



Nursery & Garden Industry
Victoria

NURSERY & GARDEN INDUSTRY VICTORIA

ACN 004 179 373

Member's Trade Day Conduct By-law

effective on and from 1 July 2017

NURSERY & GARDEN INDUSTRY VICTORIA - ABN 92 004 179 373

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1. Background

- (a) This By-law is intended to protect and enhance the integrity and reputation of Trade Day as the best, and largest horticultural trade market in the Southern Hemisphere.
- (b) This By-law is made pursuant to article 33 of the Constitution of NGIV.
- (c) The requirements of this By-law must be complied with by all Members.

2. Definitions and interpretation

In this By-law:

- (a) **Member** means a member of NGIV.
- (b) **NGIV** means Nursery & Garden Industry Victoria ACN 004 179 373.
- (c) **Permanent Stand Holder** means, subject to by-law 5(i), a Member who is a stand holder and who has been accepted as a permanent stand holder by NGIV.
- (d) **Site Rules** means the rules, policies & procedures of the owner of Caribbean Gardens relevant to Trade Day.
- (e) **Trade Day** means the trade day market organised by NGIV and held ordinarily on the 1st Tuesday of each month at the Caribbean Gardens site in Scoresby.
- (f) **Visitor** means a person that the Member wishes to attend a single Trade Day as an invitee.
- (g) Words and phrases defined in the NGIV Constitution have the same meanings when used in this By-law.

3. Conduct

- (a) Only an employee or officer of the Member who is over 18 years of age may be a representative of that Member.
 - (b) A representative of the Member must wear:
 - (1) his or her 'Member pass' conspicuously at all times; and
 - (2) closed footwear,at all times whilst at trade Day.
 - (c) A representative of the Member must check-in at the entry point of Caribbean Gardens on each Trade Day.
 - (d) Each 'Member pass' is personal to the Member and is not transferable.
 - (e) A representative of the Member must:
 - (1) behave with courtesy, professionalism and respect at all times; and
 - (2) not consume alcohol or any illicit substance, or smoke other than in designated smoking areas, without the express permission of NGIV,whilst at Trade Day.
 - (f) A 'Member pass' remains the property of NGIV and must be promptly returned to NGIV:
 - (1) if the relevant representative ceases to be an officer or employee of the Member;
 - (2) the Member ceases to be a Member; or
 - (3) upon request by NGIV at any time.
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- (g) The Member:
 - (1) must ensure that its representatives comply with relevant provisions of this By-law at all times, as if they were bound by it;
 - (2) must, and must ensure that its representatives, comply with all applicable laws at or in relation to Trade Day, and all Site Rules; and
 - (3) is responsible at all times for the conduct of its representatives at or in relation to Trade Day.
- (h) Commencement and cessation times set by NGIV and relevant to Trade Day (including, without limitation, bump in (set up) and bump out (pack up) times) must be adhered to strictly.
- (i) In relation to stock cartage trolleys made available by NGIV:
 - (1) trolleys can be paid for from 6:30am and collected from the dome after 8:00am;
 - (2) there is a daily hire fee (which will be advised to the Member from time to time);
 - (3) no person may ride or sit in a trolley;
 - (4) a trolley hired by a Member may not be given to or used by any other attendee Trade Day;
 - (5) trolleys must be returned to the dome by the Member; and
 - (6) if a trolley is damaged or not returned as required, the Member must pay to NGIV a fee of up to \$550 (depending upon the loss or damage incurred).
- (j) A representative of the Member who observes a personal injury, chemical spill, soil spill or other risky or potentially dangerous situation must notify NGIV promptly of that event or circumstance.
- (k) The Member must comply with all Site Rules.
- (l) The use of bicycles, rollerblades or skateboards is strictly forbidden.
- (m) Pets other than guide dogs are not permitted at Trade Day.
- (n) Members must ensure that any persons under the age of 18 accompanying a representative of the Member are strictly supervised and the Member is responsible for any loss or damage caused by such minors.

4. Visitors

- (a) A Member may invite a Visitor per Trade Day.
 - (b) No Visitor may be brought to Trade Day by a Member unless NGIV has given its prior consent to the attendance of that Visitor. Requests for permission to bring a visitor should be sent to ngiv@ngiv.com.au. Where a request relates to a person who has already been a Visitor of the Member, NGIV may refuse consent.
 - (c) A Visitor must check-in at the entry point of Caribbean Gardens on the Trade Day he or she attends.
 - (d) A Visitor must wear his or her 'Visitor pass' conspicuously at all times whilst at Trade Day.
 - (e) A 'Visitor pass' remains the property of NGIV and must be promptly returned to NGIV upon request.
 - (f) The Member:
 - (1) must ensure that its Visitor complies with relevant provisions of this By-law at all times, as if the Visitor was bound by them;
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- (2) must comply, and must ensure that its Visitor complies, with all applicable laws at or in relation to Trade Day, and all Site Rules; and
 - (3) is responsible at all times for the conduct of its Visitor at or in relation to Trade Day.
- (g) The Member must ensure that its Visitor does not:
- (1) sell or attempt to sell, or solicit orders for, the Member's or Visitor's own products or services to other attendees at Trade Day;
 - (2) hand out samples, product catalogues, handouts or other advertising material at Trade Day; or
 - (3) engage in any other conduct at Trade Day that NGIV, in its absolute discretion, determines is contrary to the spirit, intent and/or reputation of Trade Day and/or NGIV,
- but these prohibitions are not intended to prevent social interaction or general business networking activities.

5. Members attending who are stand holders

- (a) If the Member wishes to be a stand holder at Trade Day, the Member may apply to NGIV for approval to be a stand holder, including specifying:
- (1) whether the Member wishes to be a Permanent Stand Holder;
 - (2) how much space the Member wishes to have at Trade Day; and
 - (3) any other requests of the Member in relation to its stand,
- and NGIV may give or withhold that approval, or impose specific terms and conditions, in its absolute discretion.
- (b) A precondition for the Member to be granted approval to be a stand holder is to provide evidence to NGIV that the Member holds current public liability insurance from a reputable insurer and of an amount of at least the minimum coverage prescribed by NGIV from time to time. The policy must cover all of the activities of the Member and its representatives and Visitor at Trade Day, including without limitation bump in and bump out.
- (c) The Member must maintain the insurance referred to in clause 5(b) at all times whilst an approved stand holder, and must provide evidence of that insurance promptly upon request from NGIV.
- (d) NGIV may from time to time determine fees payable by:
- (1) Permanent Stand Holders; and
 - (2) other stand holders.
- (e) A Permanent Stand Holder:
- (1) must commit to be a stand holder for a period of at least 12 months;
 - (2) must pay the applicable Permanent Stand Holder fee on a quarterly basis, and will be invoiced at the start of each quarter;
 - (3) must pay its fee before the end of the relevant quarter, failing which, NGIV may immediately suspend or revoke the Permanent Stand Holder's entitlement to be a stand holder;
 - (4) may request changes to its arrangements in relation to Trade Day on a permanent or seasonal basis, by giving written notice to NGIV, and any such changes approved by NGIV may or may not result in a reduction in applicable fees and NGIV's absolute discretion; and
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- (5) must notify NGIV, at least 5 days prior to any Trade Day it is not able to attend.
- (f) A stand holder who is not a Permanent Stand Holder must pay its fee either:
- (1) within 30 days of NGIV issuing an invoice for that sum; or
 - (2) immediately upon written request by NGIV,
- and in the event that the stand holder either fails to make such payment by a due date, or does not otherwise comply with any terms of credit imposed by NGIV from time to time, NGIV may immediately suspend or revoke the stand holder's entitlement to be a stand holder.
- (g) A stand holder and its representatives and other personnel must:
- (1) wear high visibility clothing at all times during bump in (set up) and bump out (pack up) times; and
 - (2) comply with any reasonable direction given by NGIV or NGIV's Trade Day Co-ordinator at any time.
- (h) Any stand holder who uses any electricity supply of Caribbean Gardens must ensure that all of their electrical leads have been tested and tagged by an appropriately qualified electrician at least as often as required by Australian New Zealand Standard AS/NZS3760 *In-Service Safety Inspection and Testing of Electrical Equipment* or any other applicable code of conduct and/or industry standard.
- (i) NGIV may, by notice in writing to the stand holder, suspend or revoke a stand holder's approval to be a stand holder if, in NGIV's opinion:
- (1) the stand holder breaches a material term of this By-law and has not remedied that breach within any time period specified by NGIV; or
 - (2) the conduct or circumstances of the Member or its representatives has, or appears to NGIV reasonably likely to have, a detrimental impact on the activities, goodwill or reputation of NGIV.

6. Members attending who are not stand holders

Where the Member is not a stand holder at Trade Day, the Member and its representatives must not:

- (a) sell or attempt to sell, or solicit orders for, the Member's own products or services to other attendees at Trade Day;
- (b) hand out samples, product catalogues, handouts or other advertising material at Trade Day; or
- (c) engage in any other conduct at Trade Day that NGIV, in its absolute discretion, determines is contrary to the spirit, intent and/or reputation of Trade Day and/or NGIV,

but these prohibitions are not intended to prevent social interaction or general business networking activities.

7. Miscellaneous

- (a) If a 'Member pass' or 'Visitor pass' is lost, irreparably damaged or otherwise becomes unusable, NGIV may charge the Member a card replacement fee.
 - (b) The names of Members and their representatives may be included on publicly available lists as part of NGIV's ordinary activities.
 - (c) NGIV reserves the right to use photographs taken at Trade Day, which may include Member materials and Member representatives, for its ordinary promotional and other activities.
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