

# Terms & Conditions



## Your Application

- Submission of your Expression of Interest Application does not guarantee that a site will be offered.
- Melbourne Royal® cannot guarantee that requested space will be available, preferences are taken into consideration and reserves the right to allocate site locations and sizes and also able to relocate the site location if required.
- Melbourne Royal reserves the right to decline any expression of interest applications and its decision will be final.
- Melbourne Royal is not required to enter into any correspondence regarding reasons for non-acceptance of any expression of interest application.
- This document does not constitute an offer and is issued only to invite an expression of interest.
- Melbourne Royal does not offer exclusivity to any exhibitor, however, reserves the right to limit the number of products within some categories at its discretion to ensure diversity.
- An official letter of offer from Melbourne Royal will be issued to successful applicants.
- Sites are only formalised once both a contract & schedule have been signed and returned to Melbourne Royal® and all deposits and monies due are paid in full.
- Deposits are due within 7 days from date of receipt of contract and invoice.
- Failure to comply with payment schedule will result in forfeit of allocated stand.
- The information you have provided to Melbourne Royal will be used to process your application to Exhibit at the 2024 Melbourne Royal Show.
- Your information may also be disclosed to any entity that may subsequently administer the Show or if required or authorised by law.
- By completing this application form, you agree to the above terms & conditions and confirm that the information that you have provided is correct and will be treated in accordance with our privacy statement.
- By filling out this form you consent to subscribing to Melbourne Royal Show and Melbourne Royal newsletters.

## Your Responsibilities as an Exhibitor

- You are responsible for organising and providing Melbourne Royal with all permits and licenses necessary for you to carry out the activities outlined in your Product specifications in the schedule of your Contract Agreement.
- Exhibitor stands must be staffed and ready to commence trade by 9:00am Thursday September 26, 2024, for the operational hours as advised by the Melbourne Royal Commercial & Exhibitor Department for the 11 days of Show.

## Allocated Space and Items for Sale

- You must not sublet or allocate any portion of the allocated space to any third party.
- You must not sell or promote any product/service which has not been pre-approved by Melbourne Royal, under the definition of Product Specifications in the schedule of your Contract Agreement and must be compliant with all safety and licensing requirements, counterfeit products are not permitted on site.
- All products, displays and signage must be within the confines of the stand boundaries at all times, additional charges will apply if not adhered to.
- You cannot increase prices during the Show period.

## Cancellations

- The following cancellation fees apply:
  - More than 90 days prior to the start of the Melbourne Royal Show – 10% of Instalment 1 forfeited.
  - Between 60 - 90 days prior to the start of Melbourne Royal Show – 25% of Instalment 1 forfeited.
  - Within 60 days prior to the start of Melbourne Royal Show – 100% of Instalment 1 forfeited.

## Car Parking and Deliveries

- There is no complimentary exhibitor parking at the Melbourne Showgrounds, car passes can be purchased, limited numbers available.
- Vehicle delivery passes will be provided and must be displayed in your vehicle for the move in/out and Melbourne Royal Show period.
- Access for any exhibitor, supplier, stakeholder is **not permitted** to the Melbourne Showgrounds on Sunday 22<sup>nd</sup> or Wednesday 25<sup>th</sup> September 2024.

### Competitions and Promotional Activities

- Competitions or promotional activities including signage must be pre-approved.
- Without prior approval, Melbourne Royal may request for promotions and/or signage to be withdrawn.
- No handwritten signs permitted on site without approval.

### Exhibitor Passes

- Exhibitor passes are issued for the purposes of staffing your stand only. Under no circumstances may an exhibitor sell or exchange any pass provided by Melbourne Royal. Breach of this will give the Melbourne Royal the right, without notice and without incurring any liability, to terminate the exhibitor's show license.
- Please refer to the Exhibitor Manual for the number of passes allocated per stand.
- A 1-day (single) day pass provides entry for 1 staff member for 1 day of the Melbourne Royal Show.
- A 11-day (whole of show) pass provides entry for 1 staff member for all 11 days of the Melbourne Royal Show.
- Additional passes can be purchased on request at a discounted rate.

### Collection of Passes

- Exhibitor passes will only be released if the Melbourne Royal holds:
- The Exhibitor Agreement & Schedule documentation signed by you
- Full payment is received
- Completion of the OHS online induction/s
- A copy of all relevant permits, licenses, insurances, WWCC, and any other requested documentation have been provided
- Bump in is not permitted until the Melbourne Royal receives the above paperwork.

### Your Agreement with Melbourne Royal

- Successful applicants must sign the Exhibitor Agreement & Schedule with Melbourne Royal and adhere to the Terms and Conditions contained in the Agreement, and the 2024 Melbourne Royal Show Event Manual.
- It is a requirement of your Agreement that the Terms and Conditions are read thoroughly and adhered to.
- The Exhibitor Agreement & Schedule only become binding once signed by both the Exhibitor and the Financial Controller of the Melbourne Royal Show.

### Ownership and Property Rights

- In the Exhibitor Agreement you will warrant that you are the owner or operator of the product or equipment on your Permitted Use
- You will not be permitted to sell or transfer your rights under that agreement (for example by selling the right to operate or display the products or equipment to a third party
- You must not infringe the Intellectual Property Rights of any person in regard to the Permitted Use of your Exhibitor Agreement

### Public Liability Insurance

- You are responsible for your own Public and Products Liability insurance and must submit a copy of your Certificate of Currency for Public Liability Insurance if your application is successful.
- Coverage must be for a minimum of \$20 million AUD.
- The Policy & Certificate of Currency must note: The Royal Agricultural Society of Victoria Limited, PPP Solutions (Showgrounds Nominees Pty Ltd) and Showgrounds Nominees Pty Ltd as interested parties.
- Please note Melbourne Royal or Melbourne Show is not accepted wording.
- The period of insurance, including the Named/Interested Party notation must be valid from Bump In, throughout the Melbourne Royal Show, and up to and including the day your goods are removed.
- Your insurance must be held with an APRA approved insurer and be approved by Melbourne Royal.
- Your insurance must be held in the same name as your Company Name on your application and Exhibitor Agreement if you application is approved.

### Security

- You are responsible for the safety and security of your staff and property. Melbourne Royal holds no liability for your belongings.

### Storage

- Please note there is limited storage available on-site for hire outside of your site at the Melbourne Royal Show 2024 for Exhibitors.
- Cool room/freezer storage requests must be included in your application, fees apply.
- You are **not permitted** to store, sell or promote items outside the boundaries of your allocated stand (for example, behind or adjacent to your stand). Items may be removed and unable to be recovered, fees may apply.

### Workplace Health and Safety

- Melbourne Royal is committed to Workplace Health and Safety and requires all exhibitors and their staff to complete an Online Safety Induction prior to arrival to the Melbourne Showgrounds.
- You must comply at all times with the provisions of WH&S Legislation and all relevant regulatory agencies, e.g. risk management, emergency planning and response, licenses and qualification for the operation of high-risk plant, food compliance, limiting sound levels to 85 dBA.
- Workplace Health and Safety inspectors will be on-site during the move in and throughout the Melbourne Royal Show period.

### Communication Policy

- Melbourne Royal complies with all State and Federal anti-discrimination legislation and the Work Health Safety Act 2004 (VIC)
- Melbourne Royal is committed to communicating with all clients, contractors, exhibitors and members of the public in a courteous and professional manner.

- Melbourne Royal expects all clients, contractors and exhibitors to reciprocate and communicate with Melbourne Royal in a courteous and professional manner.
- Harassment of any kind towards any member of Melbourne Royal will not be tolerated and in severe cases will be treated as a police matter and Melbourne Royal may withdraw any allocation of space.
- Melbourne Royal has the right to decline, at its absolute discretion, any application for exhibition or contract received by it and is not required to provide any reasons for doing so.
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### Disclaimer

- This information is correct at the time of distribution.
- Additional information and terms are noted within the Exhibitor Agreement schedule and conditions, available for review upon request.