

## **FOOD & COFFEE SITES 2020**

The Henty Machinery Field Days has a mix of caterers that include local community groups and commercial catering businesses and coffee vendors.

The sale of food and coffee is regulated at the event for a variety of reasons. We support our community by providing an opportunity for community groups to undertake catering and there are a certain number of commercial food and coffee caterers.

We also like to provide a variety of food types and ensure that there are affordable options and a range for our visitors to choose from.

The total number of caterers is restricted so that those providing catering can expect a reasonable return for their efforts.

To apply to be a caterer at the Henty Machinery Field Days you are required to complete the Commercial Food/Coffee Vendor – Tender Form, NOT the regular exhibitor's application form. A form is enclosed for your completion and return by 5pm Friday 29<sup>th</sup> May 2020.

### **IMPORTANT INFORMATION FOR THE TENDER PROCESS:**

- **Closing date for tenders is 5pm Friday 29<sup>st</sup> May 2020.** Tenders received after this date will not be accepted.
- Tenders will be accepted by post, fax or email as per the Tender Form.
- Vendors may submit tenders for more than one site however; if successful vendors will not be awarded more than one site.
- All applicants will be notified of the status of their application by Friday 5<sup>th</sup> June 2020.
- All prices include GST and the tender price should reflect the full payment for the site.
- All sites will include 3 personnel & 1 on-site vehicle pass. Extra personnel passes may be purchased at an additional cost to the tender price.
- If you are accepted as a Coffee Vendor you cannot sell meals as such, however you may sell an accompaniment to their coffee, for example: a biscuit, piece of cake, muffin etc.
- If you are accepted as a Commercial Food Vendor you cannot sell Espresso type coffee (coffee made from a commercial coffee maker, you may however sell instant type coffee and tea of any type.
- **Payment in full for successful tenders is due in full by 29<sup>th</sup> June 2020.** NOTE – If payment is not received by the due date the tender will become null and void and the site will be reallocated.
- Henty Machinery Field Days reserves the right to refuse any tender.
- **Do not apply if your entire amount of equipment (coolrooms included) will not fit within the sites sizes on the application form.** Your exhibit must fit within these site sizes.
- **Please ensure you submit copies of any relevant Food Handling qualifications.**

Please contact our office should you have any queries regarding this process.

Regards,

*Belinda Anderson*  
CEO

# HENTY MACHINERY FIELD DAYS

22, 23 & 24 SEPTEMBER 2020

## COMMERCIAL FOOD/COFFEE VENDORS – TENDER FORM



### EXHIBITOR DETAILS

(This section to be completed in full)

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

Exhibitor Name (Publication details)			
Trading/Account Name for Billing Purposes:		ABN:	
Business Address:			
Postal Address: (If different to above)			
Business Phone:		Business Fax:	
Business Email:		Business Website:	
Business Contact 1:		Business Contact 2:	
Mobile:		Mobile:	

### EXHIBITOR PASSES:

(Passes will not be forwarded until full payment has been received)

**POSTED** to address nominated below:

\_\_\_\_\_

Passes will only be held at the HMFD office for collection by special arrangement. Extra personnel passes may be purchased at \$57 each for a three day pass.

### OVER-NIGHT CAMPING:

Please contact the office for a separate application form for camping onsite. You must be authorised prior to the event to be permitted to camp overnight on your site. Fees for overnight camping will apply in 2020.

### PUBLIC LIABILITY

Insurer: \_\_\_\_\_ Policy Number: \_\_\_\_\_

### INSURANCE:

Expiry Date: \_\_\_\_\_ Indemnity: \$ \_\_\_\_\_

### IMPORTANT :

- **CLOSING DATE FOR TENDERS IS 5PM Friday 29<sup>th</sup> MAY 2020.** Tenders received after this date will not be accepted.
- Tenders will be accepted by post, fax or email.
- Vendors may submit tenders for more than one site however; if successful vendors will not be awarded more than one site.
- All applicants will be notified of the status of their application by Friday 5<sup>th</sup> June 2020.
- All prices include GST and the tender price should reflect the full payment for the site.
- Personnel & Vehicle passes are included in the tender price.
- If you are accepted as a Coffee Vendor you cannot sell meals as such, however you may sell an accompaniment to coffee, for example: a biscuit, piece of cake, muffin etc.
- If you are accepted as a Commercial Food Vendor you cannot sell Espresso type coffee (coffee made from a commercial coffee maker), you may however sell instant type coffee and tea of any type.
- **Payment in full for successful tenders is due in full by 29<sup>th</sup> June 2020. NOTE – If payment is not received by the due date the tender will become null and void and the site will be reallocated.**
- Henty Machinery Field Days reserves the right to refuse any tender.
- **Do not apply if your entire amount of equipment (coolrooms included) will not fit within the sites sizes on the application form.** Your exhibit must fit within these site sizes.
- **Please ensure you submit copies of any relevant Food Handling qualifications.**



## COMPLETING YOUR APPLICATION:

Tenders will be accepted by:-

Post to: Henty Machinery Field Days, PO Box 107, Henty NSW 2658

Fax to: (02) 69293180

Email to: [admin@hmfed.com.au](mailto:admin@hmfed.com.au)

All enquiries regarding the tender process to Bec Clancy, Sites Liaison, (02) 69293305.

## CHECKLIST:

Have you provided/completed the following:

- Read the Terms & Conditions & Rules as set out by HMFD Co-operative Ltd.
- All current contact details
- Copy of Public Liability Insurance Certificate of Currency enclosed– please ensure you are covered to participate at HMFD.
- Site preferences selected
- Power Requirements
- Signed the application and agreed to abide by Terms & Conditions as set out by HMFD Co-operative Ltd.

## 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:

**SUCCESSFUL TENDERS ARE REQUIRED TO BE PAID IN FULL BY 29.06.20 – NO EXCEPTIONS.**

**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)**

**BPay:** Details will be supplied upon invoicing.

**Direct Deposit:** Contact the office for the 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. 2% surcharge will automatically be applied to each transaction.

### **CREDIT CARD AUTHORITY**

**1.25% Surcharge will automatically be applied to each credit card**

I authorize Henty Machinery Field Days to charge my credit card the amount of\$ \_\_\_\_\_

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CCV: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ / \_\_\_\_\_

Name as it appears on the Card: \_\_\_\_\_

Contact Number for Cardholder: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3<sup>rd</sup> Farm Avenue

Open Air Food Court

965a  
5m x 5m

965b  
5m x 10m

965c  
5m x 10m

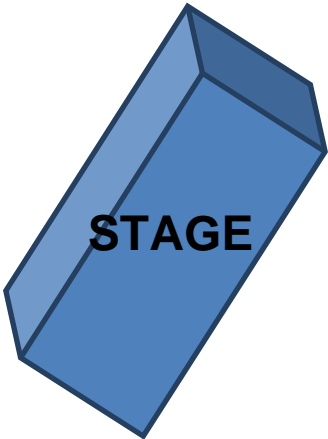
965d  
5m x 10m

965e  
5m x 10m

FARM  
GATE  
PRODUCE  
AREA

NORTH

Please note that this map is not to scale but is an estimate of positions for 2019.



965i  
5m x 10m

965h  
5m x 10m

965g  
5m x 10m

965f  
5m x 10m

## 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 21 September 2020. This is an essential term of this agreement.  
No display, large or small, is to be dismantled before 5.00pm on Thursday 24 September 2020.
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 7 September 2020 and 9 October 2020. **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 22, 23 & 24 September 2020 will be at the sole discretion of HMFD Management. HMFD loading equipment will not operate on 24 September 2020.**

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 **9 October 2020**.
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 9 October 2020, 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 2019 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 2020 field days. This deposit does not guarantee the allocation of a Site for the 2020 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@hmfd.com.au](mailto:admin@hmfd.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.