

TERMS AND CONDITIONS

PARTIES

RNA	THE ROYAL NATIONAL AGRICULTURAL AND INDUSTRIAL ASSOCIATION OF QUEENSLAND (ABN 417 513 726) of Brisbane Showground, 600 Gregory Terrace, Bowen Hills, Brisbane, Queensland 4006
Licensee	the party named in the Licence Agreement

AGREEMENTS

1. INTERPRETATION

Definitions

1.1 The meanings of the terms used in this agreement are set out below.

Term	Meaning
Admission Passes	the quantity of entry passes given to the Licensee specified in the Licence Agreement
Approvals	all approvals, authorisations, permits, consents, licenses, exemptions and the like which are required to be issued by or obtained from any Authority in connection with the Permitted Use
Authority	any Government department, Local Government, Council, Government or statutory authority, or any other body, which imposes a requirement or whose consent is required in connection with the Permitted Use
Balance Due Date	the date specified in the Licence Agreement
Category	either catering, commercial or rides and amusement as set out in the Licence Agreement
Claim	in relation to a person, means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent
Closing Date	the date the Ekka concludes as specified in the Licence Agreement

Term	Meaning
Commencement Date	the date of commencement of the Ekka as specified in the Licence Agreement
COVID-19	the novel coronavirus first identified in Wuhan, Hubei, China in 2019 and any mutation or variant strains
Deposit	the amount set out in the Licence Agreement
Ekka	the annual event conducted by the RNA and known as the Royal Queensland Show and colloquially as the 'Ekka'
Ekka Exhibitor Manual	the Ekka Exhibitor Manual produced by the RNA and amended from time to time
Ekka Period	being the period from the Commencement Date to the Closing Date as set out in the Licence Agreement
Event of Default	any of the circumstances set out in clause 17.1
Force Majeure	<p>any event or circumstance beyond the reasonable control of a party, or that a party could not have reasonably prevented, which results in that party being unable to, either wholly or partly, perform an obligation of this agreement on time or at all, and includes but is not limited to:</p> <ul style="list-style-type: none"> (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any other natural disasters; (b) acts of war, acts of public enemies, terrorism, riots, civil commotion and sabotage; (c) the RNA being required or reasonably deciding not to hold the event because of public health or similar issues, including government acts in response to public health or similar issues; and (d) strikes or other industrial action or disputes not involving employees, members or participants of the party seeking to rely on the Force Majeure event

Term	Meaning
GST	the same meaning as in the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
Hazardous Material	any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous substance or compound in any form or any substance which is harmful to human health or the environment
Induction	the RNA's induction program, the details of which will be supplied to the Licensee prior to the Move-in Date
Insolvent	<ul style="list-style-type: none"> (a) in the case of a person, they are or take any step which results or may result in their becoming an insolvent under administration as defined in section 9 of the Corporations Act; or (b) in the case of a corporation, it is or takes any step which results or may result in it becoming an externally administered body corporate as defined in section 9 of the Corporations Act.
Intellectual Property Rights	<p>all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:</p> <ul style="list-style-type: none"> (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques; (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; (c) trade secrets; (d) trade marks; (e) any application or right to apply for registration of any of these rights; and (f) any registration of any of those rights or any registration of any application referred to in paragraph (a)
Laws	<ul style="list-style-type: none"> (a) those principles of law established by decisions of courts; (b) any legislation now or at any time in force of the Parliament of the Commonwealth of Australia or any State or Territory of same and any rule, regulation, ordinance, by-law, statutory instrument, order, notice

Term	Meaning
	approval or permit now or at any time made under any such legislation; and
	(c) requirements and approvals of, and licences granted by, an Authority (including Approvals), including any conditions imposed under same
Licence Agreement	the licence granted on these terms and conditions and includes the Licence Agreement, these Terms and Conditions and Appendices as applicable in accordance with clause 2.1 and Annexures to this agreement and the RNA's Ekka Exhibitor Manual and any written or verbal advice provided by the RNA to the Licensee
Licence Fee	the amount set out in the Licence Agreement or if the Licence Agreement states the Licence Fee is based on Gross Sales, then the amount determined under special condition 9
Licence Period	the inclusive period commencing on the Move-in Date and finishing on the Move-Out Date set out in the Licence Agreement
Licence Type	the type selected in the Licence Agreement
Mobile Vending Structure	a vehicle or any mobile structure used by a Licensee to conduct the Permitted Use from the Site
Move-In Date	the date set out in the Licence Agreement or any other date agreed between the parties.
Move-Out Date	(a) the date set out in the Licence Agreement; or (b) where the RNA has exercised any right of termination, suspension, cancellation or postponement pursuant to the terms of this Licence Agreement, such date as the RNA may otherwise nominate
Novelty Items	those items specified in writing by the RNA, as being 'novelty items' of the Ekka
Operational Services	utility services which the RNA may provide the Licensee including gas, electricity, water, drainage, sewer, telephonic and electronic communication services
Permitted Use	the use stated in the Licence Agreement
Personnel	in relation to a party means the party's officers, office-holders, employees, invitees, agents, contractors, subcontractors and volunteers

Term	Meaning
Public Health Direction	all in force directions from the chief health officer made in accordance with the <i>Public Health Act 2005</i> (Qld)
RNA Intellectual Property	the Intellectual Property Rights of the RNA
Safety Laws	all applicable safety Laws and regulations including but not limited to: <ul style="list-style-type: none"> (a) Work Health and Safety Act 2011 (Qld) (b) Work Health and Safety Regulation 2011 (Qld) (c) Electrical Safety Act 2002 (Qld) (d) Electrical Safety Regulation 2013 (Qld)
Safety Notices	any prohibition, improvement or other safety related notices (whether written or verbal) issued under any Safety Laws
Showgrounds	Brisbane Showgrounds, Gregory Terrace, Fortitude Valley, Queensland, 4006
Site	that part of the Brisbane Showgrounds described in the Licence Agreement, or any alternative space that may be allocated to the Licensee pursuant to clause 8.3
Structure	any structure, stand/stall, exhibit, fixing or fitting erected, or intended to be erected, by the Licensee on the Site which may include any ride or amusement or Mobile Vending Structure
Taxable Supply	the same meaning as in the GST Act
Tax Invoice	the same meaning as in the GST Act
Term	the number of Ekka Periods in the Licence Agreement
Third Party Materials	any signs, advertising, promotional materials and products of parties other than the Licensee

Construction

1.2 In this agreement:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this agreement) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (g) monetary references are references to Australian currency;
- (h) any Appendixes or Annexures form part of this agreement; and
- (i) headings are included for convenience only and do not affect interpretation of this agreement.

2. LICENCE

- 2.1 The RNA grants to the Licensee a licence to use the Site only for the Permitted Use for the Licence Period, subject to:
- (a) the terms set out in this Licence Agreement;
 - (b) if the Category in the Licence Agreement is:
 - (i) Catering, then Appendix 1;
 - (ii) Commercial, then Appendix 2; or
 - (iii) Rides and Amusement, then Appendix 3,
 - (c) all applicable provisions of the *Royal National Agricultural and Industrial Association of Queensland Act 1971* (Qld);
 - (d) all applicable rules, guidelines, by-laws and regulations of the RNA; and
 - (e) the Ekka Exhibitor Manual.
- 2.2 The Licensee may obtain a copy of the documents referred to in clause 2.1 above by written request to the RNA.
- 2.3 The terms of this Licence Agreement apply with the variations set out in the relevant Appendix specified in the Licence Agreement.
- 2.4 To the extent of any inconsistency between the terms of this agreement and the documents specified in clause 2.1, the terms expressly set out in this Licence Agreement will, to the extent permitted by law, prevail to the extent of the inconsistency.

3. CREATION OF CONTRACT

- 3.1 This Licence Agreement only becomes binding on the RNA when all of the following has occurred:
- (a) the RNA has physically received:
 - (i) two (2) originals of this Licence Agreement duly executed by the Licensee; and

- (ii) the Licence Fee referred to in clause 6.1 of this Licence Agreement; and
- (b) two (2) originals of this Licence Agreement have been executed for and on behalf of the RNA.

3.2 The person signing this Licence Agreement for and on behalf of the Licensee warrants and represents that he or she has authority to execute the Licence Agreement for and on behalf of the Licensee.

4. NATURE OF GRANT OF LICENCE

4.1 This Licence Agreement does not confer upon the Licensee any right of exclusive possession of the Site and the rights conferred on the Licensee by this Licence Agreement are personal rights in contract only and do not create any tenancy or estate or interest in the Site.

5. LICENSEE'S OBLIGATIONS

5.1 The Licensee must use the Site for, and must actively promote and conduct the activities comprising the Permitted Use, throughout the Licence Period.

5.2 The Licensee must ensure that each of its Personnel and other persons connected with the Licensee comply with this Licence Agreement.

5.3 The Licensee warrants that it will complete the Induction prior to the Licence Period, and that it will induct its Personnel using the Induction before they enter the Site.

6. LICENCE FEE

6.1 The Licensee must pay to the RNA the Licence Fee in the following manner:

- (a) the Deposit must be paid to the RNA within two (2) weeks of receiving a Letter of Offer; and
- (b) the balance of the Licence Fee must be paid to the RNA on or before the Balance Due Date.

6.2 All payments to be made by the Licensee to the RNA must be made without set-off, deduction or counter-claim.

6.3 The following cancellation fees apply:

- (a) twenty-five per cent (25%) of the Licence Fee if the Licensee cancels between sixty and ninety days before the Commencement Date; and
- (b) no refund of the Licence Fee is given if the Licensee cancels less than sixty days before the Commencement Date.

7. LICENCE PERIOD

7.1 The licence granted by the RNA commences at 9am on the Move-In Date or such other time as arranged and agreed by the parties and terminates at midnight on the Move-Out Date, unless terminated earlier by the RNA pursuant to the terms of this Licence Agreement.

7.2 The Site must be ready for public patronage by no later than 9am on Commencement Date.

- 7.3 The Licensee must not before 11pm on the Closing Date remove any items or Structure from the Site.
- 7.4 The Licensee must vacate the Site no later than the Move-Out Date. Upon vacating the Site, the Licensee must remove from the Brisbane Showgrounds all things brought onto the Showgrounds by the Licensee in connection with the Permitted Use.
- 7.5 If the Licensee does not comply with clause 7.4, the RNA may immediately and without notice:
- (a) take possession of the Site;
 - (b) remove any goods or property from the Site;
 - (c) dismantle any Structures; and
 - (d) break open and change any locks,
- using such force as may be reasonably required for such purposes.
- 7.6 Any goods or property removed pursuant to clause 7.5 will be held by the RNA for a period of seven days, after which time the RNA will treat such goods and property as abandoned and such goods and property will become the property of the RNA.

8. THE SITE

- 8.1 The Licensee acknowledges and agrees that the Site satisfies all of the Licensee's requirements of any nature whatsoever in relation to the activities which comprise the Permitted Use.
- 8.2 The Licensee also acknowledges that (to the full extent permitted by law) the RNA does not warrant that the Site is fit or suitable for the Permitted Use.
- 8.3 The Licensee acknowledges that the RNA may at any time and for any reason whatsoever, without incurring any liability, allocate an alternative location, in substitution for the Site.**
- 8.4 The Licensee must ensure that no Structure or goods or chattels owned or used by the Licensee overhangs or protrudes beyond the boundaries of the Site.**

9. CONSTRUCTION WORK

- 9.1 Before erecting or placing any Structure on the Site, the Licensee must obtain the RNA's prior written approval in relation to:
- (a) the proposed Structure; and
 - (b) the Licensee's Personnel (if any) proposed to be used to erect or place on the Site any Structure.
- 9.2 In considering whether to grant its approval under clause 9.1, the RNA may require the Licensee to provide:
- (a) any plans, drawings, diagrams or designs in relation to the proposed Structure; and
 - (b) the names and the qualifications of the Licensee's Personnel who are proposed to be used to erect or place any Structure on the Site.

- 9.3 The Licensee warrants that any of its Personnel who carry out any work in relation to any existing or proposed Structure have the necessary skills and experience and hold all the appropriate qualifications and licences to carry out those works.
- 9.4 The Licensee must ensure that all Structures and all things brought onto the Showgrounds by the Licensee are safe and will not cause any loss or damage to the RNA or to any person who attends or is in the vicinity of the Showgrounds.
- 9.5 All Structures erected or placed on the Site by the Licensee in any pavilion on the Showgrounds must be free-standing and the Licensee cannot use wall plugs or any other fixtures of any description in the construction of any Structure, or apply paint, oil, varnish or any other dressing to walls, pillars or floors of any pavilion or fix anything to the floors, walls, roofs or roof supports of any pavilion either by use of percussion driven fixings, glue or any other means whatsoever, without the prior written approval of the RNA.
- 9.6 The Licensee must not suspend or attach fixtures, wires or fittings of any description to the RNA's buildings, steel structures or stanchions located on the Showgrounds.
- 9.7 The Licensee must not under any circumstances whatsoever excavate, dig or place pegs on the Showgrounds, without first obtaining prior written approval of the RNA.
- 9.8 The Licensee must not erect or place on the Site any sign, streamer, signboard or Structure which in the opinion of the RNA may obstruct or intrude or in any way interfere with any other licensee or the public or which for any other reason in the opinion of the RNA, is undesirable.**
- 9.9 All improvements and construction work on the Site must be done by the Licensee, at the Licensee's expense.
- 9.10 The Licensee's use of the Site must not cause any interruption to or adverse effect on any concurrent or future use of the Showgrounds by any other person.
- 9.11 The Licensee will restore the Site, at the Licensee's expense, by the Move-Out Date to the condition it was in immediately prior to the Move-In Date.

10. COMPLIANCE WITH ALL LAWS

- 10.1 The Licensee and its Personnel must:
- (a) at all times whilst on the Showgrounds;
 - (b) when erecting or placing any Structure on the Site; and
 - (c) whilst conducting the Permitted Use on the Site,
- act in accordance with its obligations under this Licence Agreement and in accordance with the following:
- (d) all applicable Laws and all applicable requirements of any Authority;
 - (e) all COVID-19 related Public Health Directions, including the RNA entry requirements; and
 - (f) any conditions imposed by the insurances referred to in clause 15 of this Licence Agreement.
- 10.2 The Licensee must not do any act or omission which causes the RNA to be in breach of any applicable Laws.

11. WORK HEALTH AND SAFETY OBLIGATIONS

- 11.1 The RNA and the Licensee acknowledge and agree that this clause 11 and clause 12 will apply as terms of this Licence Agreement without in any way limiting the generality of clause 10.
- 11.2 The Licensee acknowledges that the specific work, health and safety obligations set out in this Licence Agreement are not an exclusive code of work, health and safety obligations and other obligations imposed by the Safety Laws will continue to apply to the Licensee.
- 11.3 The Licensee must:
- (a) comply with all Safety Laws;
 - (b) ensure that it and its Personnel possess the appropriate skills and qualifications to undertake work and services safely;
 - (c) ensure that it and its Personnel receive the necessary training and supervision to continually discharge safety obligations; and
 - (d) ensure that it and its Personnel properly use the necessary and appropriate safety and personal protective equipment (including hearing protection) required by the Safety Laws whilst on the Showgrounds.
- 11.4 The RNA may require, at any time, in its absolute discretion, the Licensee to produce copies of any registrations or other documentation relating to the work, health and safety obligations of the Licensee.
- 11.5 The Licensee is responsible for any fees payable in complying with the Safety Laws.
- 11.6 The Licensee warrants that it has:
- (a) given the RNA a copy of every written Safety Notice or details of every verbal Safety Notice received by the Licensee in relation to the Structure or the Permitted Purpose prior to the date of this document;
 - (b) notified the RNA of all steps taken by the Licensee to comply with any Safety Notice referred to in clause 11.6(a); and
 - (c) notified the RNA of all prosecutions against the Licensee under any Safety Law.
- 11.7 The Licensee must:
- (a) ensure that all persons, including Personnel and members of the public comply with the Safety Laws at all times when within the Site;
 - (b) as soon as possible report any injuries, illnesses and dangerous events as defined under the Safety Laws to the RNA;
 - (c) as soon as possible report to the RNA:
 - (i) the receipt (after the date of this document) of any Safety Notices relating to the Licensee, the Structure or in any way connected with the Permitted Purpose;
 - (ii) any prosecutions (arising after the date of this document) against the Licensee (or any other person) in relation to the Structure or the Permitted Purpose for breach of any Safety Law;

- (d) as soon as possible provide the RNA with a copy of any written Safety Notice or details of any verbal Safety Notice received after the date of this document;
 - (e) as soon as possible advise the RNA in writing of all steps taken by the Licensee to comply with or rectify the issues raised in the Safety Notices; and
 - (f) comply with any direction given by the RNA to ensure compliance with the Safety Laws.
- 11.8 The RNA may appoint a representative to inspect the Licensee's safety systems and procedures. The site inspection audit may be carried out at any time without notice to the Licensee.
- 11.9 If the RNA's representative discovers any unsafe practice or a breach of the requirements of Safety Laws or the requirements of this Licence Agreement, in addition to any other rights under the Licence Agreement, the RNA may immediately suspend the work associated with the unsafe practice or breach in the Site. The suspension will not be lifted until the work is made safe, the unsafe practice removed or the breach rectified. All costs and any delay or disruption caused by suspension due to this clause are to be borne by the Licensee.

12. ENVIRONMENTAL OBLIGATIONS

- 12.1 The Licensee must not, and must not permit any other person to, bring into the Showgrounds, any Hazardous Material, unless the RNA's prior written consent is obtained and the Hazardous Material is required by the Licensee for the activities which comprise the Permitted Use. If the RNA's prior written consent is obtained, the Licensee must comply with all applicable Laws in relation to the Hazardous Materials.
- 12.2 The Licensee must not contaminate or pollute the Showgrounds or any other property (real or personal) or any part of the environment with any Hazardous Material and without limitation must not dispose of any Hazardous Material (including paint) in any drains or pipes installed in or on the Showgrounds.
- 12.3 If the Licensee causes or contributes to any pollution or contamination of the Showgrounds during the Licence Period, then:
- (a) the Licensee must, at the Licensee's cost, remove all Hazardous Material causing or contributing to the pollution or contamination of the Showgrounds from the Showgrounds and immediately make good any damage caused by such pollution or contamination; and
 - (b) the Licensee must, at the Licensee's cost, immediately comply with all requirements of any relevant Authority in respect of the contamination, including notices to make good in any way the Showgrounds.
- 12.4 If the Licensee operates a generator or any other similar device the Licensee must comply with the Australian Fire Authorities Council Guidance Note on Temporary Storage of Fuels and Dangerous Good at Sporting and Exhibition Events or any other applicable standard as designated by RNA.
- 12.5 The obligations of the Licensee under this clause 12 will continue after the Licence Period.

13. OTHER OPERATIONAL MATTERS

Site standards

- 13.1 The Licensee must keep the Site and any Structure on the Site:
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- (a) in good and substantial repair, order and condition at all times during the Licence Period; and
 - (b) appropriately staffed and in a clean condition during the Licence Period.
- 13.2 The Licensee must not cause or contribute any damage to the Showgrounds or the Site and any such damage must be immediately made good by the Licensee to the satisfaction of the RNA.
- 13.3 The Licensee must keep the Site and adjacent areas clean and free from waste and rubbish at all times.
- 13.4 The Licensee must keep all entrances, access points, stairways and passages in and leading into the Site clear from obstruction, and clean and free from waste and rubbish at all times.
- 13.5 The Licensee must equip its Site with litter bins, at its own cost, which are to be emptied by the Licensee into the nearest litter drum at the close of business every day of the Licence Period, or when otherwise necessary.

Permitted product and activity standards

- 13.6 The Licensee must not traffic, hawk, sell, expose for sale or distribute goods, merchandise, samples, literature or any other items whatsoever beyond the boundaries of the Site.
- 13.7 The Licensee must ensure that all products sold meet the relevant Australian Safety Standards and all consumer Laws.
- 13.8 The Licensee must not conduct or operate any gambling game or games of chance or dispose of any article by lot or chance, or sell any raffle tickets of any nature whatsoever unless these activities comprise part or all of the Permitted Use.
- 13.9 The Licensee must not engage in any activity, including performance of any work or works or exhibition or sale of any goods and services, which brings the reputation of the RNA into disrepute.
- 13.10 The Licensee must not during the Licence Period bring or permit to be brought onto the Showgrounds or the Site anything or permit any activity which may be or become offensive, dangerous or give rise to undue noise or smell, or which in the opinion of the RNA may cause annoyance, offence or may cause danger to the public or other licensees.
- 13.11 The Licensee must not display, distribute or sell or permit the display, distribution or sale of any Third Party Materials on the Site without the RNA's prior written approval.
- 13.12 Any sign erected by the Licensee without prior permission under clause 13.11 may be removed by RNA at the Licensee's cost.
- 13.13 The Licensee must not infringe the Intellectual Property Rights of any person whilst performing its obligations under this Licence Agreement.
- 13.14 If requested by the RNA, the Licensee will provide within seven days of request details of gross receipts derived from its activities undertaken at the Showgrounds pursuant to this Licence Agreement.
- 13.15 The Licensee must not sell or otherwise dispose of any Novelty Items of any nature whatsoever unless prior written approval is obtained from the RNA.
- 13.16 The Licensee must not operate any PA system, projector, non-silenced generator or sound unit of any nature whatsoever without the prior written approval of the RNA. If the RNA

approves of the operation of such equipment, the Licensee must comply with all Laws, including guidelines and directions of the RNA, relating to sound level limits.

Vehicles

- 13.17 No vehicle owned or used by the Licensee will be admitted to the Showgrounds during any day of the Licence Period, unless the driver holds a special permit granted by the RNA.
- 13.18 All vehicles owned or used by the Licensee other than a Mobile Vending Structure must be removed from the Showgrounds before 8.00am each morning of the Ekka Period.
- 13.19 The Licensee must ensure that the RNA's requirements in relation to the regulation and control of traffic within the Showgrounds are strictly observed at all times during the Licence Period.
- 13.20 The Licensee must ensure that only Australian licensed drivers and duly registered and insured (where required by law) motor vehicles enter the Showgrounds or the Site. Upon demand by the RNA, the Licensee must produce for inspection satisfactory evidence that any driver is licensed or vehicle is duly registered and insured in respect of any statutory insurance requirements. Any vehicle not complying with these requirements must be removed immediately from the Showgrounds and if it is not so removed, the RNA may immobilise and impound the vehicle and refer the matter to an Authority.

Security

- 13.21 The Licensee is responsible for the safety and security of all the Licensee's Personnel and property on the Site.
- 13.22 If the Licensee intends to engage security personnel to undertake security operations in connection with the Site, the security personnel must first be approved in writing by the RNA.

Inspection by RNA

- 13.23 The RNA may at any time enter the Site to inspect and observe the Licensee's operation, maintenance and use of the Site and the activities conducted on the Site and the Licensee must comply with any directions issued by the RNA arising out of that inspection.

Safety Site Services

- 13.24 If the Licensee requires an electrical power connection from the Site to any equipment located on the Site, the Licensee must engage the services of an RNA-approved qualified electrical contractor at its own cost to complete such work.
- 13.25 The Licensee must ensure that the electrical contractor complies with all applicable laws and must produce an appropriate certificate issued by the electrical contractor to the RNA before any of the equipment located on the Site can be operated.
- 13.26 All electrical leads and appliances to be utilised by the Licensee on its Site must be tested and tagged within the calendar year of the Ekka before the Licensee brings those items onto the Showgrounds.
- 13.27 If the Licensee requires a supply of gas for any equipment located on the Site, the Licensee must obtain the prior written approval of the RNA and engage the services of a qualified gas fitter at its own cost to complete such work.
- 13.28 The Licensee must ensure that the gas fitter complies with all applicable laws and must produce an appropriate certificate issued by the gas fitter to the RNA before any of the equipment located on the Site can be operated.

13.29 If the Licensee requires a water connection from the Site to any equipment located on the Site, the Licensee must engage the services of an RNA-approved qualified plumbing contractor at its own cost to complete such work.

13.30 The Licensee must comply with:

- (a) the RNA's Safety Guidelines;
- (b) all guidelines issued by the RNA; and
- (c) all directions given by the RNA, whether provided in writing or provided orally from time to time, in relation to any matter concerning the Showgrounds, the Ekka, the Site, the Structure or the Permitted Use.

Media and public relations

13.31 The Licensee acknowledges that the RNA's public relations team identifies media opportunities for the promotion of the Ekka. The Licensee must do all things reasonably requested by the RNA to assist the RNA to promote the Ekka including, but not limited to, issuing approved joint media statements and attendance at media conferences.

13.32 The Licensee must not communicate with the media in any way or issue any media statements (either verbal or written) to the media without prior written approval from the RNA. The Licensee must direct all enquiries from the media about the Ekka or any other matter dealt with in this document to the RNA's public relations personnel.

14. GENERAL ADMISSION AND ADMISSION PASSES

14.1 The RNA may refuse any person admission to the Showgrounds or cause to be removed any person from the Showgrounds.

14.2 The RNA will issue the Admission Passes to the Licensee for the sole purpose of allowing the Licensee's Personnel to conduct the Permitted Use on the Site.

14.3 The Licensee must not under any circumstances dispose of, give away, sell, transfer or part with possession of, in any way whatsoever, the Admission Passes to any person other than Personnel of the Licensee for the strict use of that Personnel to enter the Site to conduct the Permitted Use on the Site.

15. INSURANCE

15.1 At all times during the Licence Period, the Licensee must take out and maintain with a reputable insurance company approved by the RNA in respect of the Site and all entrances, access points, stairways and passages in and leading into the Site and arising out of or in connection with the Permitted Use:

- (a) adequate public and products liability insurance covering all Claims and including the Licensee's obligations and liabilities to the RNA pursuant to this Licence Agreement and under which the RNA and the Licensee's contractors and subcontractors are noted as insureds and with a sum insured of no less than \$20 million (or such other amount as the RNA may in writing require);
- (b) adequate employers' liability and workers' compensation insurance; and
- (c) adequate motor vehicle insurance covering third party property damage for all the Licensee's vehicles.

- 15.2 The RNA may require the Licensee to immediately take out and maintain such other insurances as the RNA reasonably considers to be appropriate having regard to the nature of the activities or Permitted Use of the Licensee.
- 15.3 The Licensee must ensure that all its contractors and subcontractors effect and maintain employers' liability and workers' compensation insurance in respect of the Site as required by any Law.
- 15.4 The Licensee must not at any time do, or suffer to be done, or allow, any act or omission on the Site or Showgrounds or any matter or thing to occur on the Site or Showgrounds the result of which may be that any insurances referred to in clause 15.1 may be rendered void or voidable.
- 15.5 The Licensee must immediately on demand provide the RNA with a copy of a certificate of currency for any of the insurances referred to in this clause 15.

16. RELEASE AND INDEMNITY

- 16.1 Each party ("**Indemnifying Party**") indemnifies the other party ("**Indemnified Party**") from all Claims by any person associated with:
- (a) any negligence, acts or omissions of the Indemnifying Party or its Personnel in relation to the Event;
 - (b) a breach of this agreement by the Indemnifying Party;
 - (c) a breach of any statutory obligations;
 - (d) for any damage caused to the Indemnified Party's property and against all Claims for which the Indemnified Party may become liable where any Claim is attributable to the act, default or omission of or by the Indemnifying Party or its Personnel in the course of exercising the right of access in clause 10; and
 - (e) the infringement of the Intellectual Property Rights of the Indemnified Party or any third party by any act or omission of the Indemnifying Party or its Personnel,
- except where such Claims arise from the negligence or unlawful acts or omissions of the Indemnified Party or its Personnel.
- 16.2 No party is liable under this agreement for any indirect, special or consequential loss or damage. Nothing precludes the recovery by a party of loss or damage which may fairly and reasonably be considered to arise naturally, that is, according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.
- 16.3 Nothing in this Licence Agreement excludes or limits the application of any provision of any statute (including the *Competition and Consumer Act 2010*) where to do so would:
- (a) contravene that statute; or
 - (b) cause any part of this clause to be void.

17 DEFAULT AND TERMINATION

- 17.1 Each of the events set out in this clause 17.1 is an Event of Default:
- 17.1.1 Non payment of moneys - Any moneys payable by the Licensee to the RNA are unpaid for more than 3 days after they were due to be paid in accordance with this Licence Agreement.

- 17.1.2 Breach of Licence Agreement - The Licensee commits, permits or suffers to occur any breach or default in any of the obligations of the Licensee under this Licence Agreement unless the breach or default has been excused by the RNA in writing.
- 17.1.3 Dissolution - The Licensee is dissolved or otherwise ceases to exist.
- 17.1.4 Event of insolvency - The Licensee becomes Insolvent.
- 17.1.5 Transfer - The Licensee acts in breach of clause 22.2 or by any act or deed attempts so to do.
- 17.1.6 Permitted Use likely to cause damage - The RNA forms the opinion, acting reasonably, that if the Permitted Use is allowed to continue, it is likely to result in damage to the Showgrounds, the Site, or may result in personal injury to any person who may attend on the Site.
- 17.1.7 Change in nature of Permitted Use - The RNA forms the opinion that the Licensee's activities conduct on the Site are unlikely to be, or is not being, conducted consistently with the information previously provided to the RNA in respect of the Permitted Use.
- 17.1.8 No-show by Licensee - The Licensee does not commence to use the Site on the Move-In Date, or does not continue to use the Site for the Permitted Use throughout the Ekka Period.
- 17.1.9 Licensee's conduct - The Licensee engages in any conduct, whether by act or omission, that the RNA considers is or is likely to be misleading or deceptive, or which is inappropriate, unprofessional, unsafe, unethical or unlawful.
- 17.1.10 Insurance - The Licensee cannot obtain appropriate insurance under clause 15 of this Licence Agreement.
- 17.1.11 Unauthorised media dealing – The Licensee communicating with the media without the prior written approval of the RNA.
- 17.2 The RNA may at any time after the occurrence of an Event of Default by written notice, immediately terminate this Licence Agreement.
- 17.3 The Licensee agrees that it is responsible for its Personnel and that any breach of this Licence Agreement by its Personnel is deemed to be a breach by the Licensee.
- 17.4 Without limiting the RNA's rights under this clause 17, if the Licensee commits, permits or suffers to occur any breach or default in relation to any of the obligations of the Licensee under this Licence Agreement, the RNA may remedy the default and recover the costs of doing so from the Licensee as a liquidated debt payable on demand.
- 17.5 The Licensee warrants that the Licensee's Personnel and all third parties who are or may be in any way connected with the activities that constitute the Permitted Use are or will be made aware of and will accept the provisions of clauses 17.2, 18.1 and 18.2. The Licensee indemnifies the RNA in respect of any Claim by any person arising out of any act of the RNA purportedly pursuant to clauses 17.2, 18.1 and 18.2.4.

18 RNA'S RIGHT TO SUSPEND OR CANCEL

- 18.1 The RNA may for any reason whatsoever suspend the operation of or cancel this Licence Agreement by written notice to the Licensee given at any time.
- 18.2 The RNA may cancel this Licence Agreement if, it determines, in its absolute discretion that:
- 18.2.1 the Site is no longer suitable for the Permitted Use;
-

- 18.2.2 the RNA cannot make the Site available because of possible issues arising from current or proposed construction or development works at the Showgrounds;
- 18.2.3 the RNA cannot make the Site available for reasons beyond its reasonable control; or
- 18.2.4 the RNA cancels, terminates or postpones the Ekka or any part of the Ekka.
- 18.3 If the RNA cancels this Licence Agreement under clause 18.1 or 17.2 the RNA will refund all money the Licensee has paid the RNA prior to the cancellation, unless the Licensee is in default under this Licence Agreement and the reason the RNA cancels is directly or indirectly attributable to the Licensee's default.
- 18.4 If the RNA terminates this Licence Agreement, the termination takes effect without prejudice to the rights or remedies that the RNA would have had but for the termination, in respect of or arising out of any antecedent breach of this Licence Agreement by the Licensee.
- 18.5 Without limiting the generality of clause 18.4 the RNA may retain or sue for as a debt all sums paid or payable under this Licence Agreement before the date of termination.

19 REDEVELOPMENT OF SHOWGROUNDS

- 19.1 The RNA's rights under this clause 19 are in addition to those in clause 18.
- 19.2 If the current or proposed construction or development works at the Showgrounds affects RNA's ability to comply with its obligations under this Licence Agreement or the terms of this Licence Agreement are no longer appropriate or reasonable, in RNA's opinion, RNA may issue a notice to the Licensee of the variation of the terms of this Licence Agreement. The variation notice must clearly set out which terms of this Licence Agreement are to be varied.
- 19.3 The Licensee has 14 days from receipt of the variation notice to accept or reject the varied terms.
- 19.4 If the Licensee does not accept all of the varied terms:
- 19.4.1 the Licensee must advise RNA of the varied terms it does not accept by written notice within 14 days of receipt of the variation notice; and
- 19.4.2 the RNA must within 14 days of receipt of the Licensee's response, either terminate this document or confirm it remains effective with the varied terms accepted by the Licensee and without variations to its terms which are not accepted by the Licensee.
- 19.5 If the Licensee does not respond within 14 days of the receipt of the variation notice under clause 19.2 this Licence Agreement is deemed to be varied in accordance with the variation notice.

20 REMOVAL OF PART OF SHOWGROUNDS

- 20.1 If the RNA finds it necessary or expedient to withdraw from the patronage of the public the whole or any part of the Showgrounds not occupied by the Licensee, such withdrawal will not vitiate this Licence Agreement or confer upon the Licensee any right to recover from the RNA compensation of any nature whatsoever on the ground of loss of profits or otherwise.

21 FORCE MAJEURE

- 21.1 Neither party will be liable for any delay or failure to, either wholly or partly, perform its obligations under this agreement if such delay is due to Force Majeure.

21.2 If a delay or failure by the RNA to either wholly or partly perform its obligations due to Force Majeure exceeds a reasonable period as determined by RNA, the RNA may immediately terminate the agreement on providing notice in writing to the Licensee. A refund will be provided to the Licensee in relation to a Force Majeure event.

21.3 Neither party may seek damages in respect of any loss caused by Force Majeure.

22 NO ASSIGNMENT OR SUBLICENCE BY LICENSEE

22.1 The RNA may assign the benefit of this agreement to another party.

22.2 The Licensee must not assign this Licence Agreement, or any right under this Licence Agreement, nor can it sub-licence the Site or permit any other person or entity to use or occupy the Site unless the Licensee:

22.2.1 is not in breach of this Licence Agreement;

22.2.2 obtains the prior written consent of the RNA;

22.2.3 ensures that the assignee or sub-licensee agrees to be bound by all of the Licensee's obligations under this Licence Agreement; and

22.2.4 acknowledges that it remains bound by this Licence Agreement.

23 LICENCE OF RNA'S INTELLECTUAL PROPERTY

23.1 The RNA owns the RNA Intellectual Property.

23.2 The Licensee must not use any of the RNA Intellectual Property for the purpose of advertising its use of the Site or in promotional material produced for purposes connected with the Ekka unless the Licensee first obtains the RNA's written approval.

24 RNA'S CONSENT

Where the doing or executing of any act, matter or thing by the Licensee under this Licence Agreement is dependent on the prior consent of the RNA (whether that consent is required in writing or otherwise), then the consent of the RNA may be granted or withheld by it in its absolute discretion.

25 GST

25.1 Unless expressly stated otherwise, all amounts stated in this agreement are exclusive of GST.

25.2 If any GST is payable on any Taxable Supply made or required to be made under this agreement the recipient of the Taxable Supply must pay to the supplier an additional amount equal to the GST.

25.3 The additional amount payable under clause 25.2 must be paid at the same time and in the same manner as the payment to which it relates.

25.4 The recipient's obligation to pay the amount under clause 25.2 is conditional on the supplier providing a Tax Invoice to the recipient.

25.5 If at any time an adjustment is made between the supplier or any other payer of GST and the relevant taxing authority on account of GST on any supply made or other matter or thing done under or in connection with this agreement by the supplier, a corresponding adjustment must

be made as between the supplier and the recipient and additionally, any payment required to give effect to that adjustment must be made.

25.6 This clause does not merge on expiry of this agreement.

26 NOTICES

26.1 All notices given under this agreement must be in writing and may be delivered in person or by mail or by the medium specified in this agreement. A party may change its particulars for service by notice in writing to the other parties.

26.2 A notice sent by post will be deemed received five business days after posting.

26.3 Clause regarding facsimile removed due to outdated nature

26.4 A notice sent by email will be deemed received at the time and on the date that it is sent, unless the sender receives notification that the delivery of the email was unsuccessful, in which case the email will not be deemed to have been received.

26.5 For the purposes of clause 26.4, 'delivery' of an email means the time that an email reaches the recipient's server.

27 REFERENCES TO AND CALCULATIONS OF TIME

27.1 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

27.2 Where something is done or received after 5.00 pm on any day, it will be taken to have been done or received on the following day.

27.3 Where a provision in this agreement requires anything to be done on a Saturday, Sunday or public holiday, that matter or thing may be done or will be taken to have been done on the next succeeding day that is not a Saturday, Sunday or public holiday.

28 GENERAL

Entire agreement

28.1 This Licence Agreement represents the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings between the parties.

Governing law

28.2 This Licence Agreement will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the courts of Queensland.

Reference to a party

28.3 Any reference to a party in this Licence Agreement includes, and any obligation or benefit under this agreement will bind or take effect for the benefit of, that party's executors, administrators, successors in title and assigns.

Duty and legal fees

28.4 Each party will bear its own legal and other costs and expenses relating to this Licence Agreement.

Severability

28.5 If any part of this Licence Agreement is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this Licence Agreement will remain otherwise in full force.

Amendments to be in writing

28.6 No amendment to this Licence Agreement has any force unless it is in writing.

Further assurances

28.7 Each party will sign and complete all further documents and do anything else that may be reasonably necessary to effect, perfect or complete the provisions of this Licence Agreement and the transactions to which it relates.

Joint and several

28.8 An obligation of two or more persons under this Licence Agreement binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this Licence Agreement will take effect for the benefit of those persons jointly and severally.

Counterparts

28.9 This Licence Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

Waiver

28.10 The failure of a party to this Licence Agreement to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

No merger

28.11 The rights and obligations of the parties contained in this Licence Agreement will not be extinguished by or upon completion.

Publicity

28.12 No public announcement or communication relating to the negotiations of the parties or the subject matter or terms of this agreement will be made without the written approval of both parties.

29 SPECIAL CONDITION - RENEWAL

29.1 If the Licence Agreement specifies a Term of more than one year, this clause 29 applies.

29.2 At least 90 days prior to the Commencement Date of each Ekka during the Term, the RNA will notify the Licensee of the Licence Fee that will apply for the Ekka in that year.

29.3 The Licensee must give notice to the RNA by 5 pm on the day that is 28 days after the RNA's notice under clause 29.2 whether the Licensee accepts the Licence Fee.

29.4 If the Licensee accepts the Licence Fee pursuant to clause 29.3, the Licence Agreement is deemed to be amended by:

29.4.1 inserting the new Licence Fee;

- 29.4.2 inserting the details of the Licence Period and Ekka Period for the relevant Ekka to which the amendments apply; and
- 29.4.3 reducing the number of years in the Term by one year each time a new Licence Fee is accepted by the Licensee.
- 29.5 If the Licensee does not give notice to the RNA under clause 29.3 of acceptance of the Licence Fee:
- 29.5.1 the Licensee is deemed to have not accepted the Licence Fee;
- 29.5.2 the Licence Agreement will be at an end; and
- 29.5.3 the RNA will not be obliged to licence any area to the Licensee for the Ekka or any future Ekka.
- 29.6 This clause continues to apply for the number of years specified in the Term of the Licence Agreement from the date this Licence Agreement is first signed until reduced to nil pursuant to clause 29.4.3.

APPENDIX 1

VARIATIONS TO LICENCE AGREEMENT – CATERING

1. DEFINITIONS

- 29.7 **Approved Menu** means the menu of food and beverages to be provided by the Licensee from the Site in accordance with the Permitted Use as approved by the RNA.
- 29.8 **Gourmet Plaza Outlets** means food and beverage outlets located within the Plaza outside the Royal International Convention Centre during the Ekka, excluding outlets selling Strawberry Sundaes.
- 29.9 **Family Value Bundle Deal** means a menu item which bundles several food and beverage items together at a discounted price.
- 29.10 **Basic Food Value Option/s** means a menu item with minimal ingredients offered at a discounted price.
- 29.11 **Z-Read** means end-of-day report, a Z-Read provides a comprehensive overview of the day's sales activities, including total sales, refunds, sales by hour, and sales by item, generated at the close of each trading day.

30 LICENSING

- 30.1 Without limiting clause 10 of this Licence Agreement, the Licensee must:
- 30.1.1 obtain all Approvals necessary to carry out the Permitted Use including satisfying requirements of the Brisbane City Council and any other Authority in relation to food hygiene; and
- 30.1.2 hold, maintain and comply with the terms of any such Approvals throughout the Licence Period.

31 FOOD SAFETY PROGRAM

- 31.1 Prior to the Licence Period and as requested by the RNA, the Licensee must provide to the RNA a food safety program and any other requested documentation or information prepared in accordance with the applicable food safety standards which is satisfactory to the RNA in its absolute discretion.

32 STANDARD OF SERVICES

- 32.1 The Licensee must provide to patrons of the Licensee's site during the Ekka Period catering and other services necessary to carry out the Permitted Use of the highest standard and quality.
- 32.2 The Licensee must ensure that food products are handled and stored in the appropriate manner and at least to the standards recommended by the manufacturer or the supplier and are prepared and cooked to ensure premium quality items are delivered to patrons at the Ekka.
- 32.3 The Licensee must, if required by the RNA:
- 32.3.1 establish and comply with a quality assurance program certified by a recognised third party as meeting the requirements of the applicable standards or an equivalent accreditation;
- 32.3.2 allow the RNA's quality auditor (if any) to conduct regular on-site audits of the Licensee's operations to verify ongoing compliance with the quality assurance program; and
-

- 32.3.3 provide ready access and appropriate resources to facilitate the on-site visits of the RNA's quality auditor (if any) and take timely corrective action or preventative action in response to any reported deficiencies.

33 MENU, MAXIMUM PRICES AND STOCK

- 33.1 Prior to the Licence Period and as requested by the RNA, the Licensee must submit a menu of food and beverages to be provided by the Licensee from the Site.
- 33.2 The RNA encourages the Licensee to include appropriate healthy food and drink options in its menu.
- 33.3 The Licensee must only sell or supply those items which are contained in the Approved Menu. Any changes to the Approved Menu must have the prior written approval of the RNA.
- 33.4 Where an Approved Menu contains healthy food and drink options, the RNA may (at its discretion) include details of the Licensee and its healthy food and drink options in the RNA's advertising and promotional materials.
- 33.5 The Licensee must not charge any more than the maximum prices notified to the Licensee by the RNA from time to time in respect of the items on the Approved Menu.
- 33.6 The Licensee must not charge any more than the maximum prices outlined by the standardized item list notified to the Licensee by the RNA.
- 33.7 The Licensee must ensure that food and beverages are ordered in quantities that will ensure that the items on the Approved Menu are available in sufficient and reasonable quantities and at the highest standard as required under this Licence Agreement at all times during the Ekka Period.
- 33.8 Without limiting clause 13.11 of the Licence Agreement, any menu boards on the Site setting out food and beverages available and the prices payable for the food and beverages may only be displayed in a manner acceptable to the RNA.
- 33.9 Coca-Cola Europacific Partners (CCEP) has been appointed as an exclusive supplier for the duration of the Ekka Show. All non-alcoholic beverages intended for sale in your outlet must be, 600ml bottled soft drink and 600ml bottled water purchased through Coca-Cola only.

34 GARBAGE AND WASTE

- 34.1 Without limiting any other clause of the Licence Agreement, the Licensee must ensure:
- 34.1.1 the Site is thoroughly clean, hygienically managed and free of vermin and that all furniture, equipment, utensils, food and other items used by the Licensee are kept and maintained in the same condition; and
- 34.1.2 all waste oils and fats are removed from the Showgrounds and disposed of at the Licensee's cost.

35 LOUDSPEAKERS

- 35.1 Licensees or their agents are not permitted to use loudspeakers or voice amplification devices at any time during the term of the licence without written authorisation from the RNA.

36 NOTICES

36.1 The Licensee must give the RNA immediate verbal notice and subsequent notice in writing within 24 hours of a copy of any notice, requisition or communication received by the Licensee from any Authority about any issue relating to food health and safety, food handling and hygiene, food contamination or preparation or actual or potential incident which may affect the quality or safety of food products used at or offered by the Licensee from the Site under this Licence Agreement.

37 SPECIAL CONDITION – LICENCE FEE

Interpretation

37.1 In these special conditions:

37.1.1 Gross Sales Revenue means the amount showing as the Gross Sales for each day on a z-read of the Sales Equipment used at or in relation to the Site.

37.1.2 Gross Sales means the total of:

37.1.2.1 the sale price of all goods sold or disposed of from the Site;

37.1.2.2 the sale price of all services performed on or supplied at or from the Site;

37.1.2.3 all money and other things of value received by the Licensee for the operation of the Permitted use from the Site during the Ekka Period whether for cash, credit, or other method of payment, subject to clause 37.3.

37.1.3 Sales Equipment means all electronic cash register or point of sale terminal used by the Licensee at, for or in relation to the Site.

37.1.4 Security Bond means the amount determined under special condition 37.6.

37.1.5 Percentage means the percentage of Gross Sales payable as the Licence Fee, as set out in the Licence Agreement.

37.2 These special conditions replace override any terms of the Licence Agreement to the extent of any inconsistency.

Gross Sales Revenue

37.3 The Licence Fee payable by the Licensee to the RNA is the Percentage of Gross Sales Revenue.

37.4 The Licensee must pay the Licence Fee to the RNA in the following manner:

37.4.1 The Security Bond must be paid in full to the RNA upon the Licensee signing Licence Agreement;

37.4.2 The balance of the Licence Fee must be paid to the RNA on or before the date that is 7 days after receipt by the Licensee of a Tax Invoice from the RNA.

Security Bond

37.5 The RNA will determine the amount of the Security Bond as 75% of the RNA's estimate Gross Sales Revenue for the Ekka period, at the RNA's absolute discretion.

37.6 If, based on Gross Sales data collected during the Ekka Period, the RNA determines that the Licence Fee for the Ekka Period is likely to be greater than the Security Bond by the end of the final day of the Ekka Period, the RNA may, by notice in writing to the Licensee on the third final day of the Ekka Period, increase the Security Bond to the amount that the RNA estimates

will be the Licence Fee.

37.7 If the RNA gives notice under special condition 37.6 by 10 am on the third final day of the EKKA Period, the Licensee must pay the amount advised in the notice to the RNA by the later of 5 pm on the third final day of the Ekka Period.

37.8 If the Security Bond is more than the Licence Fee at the end of the Ekka Period the RNA will retain the Security Bond.

37.9 If the Security Bond is less than the Licence Fee at the end of the Ekka Period the RNA is authorised to apply the Security Bond towards payment of the Licence Fee.

Record keeping

37.10 The Licensee must record all sales transactions by entering the relevant details into the cash register, regardless of whether payment is received by cash, creditor EFTPOS.

37.11 RNA reserves the right to:

37.11.1 enter the Site to check the Licensee's records;

37.11.2 monitor the Site by CCTV to ensure proper use of the Sales Equipment; and

37.11.3 use mystery shoppers to ascertain whether all Gross Sales are being recorded correctly.

37.11.4 The Licensee must provide detailed Z-reads for each POS machine operating in their stall at the end of each trading day during the show. These Z-reads must include a detailed sales data breakdown, encompassing the entire transactional history for that trading day, sales by hour, and sales by item and total sales.

37.11.5 The detailed Z-reads must be provided to the Ekka (RNA) by close of business each day of trade.

37.11.6 All exhibitors on the Gross Sale % model are required to provide Ekka (RNA) with login information for their point-of-sale systems for the duration of the show, to facilitate access to sales data as needed.

General

37.12 All payments to be made by the Licensee to the RNA must be made without set-off, deduction or counter-claim.

37.13 The following cancellation fees apply:

37.13.1 Twenty-five percent (25%) of the Security Bond if the Licensee cancels between 60 and 90 days before the Commencement Date; and

37.13.2 No refund of the Security Bond is given if the Licensee cancels less than 60 days before the Commencement Date.

38 SPECIAL CONDITION - SALES EQUIPMENT

38.1 This special condition applies if the RNA provides the Licensee an electronic cash register capable of recording the Licensee's Gross Sales or if the Licensee.

38.2 The Licensee must only use Sales Equipment provided by the RNA for the operation of the Permitted Use at, for or from the Site.

38.3 The Licensee must use the Sales Equipment in accordance with the instructions supplied with each machine and in accordance with all directions of the RNA.

38.4 The Licensee must return the Sales Equipment to the RNA at the end of the Ekka Period in clean, undamaged condition and good working order.

38.5 Any damage to or loss of the Sales Equipment must be paid for by the Licensee and will be deducted by the RNA from the Security Bond or upon receipt of an invoice from the RNA.

39 SPECIAL CONDITION – FOOD VALUE PROMOTION

39.1 Participation in Value Food Options: The Licensee is required to actively participate in offering food value options for guests. This includes the provision of a 'Family Value Bundle Deal' and a 'Basic Food Value Option/s. All food value options must be advertised on the Licensee's menu board.

39.2 Price Ceiling Pricing: The Licensee must comply with the price ceiling guidelines set by the RNA for specific food items. These items include but are not limited to Standard Dagwood Dogs (\$9), Twisted Potatoes (\$10), Strawberry Sundae's (\$6.50) and 8 Oz Coffee (\$6). The Licensee agrees to adhere strictly to the pricing ceiling established by the RNA, ensuring value for money is provided to guests.

APPENDIX 2

VARIATIONS TO LICENCE AGREEMENT – COMMERCIAL

1. SHOWBAGS

39.3 In this clause, 'Sample Bag Date' means the date 25 days before the Commencement Date.

39.4 The Licensee must submit to the RNA by the Sample Bag Date three samples of each showbag and a list itemising the precise contents of each showbag, including the stand name and Site number from where each showbag will be sold.

39.5 The RNA may give notice to the Licensee terminating this Licence Agreement if it is dissatisfied for any reason with the proposed contents of any showbag.

2. SHOWBAGS SPECIAL CONDITION – LICENCE FEE

Interpretation

39.6 In these special conditions:

39.6.1 Gross Sales Revenue means the amount showing as the Gross Sales for each day on a z-read of the Sales Equipment used at or in relation to the Site.

39.6.2 Gross Sales means the total of:

39.6.2.1 the sale price of all goods sold or disposed of from the Site;

39.6.2.2 the sale price of all services performed on or supplied at or from the Site;

39.6.2.3 all money and other things of value received by the Licensee for the operation of the Permitted use from the Site during the Ekka Period whether for cash, credit, or other method of payment, subject to clause 49.3.

39.6.3 Sales Equipment means all electronic cash register or point of sale terminal used by the Licensee at, for or in relation to the Site.

39.6.4 Security Bond means the amount determined under special condition 49.5.

- 39.6.5 Percentage means the percentage of Gross Sales payable as the Licence Fee, as set out in the Licence Agreement.
- 39.6.6 Z-Read means an End-of-Day Report, a Z-Read provides a comprehensive overview of the day's sales activities, including total sales, refunds, sales by hour, and sales by item, generated at the close of each trading day.
- 39.7 These special conditions replace override any terms of the Licence Agreement to the extent of any inconsistency.

Gross Sales Revenue

- 39.8 The Licence Fee payable by the Licensee to the RNA is the Percentage of Gross Sales Revenue.
- 39.9 The Licensee must pay the Licence Fee to the RNA in the following manner:
- 39.9.1 the Security Bond must be paid in full to the RNA upon the Licensee signing Licence Agreement;
- 39.9.2 the balance of the Licence Fee must be paid to the RNA on or before the date that is 7 days after receipt by the Licensee of a Tax Invoice from the RNA.

Security Bond

- 39.10 The RNA will determine the amount of the Security Bond as 75% of the RNA's estimate Gross Sales Revenue for the Ekka period, at the RNA's absolute discretion.
- 39.11 If, based on Gross Sales data collected during the Ekka Period, the RNA determines that the Licence Fee for the Ekka Period is likely to be greater than the Security Bond by the end of the final day of the Ekka Period, the RNA may, by notice in writing to the Licensee on the third final day of the Ekka Period, increase the Security Bond to the amount that the RNA estimates will be the Licence Fee.
- 39.12 If the RNA gives notice under special condition 47.7 by 10 am on the third final day , the Licensee must pay the amount advised in the notice to the RNA by the later of 5 pm on the third final day of the Ekka Period.
- 39.13 If the Security Bond is more than the Licence Fee at the end of the Ekka Period the RNA will retain the Security Bond.
- 39.14 If the Security Bond is less than the Licence Fee at the end of the Ekka Period the RNA is authorised to apply the Security Bond towards payment of the Licence Fee.

Record keeping

- 39.15 The Licensee must record all sales transactions by entering the relevant details into the cash register, regardless of whether payment is received by cash, creditor EFTPOS.
- 39.16 The Licensee must provide detailed Z-reads for each POS machine operating in their stall at the end of each trading day during the show. These Z-reads must include a detailed sales data breakdown, encompassing the entire transactional history for that trading day, sales by hour, and sales by item and total sales.
- 39.17 RNA reserves the right to:
- 39.17.1 enter the Site to check the Licensee's records;
- 39.17.2 monitor the Site by CCTV to ensure proper use of the Sales Equipment; and

39.17.3 use mystery shoppers to ascertain whether all Gross Sales are being recorded correctly.

General

39.18 All payments to be made by the Licensee to the RNA must be made without set-off, deduction or counter-claim.

39.19 The following cancellation fees apply:

39.19.1 Twenty-five percent (25%) of the Security Bond if the Licensee cancels between 60 and 90 days before the Commencement Date; and

39.19.2 No refund of the Security Bond is given if the Licensee cancels less than 60 days before the Commencement Date.

40 LOUDSPEAKERS

40.1 Licensees or their agents are not permitted to use loudspeakers or voice amplification devices at any time during the term of the licence without written authorisation from the RNA.

APPENDIX 3 VARIATIONS TO LICENCE AGREEMENT – RIDES AND AMUSEMENTS

1. DEFINITIONS

40.2 **Amusement Devices Checklist** means the checklist attached as the Annexure B.

40.3 **Ride Cards** means the gift cards available in denominations of \$50, \$100 and \$150 (sold by the RNA for \$45, \$85 and \$120 respectively) redeemable at all rides during Ekka.

40.4 **2-for-1 Happy Hour Ride Promotion** means a 2 for 1 rides promotion run by the RNA between 9:30am – 10:30am everyday during Ekka. Rides must be taken within the 1-hour period outlined by the RNA.

40.5 **Kids Super Sunday** means a 2 for 1 kids rides promotion run by the RNA on the last Sunday of Ekka.

2. OWNERSHIP

40.6 If the Permitted Use allows the Licensee to operate a ride on the Site, the Licensee warrants that it is the owner of that ride and the ride is fit and suitable for use and has been properly maintained.

41 DURATION OF RIDES

41.1 If the Permitted Use allows the Licensee to operate a ride on the Site, the ride must have a ride duration of at least two minutes.

42 GAME RULES

42.1 If the Permitted Use allows the Licensee to conduct a game on the Site, the rules of that game must be prominently displayed on the Site in a manner acceptable to the RNA in its absolute discretion.

43 CARAVANS

43.1 The Licensee must not bring or place a caravan on the Site or permit a caravan to be brought or placed on the Site.

44 CARNIVAL OPERATORS

44.1 The Licensee who is a carnival operator must not at any time during the Licence Period, by itself or through any agent, third party or intermediary, sell or otherwise dispense carnival ride or game tickets or coupons, other than by sale during the Ekka at the Showgrounds. The Licensee acknowledges that any breach of this clause will cause actual damage to the RNA.

45 ENVIRONMENTAL CONTROL

45.1 Licensees or their agents are permitted to use loudspeakers and voice amplification devices during the term of the licence provided they are within the applicable prescribed noise levels (ie 85 decibels or as otherwise notified by the RNA). All generators must be silenced to the satisfaction of the RNA and to comply with any applicable standard designated by the RNA.

46 APPROVALS

46.1 The Licensee must provide to the RNA a completed Amusement Devices Checklist for each ride or amusement device prior to the Move-In Date.

46.2 Without limiting clause 10 of this Licence Agreement, the Licensee must:

46.2.1 obtain all Approvals necessary to carry out the Permitted Use; and

46.2.2 must hold, maintain and comply with the terms of any such Approvals throughout the Licence Period.

47 SPECIAL CONDITION – LICENCE FEE

Interpretation

47.1 In these special conditions:

47.1.1 Gross Sales Revenue means the amount showing as the Gross Sales for each day on a z-read of the Sales Equipment used at or in relation to the Site.

47.1.2 Gross Sales means the total of:

47.1.2.1 the sale price of all goods sold or disposed of from the Site;

47.1.2.2 the sale price of all services performed on or supplied at or from the Site;

47.1.2.3 all money and other things of value received by the Licensee for the operation of the Permitted use from the Site during the Ekka Period

whether for cash, credit, or other method of payment, subject to clause 49.3.

47.1.3 Sales Equipment means all electronic cash register or point of sale terminal used by the Licensee at, for or in relation to the Site.

47.1.4 Security Bond means the amount determined under special condition 49.5.

47.1.5 Percentage means the percentage of Gross Sales payable as the Licence Fee, as set out in the Licence Agreement.

47.2 These special conditions replace override any terms of the Licence Agreement to the extent of any inconsistency.

47.3 If the Licensee sells or disposes of a good or service and payment is received by redemption of a Ride Card, the 'sale price' for the purpose of clause 9.1(b) will be equal to the amount reimbursed to the Licensee by the RNA for the particular good or service sold by the Licensee.

Gross Sales Revenue

47.4 The Licence Fee payable by the Licensee to the RNA is the Percentage of Gross Sales Revenue.

47.5 The Licensee must pay the Licence Fee to the RNA in the following manner:

47.5.1 the Security Bond must be paid in full to the RNA upon the Licensee signing Licence Agreement;

47.5.2 the balance of the Licence Fee must be paid to the RNA on or before the date that is 7 days after receipt by the Licensee of a Tax Invoice from the RNA.

Security Bond

47.6 The RNA will determine the amount of the Security Bond as 75% of the RNA's estimate Gross Sales Revenue for the Ekka period, at the RNA's absolute discretion.

47.7 If, based on Gross Sales data collected during the Ekka Period, the RNA determines that the Licence Fee for the Ekka Period is likely to be greater than the Security Bond by the end of the final day of the Ekka Period, the RNA may, by notice in writing to the Licensee on the third final day of the Ekka Period, increase the Security Bond to the amount that the RNA estimates will be the Licence Fee.

47.8 If the RNA gives notice under special condition 47.7 by 10 am on the third final day, the Licensee must pay the amount advised in the notice to the RNA by the later of 5 pm on the third final day of the Ekka Period.

47.9 If the Security Bond is more than the Licence Fee at the end of the Ekka Period the RNA will retain the Security Bond.

47.10 If the Security Bond is less than the Licence Fee at the end of the Ekka Period the RNA is authorised to apply the Security Bond towards payment of the Licence Fee.

Record keeping

47.11 The Licensee must record all sales transactions by entering the relevant details into the cash register, regardless of whether payment is received by cash, creditor EFTPOS.

47.12 RNA reserves the right to:

47.12.1 enter the Site to check the Licensee's records;

47.12.2 monitor the Site by CCTV to ensure proper use of the Sales Equipment; and

47.12.3 use mystery shoppers to ascertain whether all Gross Sales are being recorded correctly.

General

47.13 All payments to be made by the Licensee to the RNA must be made without set-off, deduction or counter-claim.

47.14 The following cancellation fees apply:

47.14.1 Twenty-five percent (25%) of the Security Bond if the Licensee cancels between 60 and 90 days before the Commencement Date; and

47.14.2 No refund of the Security Bond is given if the Licensee cancels less than 60 days before the Commencement Date.

48 SPECIAL CONDITION - SALES EQUIPMENT

48.1 The Licensee must only use Sales Equipment provided by the RNA for the operation of the Permitted Use at, for or from the Site.

48.2 The Licensee must use the Sales Equipment in accordance with the instructions supplied with each machine and in accordance with all directions of the RNA.

48.3 The Licensee must return the Sales Equipment to the RNA at the end of the Ekka Period in clean, undamaged condition and good working order.

48.4 Any damage to or loss of the Sales Equipment must be paid for by the Licensee and will be deducted by the RNA from the Security Bond or upon receipt of an invoice from the RNA.

49 SPECIAL CONDITION – RIDE CARDS

49.1 The Licensee agrees to:

49.1.1 accept and honour all Ride Cards;

49.1.2 honour all ride promotions as determined by the RNA including:

49.1.2.1 2 – For – 1 Rides Happy Hour Promotion

49.1.2.2 Kids Super Sunday Ride Promotion

49.1.3 display of vinyl sticker on ride ticketing booths visible to the public, outlining ride promotions.

49.2 The Licensee must:

49.2.1 process each Ride Card transaction using the 'card redemption' option in the Sales Equipment;

49.3 Ride Cards will be available for purchase from RNA at discounted rates when a patron purchases an admission pass to the Ekka. These sales will generally be through www.ekka.com.au:

(Card Price)

- (a) \$50 will be sold for \$45 (10% off);
- (b) \$100 will be sold for \$85 (15% off); and
- (c) \$150 will be sold for \$120 (20% off).

49.4 RNA will collect the Card Price for the Ride Cards and will reimburse the Licensee within 20 business days of the Move-Out Date in accordance with clause 49.5.

49.5 RNA will reimburse the Licensee an amount equal to the total amount redeemed by patrons using a Ride Card at the Licensee's Site, as reported by the Sales Equipment, less a discount for each transaction based on the value of the Ride Card used and the applicable discount. RNA's determination of the reimbursement amount is final and binding on the Licensee.

50 NOTICES

- 50.1 The Licensee must give the RNA immediate verbal notice and subsequent notice in writing within 24 hours of a copy of any notice, requisition or communication received by the Licensee from any Authority about any issue relating to the ride or other equipment used on the Site by the Licensee under this Licence Agreement.

ANNEXURE A

Site

ANNEXURE B

Amusement Device Checklist



ROYAL INTERNATIONAL CONVENTION CENTRE
BRISBANE AUSTRALIA



Please complete and submit this form to your Event Planner **NO less than 14 days PRIOR** to the bump-in of the event:

RNA Health, Safety & Risk Team:

David Tye Phone: 07 3263 8942
Scott Poole Phone: 07 3263 8958

APPLICANT CONTACT DETAILS:

Name: <input type="text"/>	Position: <input type="text"/>
Company: <input type="text"/>	Event Name: <input type="text"/>
Phone: <input type="text"/>	Email: <input type="text"/>
Event Dates: <input type="text"/>	Date of Application: <input type="text"/>
Location of Activity: <input type="text"/>	

PERMIT PURPOSE:

To provide details of activities to be performed, (inclusive of set-up, pack-up and / or performance), by whom they will be performed, and evidence of the Event Organiser's ability to comply with RNA requirements and relevant government legislation, codes of practice, permits etc. The RNA relies on the Client / Supplier as the subject matter expert to safely perform the activities and as such will require provision of documentation to verify that appropriate hazards and risks have been identified and work processes implemented to eliminate or mitigate these risks. This includes Insurance, Licences, Government Permits, Risk Assessments, Safe Work Method Statements, Event Safety Management Plans etc.

(Please attach relevant documents as listed below)

DEVICE / PLANT INFORMATION:

Name of amusement device: <input type="text"/>	Date of Manufacture: <input type="text"/>
Country of manufacture: <input type="text"/>	Plant registration number: <input type="text"/>
Device design registration number: <input type="text"/>	State Registered: <input type="text"/>

MANDATORY REQUIREMENTS:

CONFIRMED / ATTACHED

- Please ensure that any required documentation is attached to this permit when submitted for review:
- Risk Assessment and Safe Work Method Statement for tasks taking place.
 - Copy of Engineers onsite set-up inspection certificate.
 - Copy of amusement device Set up, Operation & Dismantle Procedures.
 - Copy of amusement device Evacuation / Emergency Response Procedure.
 - Signed training records for nominated operators.
 - Device Design Registration Certificate (if available).
 - Current Plant Registration Certificate (issued within last 12 months).
 - Current Statement of Annual Engineer's Inspection (Conducted within last 12 months).
 - Current Full Audit Summary Sheet (from the WHS regulators' National Audit Tool for Amusement Devices).
 - Current Electrical Compliance (Test and Safety) Certificate (issued by a Licensed Electrician).
 - Confirmation that a 10 yearly major inspection has been undertaken as outlined under section 241A of the Queensland Work Health and Safety Regulation 2011.
 - Public Liability Insurance for minimum \$20 million naming The Royal National Agricultural and Industrial Association of Queensland as an Interested party (No variance).
 - Certificate of Currency of Workers Compensation Insurance.

PERMIT AGREEMENT:

This activity is not authorised to occur at the Royal International Convention Centre and / or Brisbane Showgrounds until written confirmation of its approval is provided by an appropriate staff representative of the RNA. The person listed under the Contact Details section of this form is solely responsible for ensuring the accuracy of the information contained within this form. The RNA makes no representation, warranty or guarantee regarding the safety or legality of the activity or the completeness or accuracy of the information that is provided.

RNA staff conduct regular compliance checks, and you may be required to provide evidence of how you manage your legal or regulatory duties. If at any time an activity is considered by an appropriate representative of the RNA as being non-compliant with any legal or regulatory requirement that you have, inconsistent with the information that has been provided in this permit, or jeopardise the safety of people, property or the environment, the RNA reserves the right to postpone or cancel the activity until it is completely satisfied that the concerns have been appropriately addressed and any issues rectified to RNA satisfaction.

By approving this permit the RNA does not accept any liability, loss or damage that may be caused by the activity.



RNA use only

Version: 1.0
Document ID: HR-WHS-PER-00.16

Approved Date: 08 December 2023
Review Date: 01 July 2026

EKKA WHS FORM 16 – AMUSEMENT DEVICE PERMIT FORM



CLIENT ACKNOWLEDGEMENT:

As the client I hereby request approval to conduct the activities noted within this document. In so doing I agree to comply with all (state and federal) statutory obligations including WHS Act 2011 and regulations, local council bylaws, Building Code of Australia and all relevant Australian Standards and Codes of Practice. I further agree to abide by RNA terms and conditions as described in the event contract and / or the RNA Guidelines and perform all activities in accordance with procedures outlined in my submitted documents.

Name: Signature: Date:

RNA WORKPLACE HEALTH & SAFETY AUTHORISATION:

PERMIT AUTHORISED BY:

David Tye – Head of Workplace Health & Safety or Scott Poole - Workplace Health & Safety Advisor

Comments:

Signature: Date:

RNA use only

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