvement in the 2019 Royal Melbourne Show, the 2021 Show will feature daily community group performances on the Main Stage in the Town Square Entertainment Precinct.

The Community Performance Program will occur twice daily at approximately 11.30am and 3.30pm on all 11 Show days between Thursday 23 September and Sunday 3 October.

If you belong to a community performance group of any kind and would like the opportunity to strut your stuff at the Royal Melbourne Show, please read below for more details and complete the expression of interest form.

Performing in front of the large crowds at the Royal Melbourne Show will be a memorable highlight for your community group and is a great opportunity to showcase your brand to over 450,000 Show patrons.

**Applications close on Friday 16<sup>th</sup> July 2021.**

**[Community Performance Program - Application Form](#)**

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## Royal Melbourne Show Community Group Performance Program

### Frequently Asked Questions

**Q: What does it cost to apply?**

A: Application is absolutely free!

**Q: If we are selected, will we have to pay for entry into the Royal Melbourne Show?**

A: No, the Royal Melbourne Show will provide all participants and minders with entry tickets.

**Q: Can we perform more than once?**

A: Absolutely – each group will perform for approximately 30 minutes when they are at the Show. You can apply to perform on as many days as suits you - the same routine can be performed each day because the audience will be different. Groups are encouraged to perform on as many days as they can manage.

**Q: We are a performance school - can we apply on behalf of several of our classes?**

A: Yes, we encourage school involvement. In the past, groups have undertaken several days with different age ranges on different days, and different classes performing each day - so most of their school was given the opportunity to perform. Likewise, within each 30-minute performance you can include different groups so long as there are no delays between each group performance. However, your group will only be allocated one 30-minute performance time per day.

**Q: What time will the performances be?**

A: The performance will be held at 11.30-12.00pm and 3.45 – 4.15pm daily (subject to change). Groups will need to arrive one hour before the start of their first performance and be clear of the changeroom within 30 minutes of the end of the performance (you'll need to take all of your possessions/costumes/props etc. with you at that time) – so it's a 2-hour commitment after which you are free to enjoy the rest of the Royal Melbourne Show.

**Q: What should our performance include?**

A: Each performance is to be approximately 30 minutes and can include multiple performance pieces with multiple groups from your community. Our performance theme for this year is 'Celebrating our everyday community heroes' and we'd encourage you to take our collective experiences of the last year as inspiration for your performance. So think about your music, choreography and costuming selections carefully. Ideally your act can include a short break mid performance when our Main Stage MC can interview a member of your group – this is an opportunity to promote your group and tell us your 'everyday heroes' stories.

**Q: What equipment will be supplied?**

A: We build a large covered outdoor stage with full audio and lighting facilities. You'll have a stage area of around 8m wide x 6m deep to work with, and stage wings on either side. We will allow you 5-10 minutes to set up the stage prior to your performance. There will be audio playback facilities, up to 3 x microphones, and an LED screen at the rear of the stage for any visuals you want to display – all visuals

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will need to be approved by RASV. Any additional production equipment requirements must be kept to a minimum.

**Q: Do I need to come in costume?**

A: This is up to the performer. Each group will have access to a small change room space to prepare for your performance and leave limited belongings. RASV will not take responsibility for the loss of personal property, so we strongly suggest that you don't bring any valuables with you (or make sure you leave them with a family member or friend). Drinking water will also be provided.

**Q: What Covid Safety Plans are in place?**

A: RASV is committed to running a Covid safe event. The health and safety of all our staff, suppliers, performers and patrons is a primary focus of our 2021 Royal Melbourne Show planning. A comprehensive, state government approved Covid Management Plan is being implemented across all aspects of the show and includes the regular daily cleaning of all shared areas and facilities. Your group will be using shared dressing room facilities that will be thoroughly cleaned after each group leaves and you'll all be required to check in via appropriate QR codes.

**Q: How do we get to the Royal Melbourne Show?**

A: It is recommended to catch a train to Melbourne Showgrounds station. Public transport is your best option and we will send you details on the best routes. Unfortunately we cannot provide any parking at Melbourne Showgrounds this year.

**Q: Will we be paid to perform?**

A: All community group performers and minders will receive complimentary tickets to enter the Royal Melbourne Show for each day they come to perform. A limited number of additional tickets may be available on special request. In addition, to assist each community group's participation in the Show, each group will be paid \$200 for the first day they perform and \$100 for each subsequent performance day. (Note that your community group must hold a current and valid ABN to be eligible to receive payments from RASV).

**Q: How will we qualify for selection?**

A: We are looking for the best of the best! You'll need to show us images of your amazing costumes, provide us with some videos of your recent performances, provide a performance group of 10 (minimum) to 50 (maximum) performers per performance, ensure a ratio of one minder to every eight underage performers (and no more than the 1 to 8 ratio without prior approval from RASV), maintain and provide us with your Public Liability Insurance details (to a minimum of \$10 million unless approved otherwise by RASV), and if selected sign the RASV Performance Agreement (refer to the Agreement within this document).

**Q: How many community groups will be selected?**

A: Royal Melbourne Show presents only the very best. We require a minimum of two community groups each day. While no limit to the total number of groups has been set, it is likely that only a small number of high-quality groups will be selected to perform on multiple days.

**Q: What materials do I need to support my entry?**

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A:

1. A short biography, including a description of your performance
2. Details of any achievements or previous high-profile performances
3. At least one web link to a video recording of the applicant (the recording quality of any media submitted will not be taken into account)
4. At least one photo or costume sketch of the applicant.
5. A short statement or performance synopsis that describes how you will interpret the theme 'Celebrating our everyday community heroes' will certainly strengthen your application.

**Q: I have more questions – how can I get more information?**

A: First read the Terms and Conditions attached to the Application Form (below). If you still have questions, email [entertainment@rasv.com.au](mailto:entertainment@rasv.com.au)

**Q: How do we apply?**

A: Complete the application form below and email it to [entertainment@rasv.com.au](mailto:entertainment@rasv.com.au) together with your videos and images. Applications close at 5.00pm Friday 16<sup>th</sup> July 2021.

**Q: When will we know if our application has been successful?**

A: 'Offers to Perform at the 2021 Royal Melbourne Show' will be sent by Friday 23<sup>rd</sup> July 2021.

**Q: Is it going to be fun?**

A: You bet – there's nothing like the Royal Melbourne Show!

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## Community Application Form

Applicant (group) name: \_\_\_\_\_

Primary contact name: \_\_\_\_\_

Primary mobile phone number: \_\_\_\_\_

Primary email address: \_\_\_\_\_

Secondary contact name: \_\_\_\_\_

Secondary mobile phone number: \_\_\_\_\_

Secondary email address: \_\_\_\_\_

Number of different groups involved in your application: \_\_\_\_\_

Age ranges and size of each of the different groups: \_\_\_\_\_

Maximum number of performance days (1/2 hour per day): \_\_\_\_\_

Minimum number of performance days (1/2 hour per day): \_\_\_\_\_

Any dates unavailable from 23 September to 3 October 2021: \_\_\_\_\_

Web links that support your application: \_\_\_\_\_

Number of images supplied to support your application: \_\_\_\_\_

Value of your Public Liability Insurance: \_\_\_\_\_

Do you agree with the Terms and Conditions? \_\_\_\_\_

Anything else you feel we should know? \_\_\_\_\_

Signature of primary contact: \_\_\_\_\_

Date: \_\_\_\_\_

(Official use only) Countersigned: \_\_\_\_\_

Date: \_\_\_\_\_

(Official use only) Performance time and date: \_\_\_\_\_

Only sign and return this Application form if you have:

1. read and agree to the Terms and Conditions attached to this Application Form (in particular regarding your insurance, OH&S and Working With Children obligations);
2. filled in every field of the Application Form;
3. attached a short biography, including a description of your performance, and details of any achievements or previous high-profile performances;
4. included at least one web link to a video recording of the applicant (the recording quality of any media submitted will not be taken into account); and
5. included at least one photo or a costume sketch of the applicant.

If you answered "yes" to all of the above, please scan and email the Application Form (this page only) to [entertainment@rasv.com.au](mailto:entertainment@rasv.com.au) by Friday 16th July 2021.



## **APPLICANT AGREEMENT**

## Terms and Conditions

### PARTIES TO THE AGREEMENT

The Royal Agricultural Society of Victoria Limited (RASV) ABN 66 006 728 785 of RASV Centre, Melbourne Showgrounds, Epsom Road, Ascot Vale Victoria 3032, and

The Applicant(s) ("Applicant") listed on the Community Application Form.

### 1. PRODUCT

- 1.1 If selected by RASV, the Applicant agrees to provide and co-ordinate two or more half-hour parade performance set(s) (The Product) at the 2021 Royal Melbourne Show (Show) on the date(s) selected by RASV
- 1.2 The Applicant agrees to arrive at the Performance Space at least one hour before any scheduled performance.
- 1.3 Set out below are the terms and conditions of the agreement (Agreement) by which both parties will be bound upon execution.

### 2. TERM AND DATES

- 2.1 This Agreement shall commence on the date of execution and shall expire, subject to Clause 2.2, at close of business on 3 October 2021 (Term), unless terminated earlier in accordance with Clause 23.
- 2.2 The dates in this Agreement are provided on the basis that the Show will be held from Thursday, 23 September 2021 until Sunday, 3 October 2021. If the Show is held on other dates, the dates in the Agreement may be adjusted by RASV to reflect such altered dates, and RASV shall notify the Applicant in writing of any such adjustment.
- 2.3 The Applicant shall have no claim for any loss or damage by virtue of any change to the date upon which the Show will take place.

### 3. VENUE

- 3.1 The Performance Space will be located within the Showgrounds.
- 3.2 RASV reserves the right to alter, change or vary at its discretion the Performance Space at any time during the Term with immediate effect by notifying the Applicant in writing.
- 3.3 The parties agree and acknowledge that, in the event the Performance Space is altered, changed or varied under Clause 3.2, the support to be provided by the Applicant pursuant to Clause 1 of this Agreement may change accordingly.
- 3.4 The Applicant will have no claim for any loss or damage suffered by virtue of any alteration, change or variation made to the Performance Space under Clause 3.2.

### 4. COSTS

- 4.1 The parties agree and acknowledge that, unless otherwise specified, the Applicant will bear all costs and expenses of and associated with the coordination and provision of the Product including, without limitation:

## Community Performance Program - Application Form



- (a) All items (including equipment) required to deliver the Product within the Performance Space, with the exception of the public address system provided by RASV;
- (b) any Personnel required to deliver the Product provided by RASV; and
- (c) any costuming and additional clothing required.

## **5. APPLICANT FEES AND PAYMENTS**

- 5.1 Application to the community performance program is free.
- 5.2 Subject to Clause 5.3 & 5.4, the Applicant will receive a payment, the Performance Fee, of \$200 for the first day of performance, with all subsequent days that the Applicant performs, the Applicant will be paid \$100. Payment is to the Applicant as a whole, regardless of how many members perform as part of the group.
- 5.3 Payment is dependant of the Applicant having a valid ABN.
- 5.4 The applicant must invoice RASV within seven (7) days following the end of the Show. The term of the show is in accordance with clause 2.2

## **6. APPLICATION MATERIALS**

- 6.1 Applicants must:
  - (a) read and agree with these Terms and Conditions;
  - (b) complete every field of the Application Form;
  - (c) attach a short biography, including a description of performance, and details of any achievements or previous high-profile performances;
  - (d) include at least one web link to a video recording of the applicant (the recording quality of any media submitted will not be taken into account);
  - (e) at least one photo or costume sketch of the applicant;
  - (f) email or fax the Application Form to the specified location by 5.00pm, Friday 20 July 2021.

## **7. CONTENT**

- 7.1 The Applicant will:
  - (a) Respect the family nature of the Show. The Applicant is required, if necessary, to modify performances to ensure that they are appropriate in language and action for all ages,

- (b) Not make any overtly political comments, or any comments of a religious nature, at any time during the performance,
- (c) Not make comments or perform lyrics containing unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane, indecent, harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive words or phrases.

## **8. MARKETING AND SIGNAGE**

- 8.1 The Applicant agrees to provide RASV and the RASV's public relations team with an adequate amount of information and images to allow for the effective promotion of the PRODUCT.
- 8.2 The Applicant agrees to not engage in an unreasonable amount of self-promotion or the promotion of any related parties or merchandise without the consent of RASV. The extent to which promotion is deemed reasonable will be at the sole discretion of RASV.
- 8.3 The Applicant agrees to comply with all terms and conditions of the RASV's Signage Policy. In particular, the Applicant agrees and acknowledges that:
  - (a) all signs are subject to the prior approval of RASV;
  - (b) all signs must be of a professional standard;
  - (c) no hand-written signs are permitted;
  - (d) all signs must be safe and meet OH&S standards; and
  - (e) all applicant signs are to be removed at the end of the Show by the Applicant.
- 8.4 RASV reserves the right to vary or amend the Signage Policy, including any signage specifications, from time to time.
- 8.5 If RASV requires any sign to be altered or removed then, upon being notified by RASV to alter or remove a sign, the Applicant must promptly take such action at the Applicant's own cost and expense.
- 8.6 The Applicant may not enter into, or hold itself out to any third party as being permitted to enter into an agreement with a third party to advertise or promote the third party's products or Services on or in proximity to the Performance Space, unless the Applicant has received RASV's prior written consent.

## **9. REMOVAL**

- 9.1 Unless RASV directs otherwise, the Applicant must not remove from or alter or interfere with any structure, stall, exhibit, equipment or sign within the Showgrounds during the Term.
- 9.2 Without limiting Clause 9.1, the Applicant may only remove from the Showgrounds any structure, stall, exhibit, equipment or sign belonging to the Applicant, but this may only be done during the times notified to the Applicant by RASV.
- 9.3 Any object(s) not removed in accordance with Clauses 9.1 to 9.2 will become the property of RASV, which may, at the Applicant's expense, remove and dispose of the objects as RASV sees fit and the Applicant will have no claim against RASV and will indemnify RASV against any claim for any loss caused by such removal or disposal.

## **10. OCCUPATIONAL, HEALTH AND SAFETY**

- 10.1 The Applicant will comply at all times with the provisions of the relevant occupational health and safety legislation standards and codes of practice. RASV will provide the Applicant with a link to the RASV online OH&S Induction Guidelines and registration test prior to commencement of the Show, all personnel engaged by the Applicant must have current RASV OH&S Induction Cards (registration numbers) prior to the contract date for entry into the Showgrounds.
- 10.2 The Applicant must not do anything that may in any way endanger the Showgrounds, any person, or any equipment or goods (whether belonging to the Applicant or anyone else) in the Showgrounds.
- 10.3 RASV may require the Applicant to remove any item or thing from the Showgrounds that, in RASV's opinion, is or is likely to or may become dangerous to the Showgrounds or any person or thing within the Showgrounds. If the Applicant fails to remove such item or thing upon request, RASV may arrange for its removal at the Applicant's expense.

## **11. WORKING WITH CHILDREN CHECK CARDS**

- 11.1 The Applicant and all on site supervising staff engaged by the Applicant to work at the Show, must comply with all requirements prescribed by law or instrument applicable to the engagement or employment of any personnel, including working with children legislation regarding Working with Children Check Cards (further information can be found at: [www.workingwithchildren.vic.gov.au](http://www.workingwithchildren.vic.gov.au))

## **12. SECURITY**

- 12.1 The Applicant accepts full responsibility for the security of all personal belongings retained or stored within the Performance Space and RASV will not be liable for any damage or loss to stock, equipment or personal belongings and property stored within the Performance Space resulting from any cause whatsoever.

## **13. ACKNOWLEDGEMENT BY THE APPLICANT**

- 13.1 The Applicant must not do or omit to do any act or thing which might reasonably be expected to reduce or diminish the good name and reputation of RASV any of its sponsors or any other exhibitor, the business of RASV or the goodwill of any RASV event.

## **14. RELATIONSHIP BETWEEN THE APPLICANT AND RASV**

- 14.1 In providing the services under this Agreement, the Applicant is acting in the capacity of an independent contractor. This Agreement does not constitute any partnership, trust, agency, joint venture or employment relationship between the parties.

## **15. MAKING RULES AND JUDGEMENTS**

- 15.1 RASV reserves the right in its discretion to make any rules as to the use of the Performance Space and the Showgrounds provided that they are not inconsistent with the Applicants rights under this Agreement.
- 15.2 The Applicant must comply with any rules RASV makes and notifies to the Applicant.
- 15.3 The Applicant agrees to be bound by the decisions of RASV, which are final.

## **16. AUTHORITY OF THE APPLICANT**

- 16.1 The Applicant does not have any authority to, and must not, act, contract or incur any obligation, liability or responsibility on behalf of RASV except as and to the extent expressly provided in this Agreement.

## **17. AMBUSH MARKETING**

- 17.1 The Applicant must not engage in ambush marketing of the products or services of any other exhibitor at the Show or any sponsor of the Show or RASV.

## **18. NOTIFICATION TO RASV OF PERSONAL INJURY OR DAMAGE TO PROPERTY**

- 18.1 The Applicant must immediately report to RASV any incident of personal injury or property damage occurring on or at the Showgrounds.

## **19. INSURANCE**

- 19.1 The Applicant must take out and maintain for the Term a Public and Products Liability policy of insurance. The insured named in that policy will include:
- (a) The Applicant;
  - (b) The Royal Agricultural Society of Victoria Limited.
  - (c) Showgrounds Nominees Pty Ltd ACN 111 279 675; and
  - (d) PPP Solutions (Showgrounds) Nominee Pty Ltd ACN 113 259 304 (insureds).
- 19.2 The Policy shall cover the insureds' liabilities to third parties for personal injury and property damage. The Public and Products Liability policy shall be for an amount not less than \$10,000,000 for any one occurrence and in the aggregate during any one period of insurance in respect of liability arising out of products.
- 19.3 The policy shall be in a form approved by RASV and must include a cross liability clause and a waiver of subrogation clause. The Applicant will be responsible for any excess or deductibles in respect of any claim made under the policy.
- 19.4 The Applicant, must, at its own cost, effect and maintain for the Term, an insurance policy to cover all plant and equipment owned by or in the possession, custody or control of the Applicant which are to be used or, which are intended to be used, for the purposes of performing this Agreement.
- 19.5 The Applicant, must, at its own expense, effect, maintain and comply with the terms and all requirements at law of all statutory compulsory insurances including, without limitation, those insurance policies required to be effected with respect to:
- (a) workers compensation; and
  - (b) use of motor vehicles.
- 19.6 The Applicant must provide RASV with satisfactory evidence of its compliance with, and the currency of, each of the insurance policies required in this Agreement. At least thirty (30) days prior to the Show's commencement, the Applicant must provide RASV with copies of such insurance policies as evidence of compliance.
- 19.7 The Applicant must notify RASV of any cancellation or threatened cancellation of any of its insurance policies required under this Clause 19.

19.8 The Applicant must not do anything in the Showgrounds which may vitiate or render void or voidable any insurance policy of RASV or any other insurance policy taken out pursuant to this Clause 19.

## **20. INDEMNITY**

20.1 The Applicant acknowledges that it uses the Performance Space at the Applicant's sole risk.

20.2 The Applicant indemnifies RASV, Showgrounds Nominees Pty Ltd and PPP Solutions (Showgrounds) Nominee Pty Ltd and their Staff (the Indemnitees) against all demands, actions, claims, liabilities, loss cost and expense that may be incurred or sustained by the Indemnitees as a result of any act, matter or thing done, permitted or omitted to be done by the Applicant or its Staff pursuant to or in connection with this Agreement including:

- (a) The Applicant's use or misuse of the Performance Space;
- (b) any act done (or anything omitted to be done) by or on behalf of the Applicant;
- (c) at or in connection with the Performance Space or the Showgrounds;
- (d) in connection with the Show; or
  
- (e) arising out of or in connection with the exercise of the Applicant's rights pursuant to this Agreement as a result of which any other person alleges that the act or omission (as the case may be) infringes the Intellectual Property Rights of that other person (whether or not that allegation is tenable); and
  
- (f) any death, injury, loss or damage from any cause occurring within the Performance Space or caused by or contributed to by the Applicant, except to the extent that the death, injury, loss or damage is proven to have been caused by or contributed to by an Indemnitee's negligence.
  
- (g) Continuing Indemnity.

20.3 The parties agree that for the avoidance of doubt, the indemnities given by the Applicant to the Indemnitees in this Clause 20 survive the termination or any assignment or novation of this Agreement, irrespective of however the termination, assignment or novation arises.

## **21. RELEASE**

21.1 The Applicant releases RASV, RASV, Showgrounds Nominees Pty Ltd and PPP Solutions (Showgrounds) Nominee Pty Ltd and its staff to the full extent permitted by law from all demands, actions, claims, liabilities, loss, damage, cost or expense for or resulting from:

- (a) the cancellation by RASV of all or any part of the Show, or postponement of the Show;
- (b) the exercise by RASV of any of its rights provided for under this Agreement;
- (c) any loss of or damage to the Applicant's property or to the property of a third party;
- (d) any loss suffered by the Applicant as a result of the Applicant occupying and using the Performance Space;
- (e) the death of or injury to any person occupying, being present in or in proximity to, or using the Performance Space;

- (f) the theft of the Applicant's Property while in the Performance Space;
- (g) The indemnity by the Applicant;

except to the extent that the loss, death, injury, loss or damage is proven to have been caused by or contributed to by RASV's negligence.

## **22. INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

- 22.1 RASV acknowledges that the Product provided under this Agreement, is based on the program developed by the Applicant.
- 22.2 The Applicant will be responsible for any permits, licenses or approvals required for the undertaking of performances (with the exception of an APRA license, which will be covered by RASV).
- 22.3 The Applicant provides RASV a perpetual, irrevocable, royalty free, worldwide license to use, publicly display, distribute, sublicense, modify and otherwise fully exploit the Applicant's image or audio-visual recordings resulting from the agreed performance(s) and/or any content submitted by The Applicant.
- 22.4 All Intellectual Property provided by RASV and used and developed for the purposes of this Agreement will remain the property of RASV and will not be revealed to or shared with a third party without the written approval of RASV.

## **23. TERMINATION**

- 23.1 RASV may terminate this Agreement with immediate effect by giving the Applicant notice if:
  - (a) The Applicant commits a breach of this Agreement and that breach is incapable of remedy, or, if the breach is capable of remedy, the Applicant has not promptly remedied the breach after being required in writing by RASV to do so;
  - (b) the Show is postponed or cancelled for any reason;
  - (c) the PRODUCT is suspended or cancelled for any reason by RASV;
  - (d) in the opinion of RASV, the Applicant or any of its Staff or the Coordinator is guilty of fraud, dishonesty or any serious misconduct, in which case, RASV, in addition to the right to terminate, will be entitled to require the immediate removal of the Applicant and its personnel/ members from the Showgrounds.
  - (e) Serious misconduct includes, but is not limited to:
    - (i) theft; fraud; assault; antisocial or unacceptable behaviour; illegal substances; and/or intoxication.
- 23.2 Termination of the Agreement is without prejudice to and will not affect the accrued rights or remedies of any of the parties arising in any way out of this Agreement up to the date of expiry or termination.

## **24. RASV APPROVALS**

- 24.1 If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of RASV or is within the discretion of RASV, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by RASV in its absolute discretion unless express provision to the contrary has been made.
- 24.2 The Applicant acknowledges and agrees that any approval by RASV for or in relation to the doing of any act, matter or thing under this Agreement does not constitute a representation that the doing of the act, matter or thing approved by RASV complies with all relevant laws and does not infringe the rights of a third person.

## **25. PRIVACY**

- 25.1 RASV may collect personal information (within the meaning of the Privacy Act 1988 (Cth) and other applicable privacy legislation) about the Applicant and its Staff for the purpose of administering and providing services under or connected with this Agreement.
- 25.2 The personal information collected may be shared with other bodies such as service providers (e.g. telecommunications providers), insurance providers or debt collection agencies, for the purposes mentioned in Clause 27.1. Personal information may also be disclosed to any entity that may subsequently administer the Show or if required or authorised by law.
- 25.3 Persons about whom such personal information is collected have certain rights of access to their personal information held by RASV, and can enquire about obtaining such access by contacting RASV Company Secretary by telephoning (03) 9281 7444 or writing to the Company Secretary, The Royal Agricultural Society of Victoria Limited, Melbourne Showgrounds, Epsom Road, Ascot Vale, Victoria 3032.
- 25.4 The Applicant agrees and acknowledges that it will:
- (i) meet its obligations under the applicable provision of the Privacy Act 1988 (Cth) and all other relevant privacy laws at all times;
  - (ii) to the extent reasonably requested by RASV from time to time, take reasonable steps to assist RASV to comply with its obligations under the Privacy Act 1988 (Cth) and all other relevant privacy laws relating to any personal information provided to RASV by the Applicant, including complying with the provisions of those laws requiring that individuals be given access to their personal information and be made aware of certain information when personal information about them is collected directly or indirectly; and
  - (iii) notify RASV immediately of any complaint or query to the Applicant from any individual or any other person (including from the office of the Federal Privacy Commissioner or the Victorian Health Services Commissioner) about personal information provided to RASV by the Applicant and take reasonable steps to assist RASV in resolving that inquiry or complaint.
- 25.5 RASV conducts surveillance of the Showgrounds and has close circuit television (CCTV) filming the Showgrounds for security and safety. A person entering the Showgrounds may be photographed, filmed, taped and/or subjected to monitoring by CCTV and it is deemed that a

person by entering the Showgrounds consents to RASV or third parties appointed by RASV photographing, filming or taping.

## **26. COMPLIANCE WITH REGULATORY REQUIREMENTS**

26.1 During the term of this Agreement the Applicant agrees:

- (a) to comply at all times with all reasonable directions, regulations or requirements of RASV or its Staff;
- (b) to comply at all times with the provisions of the relevant occupational health and safety legislation, standards and codes of practice as amended from time to time;
- (c) to comply at all times with all notices, orders or directions issued by any authority which affect or relate to the Performance Space and/or the provision of Support under this Agreement, regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the Applicant and RASV or any other person (a copy of any such notice, order or direction must promptly be given to RASV);
- (d) to comply at all times with all State and Local Government regulations and by-laws as they apply to the Contractor Space and the provision of Support under this Agreement;
- (e) not to do anything that may in any way endanger the Showgrounds, any person, equipment or goods (whether belonging to the Applicant or anyone else) in the Showgrounds;
- (f) to remove any item or thing from the Showgrounds upon request by RASV if RASV is of the opinion that the particular item or thing presents or is likely to present a danger to the Showgrounds, any person or thing within the Showgrounds and upon the Applicant failing to remove such item or thing upon request, that RASV may arrange for its removal at the Applicant's expense; and
- (g) to acknowledge the obligation of RASV to observe and comply with all laws and regulatory requirements applicable to it and/or the operation of the Showgrounds and that, in so complying, RASV has no liability or responsibility for, and the Applicant has no claim in respect of, any adverse effect such compliance may have on the Applicant.

## **27 WARRANTIES**

27.1 The Applicant warrants that:

- (a) all Applicants are more than 18 years of age (or have the consent from a legal parent or guardian), and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement;
- (b) it has read and understood this Agreement and agrees to comply with the terms of this Agreement at all times;



- (c) it has not been induced to enter into this Agreement by reason of any promise, representation, warranty or guarantee or undertaking whatsoever other than as is expressly stated in this Agreement;
- (d) the provision of the Support by it to RASV will not infringe any rights of any third party (including without limitation, any intellectual property right) law, statute, regulation or rule;
- (e) it has obtained all third party approvals necessary for it to perform its obligations and provide the Support under this Agreement;
- (f) it and its Staff have the requisite knowledge, skill and expertise to provide the Support in accordance with this Agreement;
- (g) it will at all times coordinate and provide the Product in a professional manner.

## 28 NOTICES

28.1 Any notice, demand, consent or other communication (Notice) given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post or by hand or fax or email to the address or fax number or email address below or the address or fax number last notified by the intended recipient to the sender:

**To RASV:**

The Royal Agricultural Society of Victoria Limited  
 Melbourne Showgrounds, Epsom Road, Ascot Vale 3032  
 Email: [jon.smith@rasv.com.au](mailto:jon.smith@rasv.com.au)

**To the Applicant:**

Details as per the Primary Contact fields of the Application Form

- (c) This notice will be taken to be duly given or made:
  - (i) in the case of delivery in person, when delivered;
  - (ii) but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next business day in that place.

## 29 ENTIRE AGREEMENT

29.1 This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

## 30 ASSIGNMENT OF RIGHTS

30.1 Subject to Clause 30.2, neither party may assign, license, sub-license, transfer, novate, mortgage or charge all or any part of its rights, benefits or obligations under this Agreement without the prior written consent of the other party.

- 30.2 Notwithstanding any other provisions of this Agreement, the parties acknowledge and agree that RASV may assign transfer, novate, charge, mortgage or otherwise assign by way of security all or any part of its rights, benefits or obligations under this Agreement to the State of Victoria (or its nominee) without the prior written consent of the Sub-Contractor or without any transfer fee or similar charges.
- 30.3 At the request of RASV, the Sub-Contractor must forthwith execute all documents necessary to give effect to such assignment, transfer, novation or security including executing a novation agreement with the State of Victoria (and/or its nominee).
- 30.4 Following execution of the novation agreement, this Agreement shall thereafter be between the Sub-Contractor and the State of Victoria (and/or its nominee).

### **31 VARIATIONS TO AGREEMENT**

- 31.1 An amendment, modification, alteration, change or variation to this Agreement will only be valid and binding on a party if made in writing and executed by both parties.

### **32 NO WAIVER**

- 32.1 No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

### **33 GOVERNING LAW**

- 33.1 This Agreement is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement and waives any rights to claim that those courts are an inconvenient forum.

### **34 FORCE MAJEURE**

- 34.1 Neither party will be liable for any delay in performing or failing to perform its obligations under this Agreement if such failure is due to force majeure. The performance of obligations under this Agreement will be suspended for the period of the delay due to force majeure, provided that prompt notification is provided from one party to the other party in writing detailing the reasons for the delay or failure and its likely duration. For the sake of this clause, "force majeure" means any act of God, war, sabotage, riot, insurrection, civil commotion, national emergencies, restriction imposed by a Government Body for public safety, pandemic, strikes, lock-outs or other industrial disturbance, accidents, uncontrollable transportation delays, communications, electrical or network failure, or the effect of any applicable laws, orders, rules or regulations, and any other matters beyond the reasonable control of the party claiming force majeure.
- 34.2 If the Event is not held as a result of any force majeure or any other reason, RASV will not be required pay for services by the Contractor incurred beyond the date of cancellation.
- 34.3 Except as specifically set out in this clause 19, neither RASV or the Contractor (or its officers, employees and contractors) has an action, proceeding, claim, right to be reimbursed or indemnified for a liability, loss, damage, expense or cost that the other party may pay, sustain or incur as a direct or indirect result of any one or more of the following:
- (i) the Event being not held as a result of a force majeure event;

- (ii) the Event only being held for less than 11 days as a result of a force majeure event; and/or
  - (iii) the Event being held in a manner that differs to that expected by the parties where the differences arise as a result of compliance with the COVID-19 Safe Plan;
- 34.4 Neither party will be liable to the other party for indirect, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.