
**CODE OF CONDUCT
OF THE
VICTORIAN SHOWMEN'S GUILD**

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The Victorian Showmen's Guild (**the Guild**)

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CODE OF CONDUCT OF THE SHOWMEN'S GUILD OF AUSTRALASIA

1. Preface

- 1.1 The objectives of the Guild are set out in the rules of The Showmen's Guild of Australasia (*the Guild*).
- 1.2 The members of the Guild value:
- (i) quality control for the industry;
 - (ii) the safety of the public when attending shows;
 - (iii) the provision of high quality rides, amusements and entertainment for the public in urban and regional Australia; and
 - (iv) high standards of fair trading.
- 1.3 The objects of adopting this Code are to:
- (i) promote industry standards;
 - (ii) further consumer interests; and
 - (iii) foster a positive public image.

2. Preamble

- 2.1 This Code of Conduct sets out the standards of conduct for people and companies engaged in the provision of side show entertainment as "Showmen". The Code has been prepared following a determination by the Guild to pursue high standards in the industry, in terms of consumer safety and protection, while maintaining and furthering the interests of members of the Guild.
- 2.2 Acceptance and observance of this Code is a condition of membership of the Guild. Members of the Guild must comply with both the letter and spirit of the Code. Members should ensure that all agents acting on their behalf are fully conversant with the provisions of the Code. Showmen's Guilds other than the Guild are invited to accept and observe this Code.
- 2.3 The Code shall be supervised and administered by the Committee of the Guild. The Committee may issue determinations from time to time for the purposes of interpretation of certain sections of the Code. Complaints concerning alleged breaches of the Code should be reported in writing to the Secretary of the Committee or his or her delegate.
- 2.4 Failure to comply with the Code will result in sanctions being applied under the provisions of Clause 20. Adherence to this Code in no way reduces a Member's responsibilities to comply with the *Trade Practices Act 1974* (Cth) or any other legislation or codes.

3. Guild shows

- 3.1 All events at which the Guild organises the sideshow amusements or at which ground is allocated to the Guild by the organising body shall be referred to in this Code as *Guild Shows*.
- 3.2 The Code shall apply to all Guild Shows.
- 3.3 Members are free to attend events which are not Guild Shows. However, subject to clause 3.4 this Code does not apply to any events which are not Guild Shows.
- 3.4 Members are expected to conduct themselves in an appropriate manner at all times and in particular shall comply with clauses 12.4 - 12.10, 13, 15.1, 15.2 and 15.4 whether or not the event in question is a Guild Show.

4. Delegates

- 4.1 Each member of the Committee of the Guild is a Delegate.
- 4.2 Three (3) or more Delegates will be responsible for each Guild Show.
- 4.3 Delegates have the responsibility to ensure that the Guild Show is run in a way that:
- (a) fosters a positive relationship with show societies and event organisers;
 - (b) fosters a positive relationship with the general community in which the event is held;
 - (c) provides a safe, accessible and organised entertainment for consumers; and
 - (d) protects and enhances the interests of members of the Guild.
- 4.4 In order to assist with the administration of Guild Shows and to ensure the smooth running of such shows, Members shall approach the Delegates with any complaints or business which they may have in relation to a Guild Show. The Delegates will deal directly with a representative of the relevant show society in relation to all business of and any complaints by, Members regarding a Guild Show.

5. Acting delegates

- 5.1 If any of the Delegates have not arrived forty eight hours before the Guild Show is to commence, the Members may elect Acting Delegates from among themselves so that the total number of Delegates and Acting Delegates present at the event is three. Acting Delegates shall act in the place of the Delegates until the arrival of the Delegates.

6. Powers of delegates

Delegates to a Guild Show will have the following powers and responsibilities:

- 6.1 No Member may contravene a direction by a Delegate in the execution of their duty.

- 6.2 No Member may obstruct a Delegate in the execution of their duty.
- 6.3 A Delegate is obliged to refer breaches of the Code to the Committee.
- 6.4 A Delegate has the power to enquire as to who has the use and control of equipment or space at any Guild Show.
- 6.5 Delegates shall collect rents for space allocated to Members by the Guild and pay the same on behalf of the Guild to the persons or body entitled to receive.
- 6.6 Delegates shall have the responsibility for control of the "fronlline" and "streets" in accordance with the rules of the Guild.
- 6.7 Delegates will supply a plan of all shows they attend to the Secretary, at the Guild Office, as soon as possible after the completion of the show.

7. Ground allocation

- 7.1 The Delegates shall allocate space to individual members at each Guild Show so that Members retain their geographic position and footage of space at such shows as held by them in the year immediately previous, subject to clause 7.1A, providing no alterations to layout occur.
- 7.1A A reallocation of space can only take place where the Guild declares a reallocation of space in relation to a particular show. Such a reallocation will generally be declared by the Guild where a show is experiencing financial difficulties and one or more space holders have failed to attend a show. Where a reallocation of space is declared, a member holding space at the show must occupy the specific position allocated to him/her with his/her own equipment for the first year after the declaration or such longer period as declared by the Guild. All other space will be allocated to those members who occupy the space with their own equipment for the first year or for a longer period if such a period is specified in the declaration.
- 7.2 If a Member for health reasons, compassionate or other exceptional reasons cannot attend a Guild Show, the Committee, on receiving a written request, can give a special dispensation to maintain his priority for a period of not more than twelve (12) months.
- 7.3 Extensions of ground at a Guild Show may only be granted at the discretion of the Delegates acting in committee (3) who shall take into account the following factors when making their decision:
 - (a) whether the space is available;
 - (b) whether there is sufficient power;
 - (c) whether the extension will provide benefit to consumers and/or the event organiser;
 - (d) whether the extension will infringe the rights of other Members; and
 - (e) any objection which is lodged and upheld by the Committee.

All Delegates present shall be consulted in relation to an extension of ground although the decision shall be made by a committee of three Delegates. Extensions will be tabled at the general meeting immediately after the show at which they were granted.

- 7.4 Any Member who finds that the position allotted to him to conduct his business is unsuitable, may apply to the Delegates to have that position changed. On such application the Delegates may change the position or allot another position to such Member.
- 7.5 Where the Guild allocates a position for use by a specific item, this position may not be transferred for general use and must be used only for that specific item.
- 7.6 Members have twelve (12) months to challenge priority on any new space let to the Guild. All new additional space must be tabled at the general meeting immediately after the show. New space should adjoin the Guild Area wherever practicable.
- 7.7
- (a) A round position cannot be converted to a square position where it will interfere with other Members' space or streets.
 - (b) When the layout at a showground cannot be moved in block to the new ground, the Delegates will allot the space in accordance with the priorities set out in subparagraph (e). When priorities cannot be decided a ballot will be held for the remaining positions.
 - (c) When any new space is allotted, the Member acquiring that space must occupy the specific position with his own equipment for the first year or for a longer period, if such a period is specified as a condition of the allotment. If no objection is lodged within twelve (12) months, then the ground becomes his.
 - (d) No consideration of a new position in place of loss of depth will be given except when a Member makes an offer to hand in the frontage of the affected space to the Guild for reallocation.
 - (e) New space shall be allotted in the following priorities:
 - (i) old space holder who exchanges foot for foot;
 - (ii) old space holder who has space reclaimed - proof must be furnished by the claimant that it has been lost within the last ten (10) years;
 - (iii) Delegates may decide further preferences and priorities.
 - (f) In allocation of space Delegates will not be required to go beyond ten (10) years in research.
- 7.8 In special circumstances where all of the delegates present at the Show consider fairness requires it, ground may be allocated other than in accordance with clauses 7.1 to 7.7 only after all efforts to use 7.1 to 7.7 have been tried and deemed unworkable. Any reallocating of ground must be tabled at the next Annual General Meeting which may ratify the reallocating of space so that it will apply in the future at that show.

- 7.9 If any research is required to be undertaken by the Guild office in relation to any application relating to ground allocation by a Member, the Member shall pay a fee to the Guild office as set from time to time by the Guild.
- 7.10 (a) Show societies have the right to reduce the area offered exclusively to the Guild at a Guild Show when negotiating to enter into new contracts with the Guild or when negotiating to exercise an option to renew existing contracts.
- (b) The Guild is entitled to ask a show society which proposes to reduce the Guild Area to provide the Guild with at least 12 months' notice of the proposed reduction and to consult with the Guild before reducing the area offered to the Guild.

8. Disputes in relation to ground allocation

- 8.1 Delegates shall refer any disputes over ground allocation to the Committee which shall call for submissions from all Members affected by the dispute.
- 8.2 Any Members directly involved in or affected by the dispute shall not sit on the Committee when it hears and determines the dispute.
- 8.3 The quality and standard of the operations in question shall be one relevant factor to be taken into account by the Committee in determining a dispute as to ground allocation.
- 8.4 Members affected by a dispute may make oral submissions to the Committee if they elect to do so and if the Committee considers that it is practicable for them to do so. However, no Members directly involved in or affected by the dispute shall be present during the deliberations of the Committee. No new evidence shall be presented in the absence of the parties to the dispute.
- 8.5 The Committee shall endeavour to make a determination in relation to the disputed ground allocation by at least seven (7) days prior to the commencement of the Guild Show to which the dispute relates.
- 8.6 All Members agree that the Committee's decision in relation to any dispute as to ground allocation shall be final in relation to that year.

9. Subletting and use of other members' space

- 9.1 (a) If a Member cannot occupy sideshow space usually held by him at a Guild Show, he is permitted to make personal arrangements with another Member or Members to occupy that space, provided he notifies the Guild Office, or if that is not practicable, the Delegates of the fact in writing.
- (b) If a member cannot attend a Guild Show, he may sublet his space for a maximum period of 1 show at that location in accordance with clause 9.1(a), after which time he must either relinquish the space or occupy it himself.

- 9.2 If the Delegates have not received written notice of the subletting arrangement forty eight (48) hours prior to the commencement of the Guild Show or earlier if the Guild requires earlier notice from its Members in relation to a specific show, the Delegates have the right to move the line accordingly or allocate the space.
- 9.3 No person shall sublet any ground or space allotted to him at a Guild Show to any person other than a Member.
- 9.4 A Member shall not operate or assist in operating any attraction, game or ride in a Guild Area if such operation is owned or partly owned by a non-Member.
- 9.5 In the event that a Member has excess space that cannot be allocated, he must lend that space back to the Delegates who in committee (3) will allocate space to Members and then non-Members for that year.
- 9.6 A Member may not sublet his recognised depth without the approval of the Delegates who may in their discretion allow the principal to sublet in the following exceptional circumstances:
- (a) if the depth fronts a recognised street; or
 - (b) to his immediate family; or
 - (c) if he is using less than 50% of his frontage.

10. Transfer of rights and privileges

- 10.1 Subject to Clause 10.2, a Member is allowed to transfer his rights and privileges held by virtue of his membership to another Member subject to the approval of the Committee and also subject to the following conditions:
- (a) the Member has had clear use of the rights and privileges for a period of not less than five (5) years;
 - (b) the Member lodges a Guild transfer form with the Secretary not less than fourteen (14) days prior to the general meeting. Only applications received on the official Guild transfer form will be accepted. These are available on request from the Guild office;
 - (c) the questions regarding transfers must be referred back to the original transferor;
 - (d) Members transferring space must submit the transaction through the Guild within twelve (12) months of obtaining space otherwise the transfer becomes null and void;
 - (e) the Guild has no responsibility for financial transactions between Members;
 - (f) the Member transferring space pays a fee to the Guild Office as fixed by the Guild from time to time.
- 10.2 A fee is not required for the transfer of rights and privileges to lineal heirs or for the swapping of positions on the same showground in relation to a Guild Show.

- 10.3 In the case of any dispute as to the transfer of rights and privileges, management of the space shall remain in the name of the Transferor until such time the matter is resolved by all parties or a decision is made by the court.

11. Partnerships

The Committee must be notified by Members in writing of a partnership or any other business arrangements between any Members or Members and Non-Members that may affect the day to day control of their equipment, attraction, game or ride. Such a notification must be accompanied by a statutory declaration duly signed by the parties concerned and witnessed in the presence of a Justice of the Peace.

12. Safety

- 12.1 Vehicles in showgrounds at Guild Shows may not exceed 10kph.
- 12.2 All vehicles must be removed from showground areas other than those specifically allocated for parking by 12 midnight prior to the first day of the Guild Show. Vehicles will only be permitted to remain in or enter those showground areas not specifically allocated for parking after this time in extraordinary circumstances on a written request signed by at least three (3) Delegates noting their approval.
- 12.3 Vehicles must be parked in the areas allocated for parking by the show society prior to the commencement of the Guild Show. Members should check with the Delegates if unsure as to where to park any vehicle. Contravention of this clause will incur an automatic fine as fixed by the Guild from time to time.
- 12.4 Members are required to maintain their equipment in presentable condition and in safe working order at all times.
- 12.5 Members shall be responsible for the actions of their animals. All instances of biting by any animal shall be reported to the Delegates.
- 12.6 If a Member's animal bites a person then the Member shall be liable to a fine of \$100.00. If the animal bites a second time, the animal must be removed immediately from the showgrounds.
- 12.7 There shall be no discretion to vary rule 12.6 where a child under the age of 12 years has been bitten. In the case of children above 12 and adults, the only grounds for appeal to the Subcommittee from the application of rule 12.6 shall be if the Member can prove that the person was interfering with the Member's personnel or equipment.
- 12.8 All insurance must indemnify the Guild. Up to date copies of all insurance pertaining to public liability must be provided by Members to the Guild office. Any changes to the policy must be notified in writing. Under no circumstances can a Member operate without public liability. Insurance must be at a level which meets any requirements of the Guild and all relevant Government authorities. Insurance must be appropriate for the activities in question.

All policies are to be endorsed with the requirement that the Guild is to be notified immediately by fax by the insurer if there is any change to the policy or if the policy lapses or the policy is not valid for any period.

- 12.9 All equipment used by Members must be currently registered as required by any relevant statutory authorities.
- 12.10 All Members who employ staff at any time must have valid workers compensation cover for all Shows at which they employ staff.

13. Loudspeakers

All speakers shall point downwards and inwards toward space holders at all times. On complaint to a Delegate of excessive noise, the offender shall be warned. On second complaint, the offender will be cited to appear before the Committee to show cause why a sanction should not be applied in accordance with Clause 20 of the Code.

14. Camping

- 14.1 A Member has priority in camping on ground allotted to and under the control of the Guild over a non-Member, and may request the Delegates to remove a non-Member if he is occupying space in preference to a Member.
- 14.2 A Member shall not empty his toilet on the grounds. The penalty, if found guilty by the Committee, may be expulsion from the Guild and/or a fine of \$400.00.

15. Members' conduct

15.1 Stealing

Any Member/s or their employee/s, if found guilty by the Committee, of stealing goods from Showmen or Show Societies and/or receiving stolen goods, may be suspended by the Committee pursuant to Clause 20 and pending examination can be excluded from the Guild and Sideshow areas at a Guild Show.

15.2 Property

Any Member found guilty by the Committee of destroying or wilfully damaging any property at a particular event may be suspended from the Guild by the Committee pursuant to Clause 20.

15.3 Obstruction

No Member shall obstruct the Delegates or contravene a direction by a Delegate in the execution of their duty. This applies at all showgrounds, function and amusement areas at Guild Shows.

15.4 Badges

Badges are not transferable or to be loaned or misused.

15.5 Hawking

Hawking in the sideshow area at a Guild Show is an offence.

15.6 Water

Taps are for the common use and enjoyment of all Members. Therefore it is resolved that at Guild Shows:

- (a) pressure hoses are not allowed on grounds;
- (b) no Member may monopolise access to water;
- (c) Members are responsible for the containment of water used for domestic and business purposes.

16. Front line & streets

16.1 Front Line

In the control of front lines, it is necessary to have a clear definition of what constitutes the front line at Guild Shows. Any object that reaches from equipment to the ground and stops or restricts people from having clear passage will be front line, e.g. Legs of Joints, Ticket Boxes, Throwing Rails, Clowns or Roll Down Tables protruding, Fun Machines under verandahs, Signs too low as to divert people, Stock Joints with Dolls, Steps on rides and Fences. The base of High Strikers must not be less than 15 feet behind the front line, and Slippery Slides are to have a barrier rail at the front line. Members may not create streets. Such power can only be exercised by the Guild on behalf of the collective membership.

The Committee may fine any Member who breaches this rule at a Guild Show.

16.2 Streets

Streets are for the common good and benefit of all showmen and as such those streets duly created by societies and the Guild and recognised as such by the Guild, shall not be absorbed or infringed by individual Members at any Guild Show.

16.3 Loops

Members are not permitted to sit back from the front line at any Guild Show so as to create extra space by the formation of a loop.

17. Attendance at meetings - committee

Committee members must attend at least two (2) official Committee meetings per year. Viz. Easter Sydney, Rockhampton, Brisbane, Christmas Sydney. Failure to attend without reasonable explanation will lead to a request for resignation from the Committee.

18. Caravan charges

All caravans must be paid for and the onus of payment shall be on the Member. A fine of a Minimum Two Hundred Dollars (\$200.00) may be imposed by the Committee for failure to comply.

19. Administration of the code

- 19.1 The Administration of the Code shall be supervised by the Committee. Expert advice may be sought externally by the Committee in reaching a decision as to whether or not a breach has occurred.
- 19.2 Complaints against Members alleging a breach of the Code may be made by another Member or by a member of the general public.
- 19.3 The following procedures shall apply in the event of a complaint to the Guild by a person other than a consumer which alleges contravention of the Code by a Member.
- (a) The complaint should be clearly set out in writing signed by the person making the complaint and should be forwarded to the Secretary of the Guild.
 - (b) The person making the complaint shall lodge the sum of \$50.00 with the Secretary at the time of lodging the written complaint. In the event that the charge is considered by the Committee to be frivolous, the sum of \$50.00 shall be forfeited to the Guild.
 - (c) On the receipt of such information, the Secretary of the Guild or his or her delegate shall acknowledge the complaint in writing within 5 working days of receipt. All such complaints shall be dealt with as expeditiously as possible.
 - (d) The Secretary shall without further delay provide the Member who is the subject of the complaint with a copy of the complaint and inform him of the date upon which the Committee will consider the matter. At least 28 days' notice of the hearing shall be given in writing to the Member who is the subject of the complaint at his last known place of address and to the person making the complaint.
 - (e) The Member who is the subject of the complaint will be invited to state in writing within 10 working days from the date of the Notice being issued whether or not the information supporting the complaint is correct, and to give any answer or explanation.
 - (f) The Committee shall without undue delay hear the complaint, taking such evidence as in its opinion will enable it to judge on the merits of the case, and may determine or defer the same as it in its absolute discretion thinks fit. A minimum of 4 Committee Members shall be required to hear the complaint. However, if either party requests that the complaint be heard by a full Committee, the complaint shall be heard by a committee of at least 15 members.
 - (g) Both parties have the right to be present at the hearing of the complaint and may produce such witnesses as they think fit, but shall not be present at the deliberation

- of the Committee. Charges against Members may also be heard and dealt with at annual or general meetings at the discretion of the Committee.
- (h) Should the Member who is the subject of the complaint be unable to be present at the hearing, he may supply to the Secretary prior to the hearing, a sworn Affidavit in his defence together with the evidence of his witnesses.
 - (i) If the Committee forms the opinion that a breach of the Code has occurred, it shall specify the section found to be breached and its reasons for that decision. It shall also specify the form of sanction to be applied to the Member as provided for under Clause 20 of the Code.
 - (j) The Secretary or his or her delegate will notify the subject of the complaint and the complainant of the decisions of the Committee together with the minutes of the proceedings in all cases dealt with according to the provisions of the Code where a breach as defined in Clause 19.3(i) has occurred. The minutes of the proceedings shall include a brief summary of the dispute, a summary of the evidence presented to the Committee, the reasons for the Committee's decision and whether the decision is a unanimous decision or a decision by a majority. The minutes shall not contain the reasons of individual members of the Committee nor shall the minutes identify which individual members were in favour of the Committee's decision and which members were opposed to the decision.
- 19.4 All findings and/or sanctions of the Committee shall remain confidential and shall not be released to any third parties until after the Member has exhausted all appeal procedures and the outcome of any appeal is known. The Committee may however provide documents or information required by compulsion of law.
- 19.5 If the Committee considers that no breach has occurred, it will so advise the Secretary or his or her delegate who will so advise the parties concerned and also supply them with the minutes of the proceedings, containing the details set out in clause 19.3(j).
- 19.6 The following procedures shall apply in the event of complaint to the Guild by a consumer which alleges contravention of the Code by a Member:
- (a) The complaint should be clearly set out in writing, signed by the person making the complaint, and forwarded to the Secretary of the Guild;
 - (b) On receipt of such information, the Secretary of the Guild, or his or her delegate shall acknowledge the complaint in writing within 5 working days of receipt. All such complaints shall be dealt with as expeditiously as possible;
 - (c) The Secretary shall without delay provide the Member who is the subject of the complaint with a copy of the complaint and invite the Member to state in writing within 10 working days of the date of the secretary's letter whether or not the information supporting the complaint is correct and give any answer or explanation;
 - (d) The Secretary shall attempt to mediate a resolution of the complaint. Any such resolution is to be reached with the consent of the Member concerned and may involve, without limitation, the provision to the person making the complaint with the

explanation of the incident in question, an apology by the Member concerned, and/or compensation in the form of a monetary payment and/or free ride vouchers;

- (e) If the person making the complaint is not satisfied with the resolution proposed by the Secretary, he or she may ask that the complaint be heard by the Committee. The Secretary may also ask that the matter be heard by the Committee, if the Secretary is unable to resolve the complaint or considers that the complaint may warrant the imposition of sanctions against the Member;
- (f) If either the person making the complaint or the Secretary asks that the matter be heard by the Committee, the provisions in clauses 19.3(f) to 19.3(j), 19.4 and 19.5 shall apply;
- (g) No fee shall be payable by a consumer lodging a complaint with the Guild.

20. Sanctions

20.1 Sanctions against the subject of a complaint may be applied where breaches of the Code have been established. Sanctions may consist of one or more of the following under the procedures laid down in section 19 of the Code:

- (a) The requirement that the subject of the complaint take immediate action to discontinue or modify any practice which is determined to constitute a breach of the Code, on being notified of the Committee's decision. Written notification of this action must be provided to the Guild within 5 working days.
- (b) The payment of a fine by the subject of the complaint in accordance with section 19 of the Code. The fine shall be paid within 30 days of being advised of the sanction subject to any appeal that may be lodged under Clause 21 of the Code.
- (c) The requirement that a Member and/or any of his employees be excluded from the Guild and sideshow areas at one or more shows.
- (d) If the Committee believes that the breach of the Code warrants the suspension or the expulsion of the Member, it may impose the following Sanctions under the Rules of the Guild:
 - (i) suspension of the Member from the Guild for a period to be determined by the Committee under the provisions of the Rules of the Guild;
 - (ii) the expulsion of the Member from the Guild, under the provisions of the Rules of the Guild.

For certain breaches specific sanctions within categories (a)-(d) above are specified in the Code.

20.2 The Committee may impose a fine of up to a maximum of \$2,000 for repeated abuse of the Code.

21. Appeals to the committee

- 21.1 Either the subject of a complaint who has been found to be in breach of the Code by the Committee and has had a sanction imposed under clause 20 of the Code, or the complainant may appeal from a decision of the Committee to a further hearing by the Committee where:
- (a) the complaint was heard by a Committee consisting of no more than 10 members;
or
 - (b) either party has new evidence which he or she wishes to present to the Committee.
- If a party wishes to introduce new evidence at an appeal, that party must undertake to pay the Guild's costs of the appeal. However, if after hearing the evidence the majority of the Committee considers that the new evidence was required because the other party gave misleading evidence when the matter was first heard by the Committee, then the costs of the appeal shall be paid by the party who gave misleading evidence on the first occasion and not by the party introducing the new evidence.
- 21.2 Appeals to the Committee shall be heard by a full Executive Meeting of at least 15 Committee members.
- 21.3 When a party lodges an appeal in accordance with clause 21.1 of the Code, the party must lodge a bond of \$100 with the Guild at the same time as lodging the appeal. In the event of the findings and/or the sanction being lifted or changed, the bond of \$100 will be immediately refunded to the Member. If the appeal is rejected, the bond of \$100 will be forfeited and will be used to defray the Guild's costs of the appeal.

22. Appeals to the appeals subcommittee

- 22.1 Following a decision by the Committee under clause 19 or 21, either the subject of the complaint or the complainant may lodge an appeal against the findings of the Committee. Such an appeal in writing, must be lodged by the Member within thirty (30) days of receiving advice of the findings and/or sanctions, addressed to the Secretary. This appeal will be heard by the Guild Code of Conduct Appeals Subcommittee (*the Appeals Subcommittee*).
- 22.2 When a party lodges an appeal in accordance with Clause 22.1 of the Code, the party must lodge a bond of \$1,000 with the Guild at the same time as lodging the appeal. In the event of the findings and/or the sanction being lifted or changed, the bond of \$1,000 will be immediately refunded to the member. If the appeal is rejected, the bond of \$1,000 will be forfeited and will be used to defray the costs of the appeal.
- 22.3 A party to an appeal who is unsuccessful will be obliged to reimburse the Guild for any costs of hearing the appeal over and above any costs reimbursed by way of forfeiture of the bond referred to in clause 22.2.
- 22.4 An independent arbitrator or mediator agreed upon by both parties can hear any complaint as an alternative to the complaint going to the Appeals Subcommittee. In this case, the bond

referred to in clause 22.2 shall not be payable but the arbitrator or mediator's fees shall be paid by the parties to the complaint.

23. Membership of the appeals subcommittee

23.1 The Appeals Subcommittee shall consist of:

- (a) an independent chairman or deputy chairman, being a lawyer with trade practices experience, appointed by the Committee;
- (b) one representative from the Federal Council of Australian Showmen; and
- (c) one Guild representative.

23.2 Members of the Appeals Subcommittee must not have sat on the Committee when it heard the original complaint.

24. Review of the code

The Guild will carry out a review of the provisions of the Code and of compliance with the Code by Members after seeking input from interested parties no later than every three years.