Exhibitors Safety Responsibilities

The Exhibitor at all times shall exercise all necessary precautions for the safety of the public, employee(s) and others appropriate to the nature of the exhibit site/demonstration and the conditions under which the event is conducted. The Exhibitor shall comply with all statutory requirements and such directions as the Riverland Field Days Site Safety Co-ordinator may give.

Notwithstanding any directions or approvals given by the Site Safety Co-ordinator the Exhibitor shall at all times be held responsible for the safety of all persons engaged in the operation of an exhibit site/demonstration.

The Exhibitor shall promptly report to the Site Safety Co-ordinator, all accidents involving death, personal injury, and all incidents with the accident potential such as equipment, structure or infrastructure failure and the like. If required, the Site Safety Co-ordinator shall ask for an incident/accident report which must be provided to the Riverland Field Days Site Safety Co-ordinator or the Secretary within 48 hours of the accident/incident.

The Exhibitor shall implement a Site Specific Safety Management Plan. This plan will demonstrate how the Exhibitor will comply with the Occupational Health, Welfare and Safety Act and associated Acts and Regulations.

The Riverland Field Days Inc. has compiled a Site Hazard Identification List, which will be forwarded to you following payment of your site fees. This list, or equivalent company safety plan, must be completed and returned to the Secretary to finalise your site application requirements. If you do not receive this list, ensure you contact the Secretary for a copy.

The Site Safety Co-ordinator will be available during the course of the Riverland Field Days to assist with the site setting up, operating and dismantling.

The Exhibitor is responsible for ensuring that any marquee or other temporary structure placed on their site is erected correctly and competently in accordance with the manufacturers specifications for safe and secure erection; and in accordance with any Australian Standards; and industry general safe practice.

The Exhibitor is responsible for ensuring that there is no movement of any vehicle, under the control of the exhibitor, on any part of the field days site during the public access hours of the field days.

Exhibitor Safety Management Plan

Each exhibitor is required to provide a safety management plan by completing a Site Hazard Audit List, which addresses the following:

1. Safety management responsibilities within the Exhibitor organization which details the names and position of persons responsible for the following aspects:
   1.1 Maintaining up-to-date Occupational Health, Welfare & Safety Regulations, codes and practices and the communication of their relevance within the Exhibitors organization.
   1.2 The identification of and evaluation of site specific OH&S hazards through the completion of the site hazard audit list.
   1.3 Ensuring safe operation of all equipment, plant and materials used on the site.
   1.4 Procuring training, enforcement of the use and the monitoring of the condition of all related equipment.
   1.5 The management of on site work methods, the warning of hazards and the implementation of accident and emergency procedures.
   1.6 The protection of the public on and near to the site.
   1.7 The assessment and monitoring of all sub-contractors on site.
   1.8 Providing First Aid and the maintenance of First Aid stock.

2. The identification of the site related OH&S hazards, and for each hazard, the preparation of Job Safety Analysis, (JSA). The JSA should include Standard Operating Procedures (SOP) designed to manage the associated hazards.

3. A procedure for reviewing the site related hazards during the life of the Riverland Field Days and if necessary the development of a revised Site Safety Plan.

4. In the development of a Site Safety Plan, consideration should be given, but not limited to, the defining of confined spaces, adequate illumination, traffic control, machinery guards, safe access, working at heights, hazardous substances.

5. If the Safety Management Plan, in the Site Safety Officer’s opinion, does not adequately cover the requirements, then work will not be permitted to commence on site until the Safety Management Plan has been revised to cover the requirements.
1. Payment of all site fees in full must accompany the Application Form.

2. EXHIBITORS MUST HOLD CURRENT LIABILITY INSURANCE FOR THEIR EXHIBIT FOR THE DURATION OF THE EVENT INCLUDING SETTING UP AND REMOVAL.

3. The use of amplifiers and loud speakers is strictly prohibited, except with the permission of the Committee. The Committee reserves the right to confiscate PA / loud speaker equipment for the duration of the Field Days in the event that the Exhibitor fails to comply with Committee direction.

4. The Committee reserves the right to regulate or stop the use of machinery and equipment on static display sites which produce excessive noise or any form of nuisance or inconvenience to other exhibitors or the public.

5. The Committee of the Field Days shall have the power to enter the site area at any time and remove any exhibits, articles, signage, picture or printed matter which in their opinion may cause injury or damage or may be a cause of offence to the public or the officials of the Committee.

6. Except with the written consent previously obtained of the committee, the exhibitor shall not assign or sub-let or part with the possession of the whole or any part of the site or purport so to do.

7. The Exhibitor is responsible for the condition of the site covered by this Contract for the duration of the Riverland Field Days and upon completion of the Field Days the Exhibitor shall clean all parts of the area affected by the Exhibitor’s presence thereon to the satisfaction of the Committee.

8. The Exhibitor accepts all responsibility for and shall hold the Committee indemnified against any death, injury, damage or loss to any person, persons or property howsoever arising and whether at or in consequence of the Field Days by reason of any act, omission or neglect of the Exhibitor or arising out of the transport, installation, use or demonstration of any machinery, implement, apparatus, static display or stand AND the Exhibitor hereby undertakes to faithfully conform with any regulations, bylaws or ordinances made under such Acts of Parliament or by any Government, Semi Government or Local Government Authority duly authorised to make regulations, by-laws or ordinances in connection herewith.

9. The Committee shall not be liable for any loss of or damage to the Exhibitor’s property whilst on the said area. Security of the Exhibitor’s property or display shall be the responsibility of Exhibitor. There shall be no access to Exhibitor’s sites after 5.30 p.m. Wednesday, Thursday and Friday from which time security patrols arranged by the Committee will operate.

10. If the Committee should find it necessary or expedient to cancel or postpone the Riverland Field Days, this Contract shall cease to operate upon notice to that effect, signed by the Executive Manager served on the Exhibitor by handing it to him personally, by electronic means or by posting it to him in a prepaid envelope or wrapper at the address herein mentioned or at the option of the Committee by handing or offering it to any person who appears or is thought by the Executive Manager to be an employee, agent or partner of the Exhibitor and the Committee shall not be liable to the Exhibitor for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation or postponement and the Exhibitor shall not be entitled to any refund or payment of any money paid by the Exhibitor in relation to this application.

11. New equipment only may be displayed for sale. Used equipment of the current model may be brought on the site only for use in demonstration.

12. No holes to be dug without Committee approval.

13. The Exhibitor shall not conduct (or suffer to be conducted) on the Field Days site any competition or game without authority of the Committee.

14. The Committee reserves the right to amend operating conditions as specified.

15. Livestock shall only be permitted on the area by prior arrangement with the Committee.

16. The Committee reserves the right to re-allocate any site which is not occupied by 9 a.m. on the Friday, being the first day of the Field Days.

17. EXHIBITORS PLEASE NOTE: Exhibitors will NOT be permitted to camp on site.

(Continued on next page)
In these conditions unless the contrary appears: "the area" shall mean the area defined by the external boundary fences of the Riverland Field Days Site, Barmera, "the exhibitor" shall mean the body corporate, person, partnership or voluntary association whose name appears on the application to exhibit and shall include the employees, servants and agents of the exhibitor, "the Committee" shall mean the Executive Committee of the Riverland Field Days Inc. Words importing the singular number shall include plural and the masculine gender the feminine or neuter and viceversa and words importing persons shall include bodies corporate. Joint Exhibitors shall be jointly and severally bound by these conditions and shall have joint and several liability hereunder. "Site" shall mean the space allocated by the Committee to an Exhibitor.

18. A speed limit of 10 kilometres per hour shall apply at all times within the confines of the said exhibitor area.

19. Sale of alcoholic drinks within the confines of the said area is prohibited except with the approval of the Committee and the required liquor licence. No exhibitor shall be permitted to infringe the rights of the Field Day official caterers.

20. The Committee reserves the right to cancel this Contract and to retain any money paid in relation thereto if there is, in the opinion of the Committee, any infringement of any of these conditions and/or if the Exhibitor does not occupy the space at the commencement of and during the full period of the said Riverland Field Days.

21. Exhibitors are NOT to vacate sites before 5 p.m. on the Saturday of the Field Days. Exit procedures will be co-ordinated by Committee. There shall be no movement of any vehicle on any part of the field days site during the public access hours of the field days except with the approval of the Committee.

22. The Committee reserves the right, in its absolute discretion, to cancel or suspend the operation of this Contract if in the opinion of the Committee the Exhibitor has breached any of the conditions of this Contract or the Exhibitor has acted, in the opinion of the Committee, in an illegal or offensive manner towards other Exhibitors or patrons of the Field Days ("the conduct"). In the event of the conduct occurring prior to the commencement of the Field Days the Committee shall give notice of any such cancellation or suspension pursuant to Clause 10 herein. In the event of the conduct occurring during the Field Days the Committee shall give notice of such cancellation or suspension in writing by handing or offering such notice to any person who in the Committee Secretary’s opinion appears to be an employee, agent, partner or proprietor of the Exhibitor. In the event of cancellation or suspension, the Committee shall not be liable to pay to the Exhibitor any compensation whether on the ground of loss of profit or otherwise or any refund of any payment made by the Exhibitor in relation to this Contract.

23. The Committee will remove (unless negotiated) any structure or part thereof or any plant or equipment which is or has been erected or placed upon the area and remains 7 days after the completion of The Riverland Field Days Inc. and the Exhibitor shall pay a storage fee of $100 per item per week or part thereof. An opening fee of $200 applies from 7 days after the event. When it is necessary to charge a storage fee, the future attendance by that Exhibitor will be in jeopardy.

24. If an exhibitor, having made a site application and paid the site fees, then cancels the site booking or does not appear at the respective field days the Committee is under no obligation to refund all or any part of the site fees paid. The Committee may, in its absolute discretion, grant a refund which will not be made until after the event.

25. Exhibitors are to be responsible for all persons on their stand being aware of the conditions listed herein, additional copies are available from the Secretary.

26. NO EXHIBITOR VEHICLE SHALL MOVE ON THE FIELD DAYS SITE AFTER 9AM AND BEFORE 5PM ON BOTH DAYS. The Field Days Committee has a responsibility for the safety of the many pedestrians on the site. Accordingly, exhibitor’s vehicles ARE NOT PERMITTED to enter the site or move within the site for packing up until 5pm on the last day.

27. Pegs and stakes MUST NOT be driven into the services strip (at the rear of all sites). Repair to any damage to services caused by not complying with this condition will be charged to the exhibitor.

28. The driver of any vehicle within the Field Day site must hold the required drivers licence for the respective vehicle.

29. The Field Days are conducted by Riverland Field Days Inc., a body corporate pursuant to the provisions of the Associations Incorporation Act. All rights and obligations which arise under these conditions or in relation to the Field Days shall be enforceable by or against the Riverland Field Days Inc. and shall function through its Committee.

30. No pets are allowed on the Field Days grounds during the Field Days, including setting up (exceptions may be made for Personal Assistant Dogs and Working Display Animals).

31. In these conditions unless the contrary appears: "the area" shall mean the area defined by the external boundary fences of the Riverland Field Days Site, Barmera, "the exhibitor" shall mean the body corporate, person, partnership or voluntary association whose name appears on the application to exhibit and shall include the employees, servants and agents of the exhibitor, "the Committee" shall mean the Executive Committee of the Riverland Field Days Inc. Words importing the singular number shall include plural and the masculine gender the feminine or neuter and viceversa and words importing persons shall include bodies corporate. Joint Exhibitors shall be jointly and severally bound by these conditions and shall have joint and several liability hereunder. "Site" shall mean the space allocated by the Committee to an Exhibitor.