



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (*MoU*) made on the8th... day ofJANUARY.....
20..19...

Parties The Queensland Chamber of Agricultural Societies Incorporated (**QCAS**), trading as
Queensland Ag Shows

and The Showmen's Guild of Australasia (**SGA**)

and The organisations described in the Schedule ("**Affiliated Show Societies**")

BACKGROUND

Queensland Ag Shows (**QCAS**) represents affiliated Agricultural Show Societies in Queensland. **QCAS** wishes to ensure the ongoing viability of its affiliated members into the future. **SGA** represents **Showmen** operating in Queensland. **QCAS** wishes to ensure the ongoing viability of all agricultural shows in Queensland and recognises the need to maintain the continuing involvement of **SGA** to achieve this.

QCAS recognizes that **SGA** members need to maximise takings at individual agricultural shows to ensure the viability of their continued participation.

PURPOSE

QCAS and **SGA** enter into this **MoU** to record the terms of their relationship.



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It is agreed

1. DEFINITIONS AND INTERPRETATION

1.1 All defined terms will be clearly denoted in the **MoU** using bold and italicised font.

1.2 Definitions

In this **MoU**:

- (1) **"Act"** means the *Work Health and Safety Act 2011* Qld and any subsequent amendments thereto;
- (2) **"Affiliated Society"** means a show society that is a member of **QCAS** and that has agreed to be a party to this **MoU** and which is described in the Schedule;
- (3) **"Amusements"** includes rides, live animals, games and any other attractions for which an admission fee is charged;
- (4) **"Amusement Area"** means the area mutually agreed upon in accordance with clause 7.1;
- (5) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or bank holiday in the place where an act is to be performed or a payment is to be made;
- (6) **"Food Stall"** means a stall selling **Traditional Showmen Lines** of food conducted by **Showmen** at the **Show**;



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- (7) **"Guild Representative"** means a representative of **SGA** appointed under clause 10 to act as liaison between the **Showmen** operating at the **Show** and the **Host Show Society**;
- (8) **"Host Show Society"** means an **Affiliated Society** holding a **Show** at which **Showmen** will be operating;
- (9) **"Host Show Society Liaison Officer"** means a representative of the **Host Show Society** appointed under clause 11 to act as a liaison between the **Host Show Society** and the **Showmen** operating at the **Show**;
- (10) **"MoU"** means this document, including any schedule or annexure to it;
- (11) **"QCAS"** means the Queensland Chamber of Agricultural Societies Incorporated;
- (12) **"Show"** means an agricultural show operated by an **Affiliated Society**;
- (13) **"Showmen"** means members of **SGA** whose business involves the provision of **Amusements** and **Traditional Showmen Lines** in the **Amusement Area** at agricultural **Shows**;
- (14) **"SGA"** means the **Showmen's Guild of Australasia**; and
- (15) **"Traditional Showmen Lines"** means fairy floss, dagwood dogs, waffles, doughnuts, toffee apples, snow cones and cordial based drinks and toys and novelties including dolls on sticks, inflatable and soft plush toys.



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1.3 Interpretation

(1) Reference to:

- (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a statute regulation or provision of a statute or regulation ("Statutory Provision") includes;
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
- (2) Including and similar expressions are not words of limitations.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this **MoU** or affect its interpretation.



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- (5) A provision of this **MoU** must not be constructed to the disadvantage of a party merely because that party was responsible for the preparation of the **MoU** or the inclusion of the provision of the **MoU**.
- (6) If an act must be done on a specified day, which is not a **Business Day**, it must be done instead on the next **Business Day**.

2. GENERAL OBLIGATION OF THE SGA

2.1 **SGA** must use its best endeavours to ensure that **Showmen**:

- (1) comply with the terms of this **MoU** and abide by **SGA** Code of Conduct and any other rules of **SGA**; and
- (2) give preference to agricultural shows conducted in Queensland by **Affiliated Societies** over other events.

3. GENERAL OBLIGATIONS OF QCAS

- 3.1 **QCAS** must use its best endeavours to ensure that **Host Show Societies** designate a mutually agreed area as an **Amusement Area** in accordance with clause 7.
- 3.2 The Parties agree that subject to the provisions of this **MoU** the area made available to **Showmen** as an **Amusement Area** will, as far as achievable, maximise takings for all **Showmen** attending the **Show**.



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4. ATTENDANCE AND PROMOTIONS

- 4.1 The parties to this **MoU** recognize the importance and value of promoting forthcoming **Shows** and that accurate public promotion and advertising of forthcoming **Shows** is beneficial to Show Societies and **Showmen** operating at the **Shows**.
- 4.2 Acknowledging the importance of advertising forthcoming **Shows** as contemplated by clause 4.1, the parties agree that:
- (1) A **Host Show Society** may request notification from **SGA** of the attendance of **Showmen** at the forthcoming **Show** for the purpose of promoting the forthcoming **Show**; and
 - (2) Where a **Host Show Society** requests notification from **SGA** under clause 4.2(1), **SGA** must provide this information to the **Host Show Society** no later than 3 weeks before the **Show**.
- 4.3 It is the responsibility of **Host Show Societies** to contact **SGA** ~~the Guild~~ regarding any promotions available for the **Show**.

5. PUBLIC LIABILITY INSURANCE

- 5.1 Before being permitted to participate at a **Show** the **Showmen** proposing to operate **Amusements** at that **Show** must provide the **Host Show Society** with:
- (1) evidence of current Public Liability Insurance cover of at least \$20 million with respect to each **Amusement**;
 - (2) The **Host Show Society** must be declared an Interested Party on the policy; and



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- (3) Such other certification reasonably required by the **Host Show Society** or required to be provided by law.

6. FOOD STALLS AND OTHER STALLS

- 6.1 A **Host Show Society** must permit **Showmen** operating within an **Amusement Area** to sell **Traditional Showmen Lines**.
- 6.2 A **Host Show Society** can negotiate its own separate agreements with **Showmen** to sell items that are not **Traditional Showmen Lines** within the **Amusement Area**.
- 6.3 Subject to clause 9, a **Host Show Society** can negotiate its own separate agreements for the supply of goods and services outside the **Amusement Area**.
- 6.4 Appropriately licensed fundraising activities can be conducted only with the prior consent of the **Host Show Society**.
- 6.5 Where practicable, a buffer zone of 30 meters will be established around the **Amusement Area** in which no vendor will provide **Amusement** or operate **Food Stalls**.
- 6.6 Soft toys included in show bags by other vendors outside the **Amusement Area** will be no higher than 30 centimetres.

7. AMUSEMENT AREA

- 7.1 A **Host Show Society** will mutually agree with the **Guild Representative** on an area as the **Amusement Area** in which, subject to clause 8.2 and 8.3, only **Showmen** may provide **Amusement** and operate **Food Stalls**.



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- 7.2 The general layout of the **Amusement Area** is to be such that suitable access is available at all times for emergency services.
- 7.3 Except in exceptional circumstances, where a **Host Show Society** proposes to alter the layout of the defined **Amusement Area**, the proposed layout must be discussed with the **Guild Representative** at the current **Show**.
- 7.4 The proposed layout must be mutually agreed subject to clause 7.1 at least 12 months prior to coming into effect.
- 7.5 In exceptional circumstances where mutual agreement to the proposed layout of the **Amusement Area**, the **Host Show Society** and the **SGA** agree to undertake arbitration subject to clause 13.
- 7.6 For the purpose of this clause 7 exceptional circumstances includes circumstances where new laws or changes to existing legislation laws require changes to a defined **Amusement Area**.
- 7.7 Meetings should take place between **Guild Representatives, Host Show Society Liaison Officers** and individual Affiliated Societies or groups of Affiliated Societies for the purpose of fixing rentals for a mutually agreeable period of at least 3 years.
- 7.8 The right is reserved for **Host Show Societies** to make a reasonable charge for the use of electricity and camping facilities within the showgrounds precinct where **Showmen** are in occupation for any period. Where possible, an area is to be provided for **Showmen** to set up their living accommodation in accordance with council regulations.
- 7.9 No alcohol is to be consumed in the **Amusement Area** during the time that the **Amusements** are open to the public. **Amusement Areas** are considered to be glass free areas.



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- 7.10 Operators of **Amusements** who are **Showmen**, or who are itinerant **Showmen** who have agreed to adhere to the **SGA** Code of Conduct, are expected to present themselves to the public in uniform and in a respectable manner.
- 7.11 Smoking on **Host Show Society** Showgrounds, including **Amusement Areas**, will only occur in designated smoking areas in accordance with applicable legislation.

8. UNFILLED SPACE

- 8.1 If the **Host Show Society** or a Showman are not satisfied that the **Amusement Area** contains, or will contain, a viable amount of **Amusements** of the appropriate quality or that the general obligation described in clause 3.2 is not being satisfied, or will not be satisfied, they must make every effort to advise this prior to arrival to allow the **Host Show Society** to attempt to fill the unused space.
- 8.2 Clause 8.1 does not affect the rights of **Showmen** participating at that forthcoming **Show** in relation to site preference and other rights as agreed by the parties.

9. OTHER ORGANISATIONS

- 9.1 A **Host Show Society** can allocate space that is outside the **Amusement Area** to organisations and individuals other than **Showmen** to allow them to conduct their particular line of enterprise subject to clauses 6.5 and **Traditional Showmen Lines**.
- 9.2 The Parties agree that if a Showman is concerned that an enterprise allocated space outside the **Amusement Area** is in closed proximity to and unfairly disadvantages the Showman's enterprise, the Showman will notify the **Host Show Society Liaison Officer** who will address the dispute in accordance with clause 13.



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10. GUILD REPRESENTATIVE

- 10.1 **SGA** must give the **Host Show Society** the name and contact details of the person who will be the **Guild Representative** at the **Show** not less than 3 weeks before the **Show**.
- 10.2 The **Guild Representative** will be responsible for ensuring that **SGA** and **Showmen** comply with the terms of this **MoU**, the **SGA** Code of Conduct and any other rules of **SGA** during the term of the **Show** including preparation and dismantling times.
- 10.3 As far as possible the **Guild Representative**, or nominated alternative, must be present at the **Show** at all times during the **Show** (including preparation and dismantling times) and be able to be contacted at short notice.

11. HOST SHOW SOCIETY LIAISON OFFICER

- 11.1 The **Host Show Society** must give **SGA** the name and contact details of the person who will be the **Host Show Society Liaison Officer** at their **Show** not less than 3 5 weeks before the **Show**.
- 11.2 The **Host Show Society Liaison Officer**, or nominated alternative, will be responsible for ensuring that the **Host Show Society** complies with the terms of this **MoU** during the term of the **Show** (including preparation and dismantling times).
- 11.3 As far as possible the **Host Show Society Liaison Officer** must be present at the **Show** at all times during that **Show** (including preparation and dismantling times) and be able to be contacted at short notice.



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12. WORKPLACE HEALTH & SAFETY – COMPLIANCE WITH LEGISLATION

- 12.1 The **Showmen** will be the principal contractors for the operation of **Amusements** at the **Show** for the purposes of the **Act**.
- 12.2 The **Guild Representative** will be the Liaison officer for the purposes of the **Act**.
- 12.3 The **Showmen** will comply with all applicable Workplace Health and Safety legislation and Regulations thereof.
- 12.4 Vehicle movement times on the grounds of the **Host Show** Society will be consistent with the **Host Show** Society's traffic management plan. Where there is no such plan, vehicle movement times will be mutually agreed by the Showmen and the **Host Show** Society in accordance with best practise risk management principles and applicable Workplace Health and Safety legislation.
- 12.5 Any **Host Show** Society safety procedures, such as event evacuation, will be provided to the **Guild Representative** to be circulated amongst **Showmen** in attendance at the **Show**.

13. DISPUTE RESOLUTION

- 13.1 In the case of any dispute arising between any **Affiliated Show Society** and the **SGA** which requires immediate resolution the dispute to be resolved by a committee of no more than six (6) persons consisting of an equal number of **SGA** and **Affiliated Show Society** delegates (no more than 3 per party). The committee will be chaired by a **QCAS** Director and an independent Arbitrator mutually agreeable to both parties will be appointed.
- 13.2 If the committee is unable to resolve the dispute or if the committee is of the opinion that the dispute is a major complaint that would be better determined by the Executive of



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QCAS, or their appointees, and the Executive of the **SGA**, or their appointees, the committee must notify **QCAS** and **SGA** within three (3) days of making this decision.

14. VARIATION

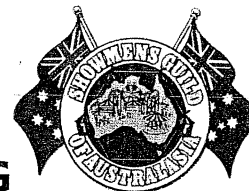
- 14.1 An amendment or variation to this **MoU** is not effective unless it is in writing and signed by the parties.
- 14.2 This **MoU** to be revised every three (3) years from date of signing of **MoU**.

15. WAIVER

- 15.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 15.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 15.3 A waiver is not effective unless it is in writing.
- 15.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

16. SEVERABILITY

- 16.1 If anything in this **MoU** is unenforceable, illegal or void then it is severed and the rest of the **MoU** remains in force.



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17. ENTIRE UNDERSTANDING

17.1 This **MoU**:

- (1) is the entire **MoU** and understanding between the parties on everything connected with the subject matter of this **MoU**; and
- (2) supersedes any prior **MoU** or understanding on anything connected with that subject matter.

17.2 Each party has entered into this **MoU** without relying on any representation by any other party or any person purporting to represent that party.

18. PARTIES CONSENT

18.1 Unless otherwise stated, if a party's consent or approval is required:

- (1) the party must consider the request promptly and cannot unreasonably refuse the request;
- (2) the party may require that **Showmen** and/or **Affiliated Show Societies** comply with any reasonable conditions before giving its consent; and
- (3) the consent or approval will not be effective unless in writing.

19. COSTS AND DELAYS

19.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this **MoU**.



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20. NOTICES

20.1 A notice or other communication connected with **MoU** ("Notice") has no legal effect unless it is writing.

20.2 In addition to any other method of service provided by law, the Notice may be:

- (1) sent by prepaid post to the address of the parties to this **MoU**;
- (2) sent by facsimile to the facsimile number of the addressee;
- (3) sent by electronic mail to the electronic mail address of the addressee; or
- (4) delivered to the premises of the addressee.

20.3 A Notice must be treated as given and received:

- (1) if sent by post, on the fifth **Business Day** (at the address to which it is posted) after posting;
- (2) if sent by facsimile or electronic mail before 5.00 pm on a **Business Day** at the place of receipt, on the day it is sent and otherwise on the next **Business Day** at the place of receipt, or
- (3) if otherwise delivered before 5.00 pm on a **Business Day** at the place of delivery, upon delivery and otherwise on the next **Business Day** at the place of delivery



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20.4 Despite clause 20.3(2):

- (1) a facsimile is not treated as given or received unless at the end of the transmission the senders' facsimile machine issues a report confirming the transmission of the number of pages in the Notice;
- (2) an electronic mail message is not treated as given or received if the sender's computer reports that the message has not been delivered; and
- (3) a facsimile or electronic mail message is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the **Business Day** on which it would otherwise be treated as given and received, whichever is later.

20.5 If a Notice is served by a method which is provided by law but is not provided by clause 20.2, and the service takes place after 5 p.m. on a **Business Day**, or on a day which is not a **Business Day**, it must be treated as taking place on the next **Business Day**.

20.6 A Notice sent or delivered in a manner provided by clause 20.2 must be treated as validly given to and received by the party to which it is addressed even if:

- (1) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent;
- (2) the Notice is returned or unclaimed; or
- (3) in the case of a Notice sent by electronic mail, the electronic mail message is not delivered or opened (unless the sender's computer reports that it has not been delivered).



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21. GOVERNING THE LAW AND JURISDICTION

21.1 The law of Queensland governs this **MoU**.

21.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.



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The Schedule

Affiliated Show Societies

Allora	Cunnamulla	Kingaroy (Sth Burnett)	Pittsworth
Alpha	Dalby	Laidley	Proserpine
Atherton	Dayboro	Longreach	Proston
Ayr	Dirranbandi	Lowood	Redcliffe
Barcaldine	Emerald	Mackay	Ridgeland
Beaudesert	Esk	Malanda	Roma
Bell	Fraser Coast	Maleny	Rosewood
Biloela (Callide Valley)	Gatton	Marburg	Samford
Blackall (Barcoo)	Gayndah	Mareeba	Sarina
Blackbutt	Gin Gin	Miles	Springsure
Boonah	Gladstone	Millmerran	Stanthorpe
Bowen	Gold Coast	Mitchell	St George
Brookfield	Goombungee-Haden	Monto	Taroom
Bundaberg	Goomeri	Mossman	Texas
Caboolture	Goondiwindi	Mount Isa	Theodore
Cairns	Gympie	Mount Larcom	Toogoolawah
Canungra	Hughenden	Mount Morgan	Toowoomba (RASQ)
Capella	Ingham (Herbert River)	Mount Perry	Tully
Charleville	Inglewood	Mundubbera	Wallumbilla
Charters Towers	Innisfail	Murgon	Wandoan
Isis (Childers)	Ipswich	Nambour (S'shine Coast)	Warwick
Chinchilla	Jandowae	Nanango	Winton
Clermont	Kalbar	Noosa	Wondai
Clifton	Kenilworth	Oakey	Woodford
Cloncurry	Kilcoy	Pine Rivers	Wowan
Crows Nest	Killarney	Finch Hatton (Pioneer Valley)	Yeppoon



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Executed as a Memorandum of Understanding

E. J. Drywan
SIGNED for and on behalf of **THE**

ESTELLE JANIE DRYWAN
(PRESIDENT)

QUEENSLAND CHAMBER OF

AGRICULTURAL SOCIETIES INC. by its)

authorised representative in the presence of:

[Signature]

Signature of Witness

KERRI ROBERTSON

Name of Witness

(BLOCK LETTERS)

283 BANABA ROAD, GOONDIWINDI. Q 4390

Address of Witness

[Signature]

SIGNED for and on behalf of **THE**

)

SHOWMEN'S GUILD OF AUSTRALASIA by)

its authorised representative in the presence)

of:

Luke Hennessy
(President)



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P. Blades

Signature of Witness

PATRICIA BLADES

Name of Witness

(BLOCK LETTERS)

1/106 MILNE ST, MT WARREN PK. 4207

Address of Witness