

HENTY MACHINERY FIELD DAYS

18, 19, 20 September 2018

APPLICATION FORM

FARM GATE PRODUCE AREA

NEW EXHIBITOR



By signing this document you agree to abide by the Terms & Conditions & Rules as set out by HMFD Co-operative Ltd.

EXHIBITOR DETAILS

Trading Name: (Appears In Publicatons)	
ABN:	
Accounts Name:	
Company Address:	
Postal Address: (If different to above)	
Company Phone:	
Accounts Email:	
Company Fax:	
Website:	
Company Contact 1:	
Mobile:	
Email:	
Company Contact 2:	
Mobile:	
Email:	

If you are requesting an alternate location or size for 2018, please advise your preference. Changes are subject to availability and at the sole discretion of HMFD)

OFFICE USE ONLY:

Rec'd:	Accepted: Yes / No	Allocated:	Invoice:
Overnight: Yes / No	Extras:	Insurance:	Corner Site: Yes / No
Notes:			

2018 SITE FEES & EXTRAS:

SITE SIZE (Front x Depth)	SITE FEES (GST INC)	PERSONNEL & VEHICLE PASSES INCLUDED WITH SITE FEE	2018 SITE FEES BASED ON SITE SIZE SELECTED
3m front	\$824	2 Personnel - 1 Vehicle	
4m front	\$992	2 Personnel - 1 Vehicle	
SITE EXTRAS AVAILABLE (Discounts not available on Extras)		QUANTITY REQUIRED	No Disc. For Extras
Extra Exhibitors Passes	\$19 = one day pass		
	\$55 = three day pass		
DEPOSIT OF \$150 IS MINIMUM PAYMENT REQUIRED WITH THIS APPLICATION (SEE TERMS & CONDITIONS)			\$150
		Total Charges:	

Please provide a description of your business/products in the area provided below:

IMPORTANT INFORMATION WE REQUIRE FROM YOU:

<p>POWER:</p>	<p>Do you require power on your site? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Please indicate power requirements? 240V 10amp <input type="checkbox"/> 240V 15amp <input type="checkbox"/> 3 phase <input type="checkbox"/></p> <p>Please list ALL appliances to be powered on your site:</p> <p>_____</p> <p>_____</p>
<p>EXHIBITOR PASSES: (Passes will not be available until full payment has been received)</p>	<p><input type="checkbox"/> POST or <input type="checkbox"/> HOLD</p> <p>If posting:-</p> <p>Name: _____</p> <p>Address: _____</p>
<p>PUBLIC LIABILITY INSURANCE:</p>	<p>Insurer: _____ Policy Number: _____</p> <p>Expiry Date: _____ Indemnity: \$ _____</p> <p>\$10,000,000 minimum cover required. Certificate of Currency to be included with this application. Do not include your invoice, this is not your Certificate of Currency.</p>
<p>DEMONSTRATIONS:</p>	<p>Would you like to participate in demonstrations in the Farm Gate Kitchen Area?</p> <p>What? _____</p> <p>_____</p>
<p>VALUE OF GOODS ON SITE:</p>	<p>What is the estimated value of the goods that will be on your site for sale/display during the field days?</p> <p>\$ _____</p>

COMPLETING YOUR APPLICATION:

Please retain a copy of this application for your records. **Please return the application and attachments required to:**

Henty Machinery Field Days Co-Operative Ltd, PO Box 107, HENTY NSW 2658

Phone: (02) 6929 3305

Website: www.hmfd.com.au

Enquiries: All Applications: applications@hmfd.com.au

Accounts: accounts@hmfd.com.au

Media: media@hmfd.com.au

AGREEMENT

I the undersigned, being a duly authorised representative of the Exhibitor, have read, understand and agree to abide by the Terms and Conditions and Rules as set out by the Henty Machinery Field Days Co-Operative Ltd. Please ensure you have read, understand and agree to abide by Point 16 of the Terms and Conditions relating to cancellations.

Name: (Block Letters): _____

Signature: _____ Date: _____

APPLICATIONS ARE SUBJECT TO APPROVAL AND SITE ALLOCATION IS AT THE SOLE DISCRETION OF HMFD MANAGEMENT.

TRADING TERMS:

A DEPOSIT OF \$150 MUST ACCOMPANY THIS APPLICATION. YOU WILL NOT BE INVOICED IN FULL UNTIL A SITE HAS BEEN ALLOCATED TO YOU. YOUR ACCOUNT IS TO BE PAID IN FULL IN ACCORDANCE WITH THE TERMS SET OUT ON YOUR INVOICE. EXHIBITORS WILL NOT BE FORWARDED PASSES OR INCLUDED IN THE OFFICIAL PUBLICATION UNTIL PAYMENT IN FULL HAS BEEN RECEIVED BY HMFD.

PAYMENT ALTERNATIVES: (Please Select)

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- BPay:** Details will be supplied upon invoicing.
- Direct Deposit:** Contact the office for BSB and account details.
- Cheque:** Cheques are to be made payable to Henty Machinery Field Days.
- Credit Card:** Contact the office on (02) 69293305 to make credit card payments over the phone or complete authority below. 1.5% surcharge will automatically be applied to each transaction.

CREDIT CARD AUTHORITY

1.5% surcharge will automatically be applied to each credit card transaction.

I authorize Henty Machinery Field Days to charge my credit card the amount as supplied by invoice.

Card Number: _____ - _____ - _____ - _____ CCV: _____ Expiry Date: _____ / _____

Name as it appears on the Card: _____

Contact Number for Cardholder: _____

Signature: _____ Date: _____

TERMS AND CONDITIONS

In these Terms & Conditions:-

“**HMFD**” means Henty Machinery Field Days Co-Operative Limited and includes their\its directors, employees, contractors or agents;

“**The Exhibitor**” means the party accepting these terms and where applicable includes their\its directors, employees, contractors or agents;

“**Rules**” means the rules annexed to these terms and conditions;

“**Site**” means all of the land and improvements known as “Henty Machinery Field Days” and occupied by HMFD or the Exhibitor pursuant to these terms.

These Terms and Conditions apply to the exclusion of all others including terms and conditions incorporated in any purchase order.

The Exhibitor acknowledges and agrees to be bound by these terms and the Rules as varied from time to time.

1. HMFD may in its absolute sole discretion refuse any Site Application.
2. **All Site allocations will be at the sole discretion of HMFD. HMFD reserves the right to change or re-allocate Sites to Exhibitors at any time prior to the commencement of the field days without immediate notice to the Exhibitor.**
3. New equipment only may be displayed for sale. With exception to Antiques and Collectables where the Exhibitor holds the necessary permits and licences.
4. The Exhibitor must hold:-
 - (a) public liability insurance for a minimum of \$10,000,000;
 - (b) current workers compensation insurance for all employees of the Exhibitor;
 - (c) all risks cover for any plant, machinery or other property located or displayed on the Site.The Exhibitor must provide a copy of an insurance certificate of currency to HMFD upon request.
5. The Exhibitor acknowledges that the Work Health & Safety Act and Regulation and associated Acts and Regulations ("the Acts and Regulations") impose obligations on the Exhibitor in respect of the creation and maintenance of a healthy and safe environment for both their employees and visitors. The Exhibitor warrants that any , materials, goods, plant or machinery used, stored, offered for sale or otherwise displayed on the Site is fit for use in any work place and must be free of any faults and of a standard necessary to comply with the Acts and Regulations.
If required by HMFD, the Exhibitor must provide HMFD with a Site Safety Management Plan (including risk assessments) plan for the setting up, operating and dismantling their exhibits and Site.
6. The Exhibitor occupies the Site at their own risk. In so far as is possible all warranties whether by statute or common law in relation to the supply of the Site or services by HMFD to the Exhibitor are expressly negated and do not apply. HMFD is not liable to the Exhibitor, and the Exhibitor releases HMFD, from any breach of contract or duty of care.

The Exhibitor acknowledges that the HFMD is not responsible for, and releases and discharges HFMD from, any direct, indirect or consequential loss or expense suffered by the Exhibitor or any third party, howsoever caused from the supply and occupation of the Site or any services including breach of statutory or common law warranties and negligence or whether due to change of site, cancellation, postponement or delay in holding the Henty Machinery Field Days or any other cause or reason whether beyond the control of HMFD or not.

If any dispute arises, as a result of the occupation of the Site or any services provided by HMFD (or the inability to use of occupy the Site), the Exhibitor will exclude HFMD from any dispute or claim, action or court proceeding. Further, the Exhibitor agrees to indemnify HFMD from and against all liability and losses (including costs on a full indemnity basis) which may be incurred by the HFMD as a result of any such dispute, action or court proceedings including any claim made by a third party.

Further, the Exhibitor shall be responsible for and indemnifies HMFD against:-

- (a) any pollution or environmental harm caused by the Exhibitor to the Site or to HMFD's property; and
 - (b) any costs or orders issued by any authorised statutory body in respect to the investigation, clean up or remediation in relation to the Site or to HMFD's property by reason of the Exhibitor's use or occupation of the Site or HMFD's property including.
7. The Exhibitor must not supply food or drink for sale to the public from the Site other than as expressly approved in writing by HMFD.
 8. The Exhibitor must complete setting up their exhibit on the Site by 6pm on Monday 17 September 2018. This is an essential term of this agreement.
No display, large or small, is to be dismantled before 5.00pm on Thursday 20 September 2018.
 9. All electrical extension leads and appliances must have current approval tags. An on-Site inspection and tagging service is available, at cost, before and during the field days. Contact the Site Electrician on 0429 809 866.
Exhibitors must only use and operate approved portable power boards with residual current device (RCD) earth leakage circuit breaker (ELCB) protection when drawing electricity from the HMFD supply grid. It is the Exhibitor's responsibility to provide a single length 30 metre heavy duty/industrial lead to be used from the power outlet to the Exhibitor's location.
 10. The Exhibitor may use the free services of the cranes, forklifts and loaders between 9.00am and 5pm between 3 September 2018 and 5 October 2018. **In the interests of Public Safety use of cranes, forklifts and loaders will be at the sole discretion of HMFD Management at all times. Use of cranes & forklifts on 18, 19 & 20 September 2018 will be at the sole discretion of HMFD Management. HMFD loading equipment will not operate on 20 September 2018.**
The Exhibitor agrees to meet the cost of loading or unloading outside these times and dates at the rate of \$100 per hour (or part thereof) if between 9.00am and 5pm; or at a rate of \$180 per hour (or part thereof) outside working hours. These charges may vary at the sole discretion of HMFD.

11. The Exhibitor must remove all machinery, structures and equipment from the Site (and undertake foundation restoration) whether sold or unsold at their own cost by **5 October 2018**.
12. The Exhibitor agrees to pay demurrage at the rate of \$150 per week for any machinery, equipment, structures or display aids which are left on the Site after Friday 5 October 2018, where no formal agreement has been entered into with the HMFD.
13. Exhibitors shall not assign, lease, sub-lease, on-sell or part with the possession of the whole or any part of the Site without prior written consent from HMFD.
14. **The Exhibitor acknowledges that they will not be permitted to occupy the Site or utilise any services until payment (including any additional fees) is received by HMFD in full in accordance with the Site agreement. The Exhibitor acknowledges that passes will not be issued, a Site will not be allocated and the Exhibitor details will not be included in the official publication until payment has been received by HMFD in full in accordance with the Site agreement.**
15. All Exhibitors who did not attend in 2017 are required to supply with their application a \$150 deposit. The deposit will be deducted from the Site fees if the application is successful in gaining a Site for the 2018 field days. This deposit does not guarantee the allocation of a Site for the 2018 field days.
16. The Exhibitors acknowledges that cancellations must be received in writing by HMFD. Cancellations received 90-61 days prior to the field days will attract a cancellation fee of 25% of the Site fee; cancellations received 60-31 days prior to the field days will attract a cancellation fee of 50%; cancellations received within the 30 days prior to the field days will attract a cancellation fee of 100%.
17. The Exhibitor acknowledges that all Site fees are non-refundable. Should the Exhibitor fail to occupy the Site by the date referred to at clause 8 herein, HMFD reserves the right to terminate the Site agreement immediately by written notice.
18. HMFD may immediately terminate this agreement in the event of breach by the Exhibitor of any condition of this agreement or any of the Rules as varied by HMFD from time to time.
In event of termination of this agreement, the Exhibitor releases and indemnifies HMFD from any claim for compensation or loss of profits or otherwise.
19. The Exhibitor hereby grants to HMFD a lien and security interest over any goods, machinery, equipment or display aids located on the Site to secure the payment of all Site fees, loading and demurrage or other demurrage fees payable by the Exhibitor. The Exhibitor grants to HMFD a Security Interest in any goods, machinery, equipment or display aids located on the Site, within the meanings described in the *Personal Property Security Act 2009* ("the Act"). The Exhibitor acknowledges and agrees HMFD may register one or more Financing Statements in respect of the any goods, machinery, equipment or display aids located on the Site. To the extent that s115(1) of the Act allows them to be excluded, sections 95, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142 and 143 do not apply.
20. The standing or parking of unregistered vehicles on the Site is permitted, however all vehicles or self propelled mobile equipment, needing to move from or to a static display Site must be registered, or carry a relevant permit or trade plate.
21. HMFD may enter the Site any time and remove any articles, signs, pictures or printed matter which in their opinion may be a cause of offence to the public or which HMFD deems inappropriate.

Annexure A - RULES

1. Amplified announcements using microphones are not permitted in the Country Lifestyle Pavilion.
2. No Exhibitors (other than designated and approved food and drink vendors) are permitted to sell food or drinks to be consumed on Site as meals.
3. **Any Exhibitor wishing to have a hospitality area must indicate this on the application form and comply with requirements as set out by HMFD. NO MEALS TO BE SUPPLIED TO THE PUBLIC-LIGHT REFRESHMENTS ONLY.**
4. Exhibitors in the Farm Gate Produce Market and approved food and drink vendors are to meet the requirements as set out by NSW Food Authority for temporary events. Further, all above referred Exhibitors must carry a current food authority licence from NSW Food Authority and provide a copy of such licence to HMFD upon request.
5. **No alcohol may be brought onto the Site or HMFD property.**
6. A speed limit of 10 kph shall apply at all times within the confines of the field day Site.
7. Exhibitors agree to abide by the restrictions placed on on-Site traffic movements as set out by HMFD as outlined in the prospectus and any other correspondence. Exhibitors acknowledge that a breach of these restrictions risks the forfeit of their vehicle pass.
8. Exhibitor passes and vehicle passes must be distributed prior to the field days. **NO PASS = NO ENTRY.**
9. **COFFEE MACHINES:** Conditions apply (excepting on authorised coffee speciality Sites) on Exhibitor Sites. Please enquire/apply to admin@hmf.com.au if you would like to have a coffee machine on your Site.
10. Exhibitors shall be responsible for any damage caused to Sites and/or water pipes, electricity cables running through the Site.
11. Gas bottles are not to be used within marquees or tents.
12. No display or hoarding or sign may be permanently fixed to a Site without the prior written consent of HMFD
13. Camping overnight on the Site of HMFD property is permitted only with the authorisation of HMFD. Any tents erected on the Site must be within the boundary of the allocated Site.
14. The Exhibitor must not extend its display over the boundaries of their allocated Site.
15. Hay bales are not permitted within tents or marquees as they pose a fire risk.