

## Appendix 'A' to The Society's Constitution:

### **BY-LAWS of the ASSOCIATION - MUDGEERABA SHOW SOCIETY INC.**

As Amended by Resolution:

Adopted by AGM:	10 October 2005	Adopted in Total
First Amendment:	27 February 2006	Added Life Member Clarification
Second Amendment:	14 October 2013	Adopted in Total
Third Amendment:	27 January 2014	Addition of Hall Hire Policy
Fourth Amendment:	01 May 2014	Addition of Notable Society Dates
Fifth Amendment	13 October 2014	Qualify Role of Secretary Manager
Sixth Amendment	30 July 2015	Adopt new Venue Hire Agreements
Seventh Amendment	3 August 2015	Appoint General Manager
Eighth Amendment	3 September 2015	Adopt Annual Hire Agreements
Ninth Amendment	3 September 2015	Delete (f) paid Entertainment Coordinator
Tenth Amendment	3 September 2015	Define Member's Discount on Venue Hire
Eleventh Amendment	3 September 2015	Joining Fee for New Member Applications
Twelfth Amendment	21 October 2015	Membership Application exclusion period.
Thirteenth Amendment	16 December 2015	Parking, Passes and Meals Policies.
Fourteenth Amendment	18 August 2016	Clarify terms, conditions. Remove Parking, Passes and meals Policies, remove Hire Agreements. Addition of Youth Committee. Addition of sub chamber delegates.

#### **PART A – GENERAL:**

- (a) The Management Committee shall consist of nine (9) members, being President, Vice President, Treasurer as the executive and six members as Committee Members (AGM 13/10/14). Any persons in a paid position are not eligible for a position on the Management Committee.
- (b) The Secretary Manager of the Society shall be a member of the Society and shall be appointed by resolution of the Management Committee. The Secretary Manager shall be an employee of the Society and shall be paid as a permanent part-time employee with performance objectives. The position description and responsibilities shall be determined by the Management Committee and shall include all functions related to the general administration of the Mudgeeraba Show Society Inc;
- (c) The Management Committee can appoint Groundsmen and Maintenance Coordinator/s who can be members of the Show Society, and the Secretary Manager shall prepare an agreement with these persons that reflects the following:

- i. The Groundsmen could undertake mowing, tree trimming, rubbish collection and general ground maintenance throughout the showgrounds and could be paid as a casual employee of the Society.
  - ii. The Maintenance coordinator/s could undertake minor repairs on structures and infrastructure, construct new facilities and coordinate major projects as directed by the Management Committee and could be paid as contractors.
  - iii. Variations to the above requirements will be determined and varied by the Management Committee from time to time based on quotations submitted for specific works by the respective workmen.
  
- (d) The Management Committee could appoint an Entertainment Coordinator who can be a member of the Show Society. The Management Committee may prepare an agreement with this person that reflects the following:
  - i. A payment could be determined by the Management Committee prior to the Annual Show.
  - ii. Responsibilities could include entertainment procurement and supervision of, stage and night entertainment and performances, and roving entertainers that will perform over the weekend of the Annual Show.
  - iii. The Entertainment Coordinator shall coordinate the performers and their professional requirements and production support. Members input at this stage is encouraged.
  - iv. The Entertainment Coordinator shall report to the Management Committee detailing arrangements and costings with Entertainment Providers. This shall be approved by Management Committee in advance of confirmation and preparation for Show Schedule.
  - v. The Management Committee shall establish guidelines for this reporting process and have the authority to increase budget allocation dependant on the availability and desirability of a higher standard of entertainer, performance of feature.
  
- (e) The Management Committee shall determine each year, immediately following the AGM, a monthly payment to the Treasurer for reimbursement of travel and ancillary expenses.
  
- (f) Two delegates for the South East sub-chamber are to be appointed from the Management Committee after the election of the office barers and management committee at the Annual General Meeting. If there are no nominations from the Management Committee, the the Management Committee will appoint the representatives.
  
- (g) An Articles Committee shall be formed after nomination by Members, that is tasked with the establishment of recommendations for the review of bylaws from time to time or to make recommendations to alter the Rules of Association as the specific need arises.
  
- (h) The Show Society shall be the only organisation permitted to hold raffles or similar fund raising activities within the Showgrounds over the weekend of the Show; or, where special approval is granted to supporting organisations or individuals by the Management Committee prior to the Show weekend.
  
- (i) Attendance at the Official Show Opening function shall include invited VIPs, Management Committee members, Life Members, Patrons and Section

Coordinators; and, to any Major Sponsor who contributes support to the Show, as deemed by the Management Committee.

- (j) The Secretary Manager shall keep a 'Register of Decisions' that are a record of decisions made by the Management Committee that are not appropriate as Bylaws but have some binding on future Society business or may achieve an historical significance for future reference and archive purposes. At Management Committee meetings these topics should be specifically identified for recording and registration.
- (k) In acknowledgement of the support that members provide to the Society, it has been resolved that in addition to unlimited access to the Annual Mudgeeraba Show as per the 'Membership' criteria prescribed in the Constitution shall be entitled to 10% discount off the total venue hire, before GST is assessed. This discount is conditional that the member is also the responsible person executing the hire agreement for use of the premises. The discount applies to individual private function hire and does not apply to annual hire agreements, business use or contracts.
- (l) Application for Membership – Constitution Clause 7.
  - i. The Society maintains an exclusion period for the deliberation and determination of New Membership Applications. No applications for Membership will be considered by Committee during the period from the day after the Management Committee meeting in August, through to the first Management Committee Meeting following the Annual General Meeting in that year.
  - ii. The Secretary Manager will advise applicants who lodge Membership Applications within the exclusion period, that they may re-apply following the Society's AGM or ask that their Membership Application be kept on file with the Secretary Manager until such time that the application can be submitted to the Management Committee for consideration.
- (m) Membership Renewal and Membership Fees – Constitution Clause 6 and Clause 8.
  - i. Membership fees for the following Show Year will be determined by resolution of the members at the Society's Annual General Meeting.
  - ii. Membership Renewal Notices for Existing Members will be available issued immediately following the Annual General Meeting and shall reflect any increase in fees or charges determined by the members at the Annual General Meeting.
  - iii. Membership Fees are due and payable as from the date of the Membership Renewal form, as per Clause 8 in the Constitution.
- (n) Joining Fee on Application. Each new application for membership of the Society will be made on the form provided and be submitted in accordance with the Society's Constitution Clause 4 and Clause 5. The Membership fee/s due shall be those in force at the time of application, regardless of the time of year, and all new applications will attract an initial joining fee that must accompany the application and is paid to the Society for administrative purposes whether the application for membership is successful or not. The current joining fee amount will be as determined at the Society's Annual General Meeting. A joining fee can be waived by Management Committee as the need arises. A member who has been part of a

family membership and reaches the prescribed age of Adult Membership shall not attract a joining fee.

- (o) The Annual Mudgeeraba Show will be held on or about the last weekend in June each year; as endorsed or as modified by resolution of the Queensland Shows.

## **PART B – LIFE MEMBERSHIP:**

### **Criteria for Appointment as Life Member of the Society.**

“Life Membership of the Mudgeeraba Show Society is a privilege bestowed on members in recognition of their service and dedication to the advancement and success of the annual Mudgeeraba Show; and, the betterment of the Society’s Ideals and Objectives. Life Membership is appointed to the individual and is held in perpetuity regardless of the member’s status or ongoing level of participation”

The following Guidelines shall apply as a By-Law of the Mudgeeraba Show Society Inc. to establish a process for appointment of a member as a Life Member of the Society;

1. The announcement of the appointment of Life Membership shall be undertaken at the Annual General Meeting of the Society where all members present shall have the opportunity to endorse the Committee recommendations. There is no obligation to appoint Life Membership in any particular year should the selection committee so determine.
2. A selection committee shall be appointed by, and shall include, the Society President following the Society’s AGM and that committee shall consist of three members who are Life Members of the Society.
3. To be eligible to be appointed a Life Member:-
  - The individual should have been a member, or attached to a Family Membership, of the Society for a minimum of ten years;
  - Been a member in good standing;
  - Attended meetings of the Society on a regular basis;
  - Displayed exemplary ability and character through service to the Show Society.
4. A Life Member’s appointment is to be recorded on the Show Society Honour Board indicating the individual’s full name and year of appointment.
5. A Life Member as an individual receives all the benefits and entitlements of a member of the Society in perpetuity.
6. A Life Member’s partner shall be recognised as a non voting associate member of the Society and shall receive all the benefits and entitlements of a member of the Society whilst in association with the Life Member. Any children who are 16 years of age and younger and are under the lawful guardianship of the life member as a family unit shall receive all the entitlements of an ‘ordinary’ member’s child as attributed to a Family subscription.

7. A Life Member and their Partner will receive complimentary participation to all events and functions conducted by the Show Society throughout the year.

### **PART C – YOUTH COMMITTEE**

- (a) A Youth Committee shall be formed by Society members from the ages of thirteen to thirty. This committee can be tasked with the establishment and running of a number Show Society events, activities and competitions as deemed appropriate by the Management Committee.
- (b) The Youth Committee Executive will consist of a President, Vice President and Secretary.
- (c) A quorum shall consist of the executive plus one.
- (d) An elected member of the Youth Committee shall be allowed to attend Management Committee meetings, but will not receive voting rights unless they are already an elected member of the Management Committee.
- (e) Monthly meetings shall be held, as determined by the Youth Committee Executive.
- (f) Full and accurate records of meetings shall be documented and presented at Management Committee meetings.

## **PART D – VENUE HIRE POLICY**

### **Hall/Ground Hire Policy - Public Liability Protection Insurance.**

- a) At all times, the Mudgeeraba Show Society Inc. maintains full QCAS Public Liability protection cover over all of its buildings, grounds, assets and Activities.
- b) The Secretary Manager is to maintain a list of ‘defined user’ categories that will be used to determine the extent of Public Liability insurance cover and the certification required for each. All 18<sup>th</sup> Birthday requests will be declined. 21<sup>st</sup> Birthday Party applications will require approval of Management Committee and provision of professional Security providers. All hirers are required to provide copies of their Certificate of Currency. The event and Mudgeeraba Show Society must be named on certificate. Minimum \$20,000,000 public liability is required.

#### **Categories of Public Liability Cover required–**

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|---|--------------------|
| 1. Corporate, Company, Business Hire Liability              | – Business         |
| 2. Professional Consultancy or Demonstration Hire Liability | – Business         |
| 3. Charity & Community Fundraiser Hire - Incorporated       | – Incorporation    |
| 4. Charity & Community Meeting Hire - Incorporated Body     | – Incorporation    |
| 5. Charity & Community Gathering – Private Individual Hire  | – Private Contents |
| 6. Gathering or Public Function – Private Individual Hire   | – Private Contents |
| 7. Family – Non Society Member – Private Function Hire      | – Private Contents |
| 8. Family – Society Member – Private Function Hire          | – Private Contents |
| 9. Individual Society Member – Low-risk General Hire        | – Private Contents |
- c) The Secretary Manager to use the ‘QCAS’ Hall hire agreement as a base, but, modify the document to include the following:
    1. Mudgeeraba Show Society logo and contact details
    2. A section for insertion of Hall Hirer category type and Public Liability insurance type.
    3. A section for recording proof of identity, address, contact details and proof of residency.
  - d) That any submission for Hall/Ground Hire that the Secretary Manager considers could be a risk; cannot be assigned a category; does not have the appropriate level of cover; or, the applicant refuses to provide a Certificate of Currency, may be rejected by the Secretary Manager under delegation provided by the Management Committee.
  - e) That any application for Hall/Ground Hire that cannot be resolved by the Secretary Manager or is beyond the scope of this Policy, said application must be referred to the Management Committee for determination.

## **PART E – VENUE HIRE AGREEMENT - GUIDELINES**

### **1. Definition of Sites:**

- **Bill Deacon Pavilion (Main Pavilion or BDP)** - Includes hire of the building, toilets and kitchen; and, includes use of tables and chairs within store-room; and, joint use of Bitumen carpark and access roadway, but excludes Show Managers office and Pavilion Coordinators office.
- **Ted and Sue Shepherd Pavilion (TSSP)** – Includes hire of building, toilets and kitchenette; and, includes use of tables and chairs within building and joint use of Bitumen carpark and access roadway.
- **Helen Ripper Pavilion (HRP)** – Includes hire of building; and joint use of Bitumen carpark and access roadway.
- **Rotary Bar** – Includes use of Bar Structure and access to site, but excludes grass carparking. Daylight use only
- **Woodchoppers Bar** – Includes use of Bar Structure and access to site. Daylight use only.
- **Dairy Sheds** – Includes use of undercover Shed Areas and access to site. Daylight use only.
- **Ring Administration Office** – Includes Ring Office Structure and access to site. Daylight use only.
- **Fig Tree Wedding Site** – Includes use of fig tree site and immediate surrounds and roadway access to site. Daylight use only.
- **Western Grounds** – Includes all Bitumen roadways and Grassed areas to the West and North/west of the Showgrounds dividing fence, but excludes the use of all buildings and structures within this area and the joint use area adjacent to the Helen Ripper Pavilion.
- **Eastern Grounds** - Includes all Bitumen roadways and grassed areas to the East of the Showgrounds dividing fence, but excludes the use of all buildings and structures within this area and the bitumen roadway and carpark associated with the Bill Deacon Pavilion.

### **2. General Conditions of Venue Hire and Use:**

1. Agreement to Hire
  - a) The society permits the Hirer use of the property for the Permitted Use subject to:
    - i) the terms expressly set out in this agreement
    - ii) all applicable rules, by-laws and regulations of the Society
2. Hire Fee and Booking Confirmation
  - a) The hirer must pay to the Society the Hire Fee in the following manner, time being of the essence:

- i) a non-refundable security deposit of 10% if applicable be paid upon booking and
  - ii) the balance of the Hire Fee shall be paid four weeks prior to the event
- b) All payments made by the Hirer to the Society must be made without set-off, deduction or counterclaim.
- c) The Hirer may be denied access until the total Hire Fee has been received.
- d) A booking is not constituted to be confirmed until either the deposit or full hire fee has been paid.
- e) Without written confirmation and the payment of a deposit, a booking is not considered to be binding on the Society and the required dates may be re-let at the complete discretion of the Society.
- f) If a booking is cancelled before 6 weeks prior to the event, the full security deposit or hire fees paid will be refunded to the applicant.
- g) If the booking is cancelled between 6 weeks and not less than 4 weeks prior to the event, 50% of the security deposit will be forfeited to the Show Society to compensate for administrative costs.
- h) If the booking is cancelled within 4 weeks of the event the security deposit in total will be forfeited to the Society to compensate for administrative costs.
- i) All cancellations or changes to bookings must be in writing by post or email and addressed to the Secretary/Manager Mudgeeraba Show Society Inc.

### 3. The Hirer's Obligations

- a) The Hirer shall not remove any items or structure from the Property.
- b) The Hirer shall keep the Property in good repair, order and clean condition at all times during the Hire Period.
- c) The Hirer must not cause or contribute to any damage to the showgrounds or the Property. Such damage must immediately be repaired, to the satisfaction of the Society.
- d) The Hirer shall not allow disconnection of, or disruption to, any utility or other services or alteration of or disruption to existing improvements with respect to the Property, without the Society's prior approval
- e) The Hirer must use any property, goods, materials, services or information provided by the Society:
  - i) at its own risk
  - ii) using reasonable care; and
  - iii) in accordance with the Society's instructions.



- f) The Hirer is responsible for the safety and security of all people who attend the Property during the Hire Period.
- g) The Society will advise the Hirer if it believes it is necessary to engage security Personnel and will require details of the security personnel engaged.
- h) The Society may at any time enter the Property during the Hire Period and observe the use of the activities conducted at the Property.
- i) The Hirer must not engage in any activity which may bring the reputation of the Society into disrepute.
- j) The Hirer must vacate the Property by the hire end time otherwise penalties may apply.
- k) The Hirer must not permit any activity which may be or become offensive, dangerous give rise to undue noise or smell or which in the opinion of the Society may cause annoyance, offence or cause danger to the public.
- l) If the Hirer does not comply with clause 3(f) the Society may immediately and without notice:
  - i) take possession of the property
  - ii) remove any goods from the Property. Any goods removed in this way which remain in the Society's possession after a period of seven days will be treated as abandoned and such goods will become the property of the Society.

#### 4. Insurance and Indemnity

- a) Categories of Events where Public Liability Insurance Cover is required:
  1. Corporate, Company, Business Hire.
  2. Professional Consultancy or Demonstration Hire.
  3. Charity & Community Fundraiser Hire – Incorporated Body.
  4. Charity & Community Meeting Hire - Incorporated Body.
  5. Charity & Community Gathering – Private Individual Hire.
  6. Gathering or Public Function – Private Individual Hire.
  7. Family or Individual– Non Society Member – Private Function Hire.
  8. Family or Individual – Society Member – Private Function Hire.
- b) Unless the Society agrees otherwise, at all times during the Hire Period the Hirer must have in place with a reputable insurer, on terms and conditions acceptable to the Society, the following:
  - i) Public Liability insurance with a sum of at least \$20,000,000 covering all claims. The Hirer must arrange for the Society to be named insured on the policy.
  - ii) Third party motor vehicle insurance,( if so included) ; and,
  - iii) Workers' Compensation insurance as required by law ,(if required)
- c) The Hirer must immediately on demand by the Society provide the Society with a copy of the Certificate of Currency referred to in clause 4 (b) ( i).
- d) The Hirer indemnifies the Society (including its members, agents and employees) against all claims, demands, actions, costs (including legal costs),

charges, expenses, damages, loss or other liability arising from or contributed to by property loss or damage (including property of the Society) or personal injury or death arising out of or in connection with the Hire of the Property.

- e) The Hirer must immediately notify the Society of any accident or other incident related to the hire of the Property.

5. No Assignment

- a) The Hirer (Applicant) shall not assign this Agreement or any right under this Hire Agreement to a third party.

6. Termination

- a) The Society may cancel this Hire Agreement if it determines in its absolute discretion that the Property is no longer suitable for the Permitted Use.
- b) The Society may for any reason whatsoever immediately terminate or suspend the operation of this Hire Agreement by notice to the Hirer at any time.
- c) In the event of such termination the Hirer will cease occupation of the Property immediately upon being so directed by the Society.
- d) The Society reserves the right to cancel or re-assign a booking date should the need arise due to administrative oversight or in consideration of the immediate safety of guests or property.

7. General Conditions

- a) The Hirer must not misrepresent the purpose of the event for which the premises is being hired.
- b) The Hirer will pay a Restoration Bond to the Show Society at the time of booking the event or no later than four (4) weeks prior to the event. Such bond may be eligible to be refunded on inspection of the facilities by the Show General Manager after the event. If the Show Secretary Manager is satisfied that the Hire Conditions have been met the Bond or a portion of the bond will then be forwarded to the Hirer. The bond amount as specified for this event in the cover page of this agreement has been determined by reference to the Society policy.
- c) All cheques are to be made payable to the Mudgeeraba Shoe Society Inc or paid by direct debit into the Show Society Bank Account.
- d) Conditions relating to the Bond refund as are directed by the Society under its venue hire policy - see Appendix A

Please Note: In the circumstance where bookings for events are made six (6) months or more in advance of the event, the Full Hire Fee may increase due to external influences brought to bear on the Society by Government agencies, licencing, utilities or waste management charge increases. The applicant will be advised in writing of the increases and all Hire Agreements, bonds and Hire fees will be altered to reflect the increased amounts. Failure to abide by the hire cost increases may see the booking cancelled and security deposit forfeited.

## **PART F: PASSES, PARKING and MEALS – POLICY**

### **Show Passes; Show Parking; and Volunteer Meals Policies.**

#### **1. “Site Holder Pass” - Policy.**

- a) Each Trade or Professional Site is to be issued with two (2) re-usable fully transferable site holder Gate Passes as part of the Site Hire Fee.
- b) The Gate Pass is fully transferrable, is in force for the duration of the Show and is issued to the Site holder (applicant) as the responsible person.
- c) Additional Site Holder Gate Passes may be purchased on application.
- d) The Secretary Manager is authorised to use discretion to issue additional Gate Passes for larger Trade Sites.
- e) The Secretary Manager is authorised to use discretion to issue additional Gate Passes for Sponsor’s Sites.
- f) Site holders may purchase additional re-usable Gate Passes.
- g) Site Holder Passes to be a printed carrying Date of Show.
- h) Site Holder Passes are transferrable.

#### **2. “Member’s Badge” - Policy.**

- a) Each year upon payment of annual dues, a member will be issued with a Society Member’s badge which is non-transferrable and allows unlimited entry into the Show for that member. The Member’s badge should be worn or displayed at all times to allow Free entry into the Showgrounds during all public open times of the Show; and, Free entry into the Members Only Refreshment Area at the Show.
- b) Where the member has joined as a family, each partner will receive a membership badge in their own right. Children of that family will receive a wrist band which will allow unlimited entry into the Showgrounds for that child.
- c) Life Member, Committee and Patron badges allow all the rights and privileges of an ordinary member.
- d) All members are permitted access to the designated Members Only Refreshment Area to utilise the facilities as part of their privileges but must display their member’s badge to gain entry.
- e) Partners of Life Members and Patrons will receive an annual Members Badge.
- f) Members who volunteer their services during the Show and “lead up” to the Show will be given passes allowing Free entry into the Public Carpark opposite the Showgrounds.

#### **3. “Adult Gate Pass” - Policy.**

- a) A complimentary gate pass can be issued for one Adult to gain entry to the Show. This Adult pass is non-reusable and must be handed in at entry to the Showgrounds.

- b) An Adult Gate pass is issued in circumstances where a reward is offered; or, is recognition of service provided which is linked to a particular function of the Annual Show.
- c) Where Volunteers (non-Show Society members) offer to provide voluntary service at the Show for a period of work not less than three hours duration, an Adult Gate pass can be issued. The Gate pass is issued by the Secretary Manager or Section Coordinator to the recipient prior to the commencement of the Show.
- d) Where Judges, VIPs or Dignitaries are attending the Show on a one-off basis, an Adult Gate pass can be issued by the Secretary Manager or Section Coordinator to the recipient prior to the commencement of the Show.
- e) The Secretary Manager is authorised to use discretion to issue Adult Gate Passes and to determine the appropriateness or otherwise of the number of passes issued.
- f) The Secretary Manager is to keep a ledger of all Adult Gate Passes that are issued and to record the purpose for which they were issued.
- g) Sponsors will be issued with “Sponsor Passes” which can be used throughout the weekend. These passes are non transferable and must be worn while on the grounds. This enables the Sponsors to be easily identified for publicity and acclamation.

#### 4. **“Parking Pass” - Policy.**

- a) A “Restricted Access Carparking pass” is issued to allow vehicles to be parked within the Showgrounds for the duration of the Show but only to be located within the designated area adjacent to the Ring Office or within the adjacent private property to the west.
- b) A Restricted Carparking pass is issued at the discretion of the General Manager and must be displayed on the dashboard of the vehicle at all times and vehicle registration details are to be recorded in the office ledger.
- c) A general Show Carparking pass is issued to allow free parking within the Society operated public Carparks opposite the Showgrounds.
- d) A general Show Carparking pass is issued for use and reuse over the weekend of the Show and is to be displayed on the dashboard of the Vehicle.

#### 5. **“Volunteer Meals” - Policy.**

- a) Volunteers who are eligible to receive meals from the Society Kitchen will be issued wrist bands by the respective Section Coordinator.
- b) Show Society members who are eligible to receive meals from the Society Kitchen and Caterer will be issued wrist bands by the Secretary Manager.
- c) Additional wrist bands will be issued at the discretion of the Secretary Manager in consultation with Management Committee.
- d) Committee Members, Life Members, Patrons and Section Coordinators must display Badges of Office or official ‘Show Ribbons’, or wear Show Society ‘Official’ Shirts, to be eligible to receive meals.