



# henty

MACHINERY FIELD DAYS

**Exhibitor Handbook**

Tuesday, September 20 to  
Thursday, September 22, 2022



**henty**  
MACHINERY FIELD DAYS

At the Henty Machinery Field Days site,  
Cookardina Road, Henty, NSW 2658

**HMFD BOARD OF DIRECTORS:** Nigel Scheetz (Chair), Daryl Thomson (Deputy Chair), Matthew Noll (Deputy Chair), John Maher, Mark Hasler, Rohan Bahr, Corey Lieschke

## Contact Information:

<b>Chief Executive Officer:</b> Belinda Anderson	<b>Office Location:</b> 22 Lubkes Road, Henty NSW 2658 (8km east of Henty on the Cookardina Road)
<b>Sites Liaison:</b> Bec Clancy	<b>Postal:</b> PO Box 107, Henty NSW 2658
<b>Accounts:</b> Heather Bidgood	<b>Phone:</b> (02) 69293305
<b>Executive Assistant:</b> Heather Barrett	<b>Email:</b> office@hmfd.com.au
<b>Administration:</b> Janice Driscoll Felicity Klemke	<b>Future Dates:</b> 2023 - 19-21 September (always Tues-Thurs 2024 - 17-19 September third full week in 2025 - 23-25 September September)
<b>Media Manager:</b> Kim Woods	
<b>Site Staff:</b> Mal Pumpa Chris Harnetty	

## IMPORTANT DATES

- March 2022:** Applications Open
- 30 April 2022:** Deadline for past exhibitors to apply for 2022.
- June 2022:** Site allocation for new exhibitors begins. (Will not commence before)
- 31 July 2022:** Deadline for advertising in Official Publication (organised by The Border Mail)
- 12 September 2022:** Use of free HMFD unloading facilities available for setting up of sites commences. Overnight security commences. (24 hour security only from 19 September – 24 September 2022)
- 19 September 2022:** All sites must be set up by 5pm.
- 20-22 September 2022:** Gates open 8am-5pm each day. Site locks down to traffic movements on and off the site 9am-5pm
- 22 September 2022:** No dismantling of sites before 5pm. No HMFD loading equipment available on this day.
- 23 September 2022:** HMFD loading equipment available for loading of exhibits.
- 30 September 2022:** Overnight security ceases.
- 8 October 2022:** Use of free HMFD loading equipment ceases. All exhibits to be removed from site by this date. Charges for loading of exhibits after this date. Charges for remaining stock on site after this date.

## Why should I exhibit at the Henty Machinery Field Days?

Located in the heart of the nation's food bowl in southern NSW, Henty Machinery Field Days (HMFD) is an agribusiness supermarket attracting more than 60,000 visitors each year.

Henty Machinery Field Days is now regarded as southern Australia's single biggest agricultural event, showcasing the latest in machinery and farm equipment, outdoors and camping products, farm produce, agronomy, country lifestyle, government and health services, agribusiness and finance services. The not-for-profit event is farmer-driven and run by a board of seven agriculturalists from southern NSW.

The Henty Machinery Field Days draws visitors from all states of Australia and the ACT making it the perfect event to showcase your business. The site is located half way between the inland cities of Wagga Wagga and Albury, 3 hours from Canberra, 4 hours from Melbourne and 5 hours from Sydney.

The 2019 Henty Machinery Field Days held on September 17, 18 and 19 featured more than 1200 sites and over 850 exhibitors on the permanent 105ha site.

### HOW DO I APPLY?

Please ensure you have read and agree to the terms and conditions for participation at the Henty Machinery Field Days. Applications are accessed via an online portal. The link is available through our website [www.hmfd.com.au](http://www.hmfd.com.au)

### DID YOU BOOK FOR 2021 AND WANT TO BOOK FOR 2022?

**You must submit another application for 2022. This ensures our records are up to date. Applications from exhibitors who booked for 2021 must be received by April 30, 2022.**

### PAYMENT OF SITE FEES DOES NOT BOOK YOUR SITE.

You must advise HMFD of your intention to participate in 2022 by this date. Payment must be received in full by April 30, 2022. If you paid your site fees in 2021 and did not receive a refund, your credit will be applied to the 2022 site fees.

### NEW EXHIBITORS:

New exhibitors need to complete the appropriate online form for either an outdoor site, the Farm Gate Produce Area (indoor) or the Country Lifestyle pavilion (indoor). Online links for these applications are available via our website [www.hmfd.com.au](http://www.hmfd.com.au)

**New Exhibitors - A non-refundable deposit of \$80 must be paid before your application will be placed on our waiting list.** HMFD will provide you with an invoice for this deposit.

Should your application be successful the deposit will be deducted from your site fees. Allocations from the waiting list of new exhibitors will not commence until after June 2022 at the earliest.

### COMMERCIAL FOOD AND COFFEE VENDORS:

All coffee vendors and some commercial food vendors are required to **tender** for site positions. Information will be available for download from our website, [www.hmfd.com.au](http://www.hmfd.com.au) in March 2022. Please contact the office for the site locations that require a tender application form to be submitted.

### Site allocation will be at the sole discretion of HMFD.

HMFD management reserves the right to refuse applications on the grounds of unsuitability or if there are already too many exhibitors of that product.

HMFD also reserves the right to refuse an invitation to exhibit to previous exhibitors.

## SITE TYPES:

**Outdoor sites** start in size from 3mx3m. All types of exhibits participate on the outdoor sites. These are the majority of sites available. Site fees for outdoor sites include the site, an allocation of passes and power only.

### **Petticoat Lane (Outdoors):**

Petticoat Lane contains general interest sites in a high pedestrian area and hence are premium sites. Their location is adjacent to the Country Lifestyle pavilion. The site fees for this area are a reflection of the demand for these sites and the success that exhibitors experience in this location.

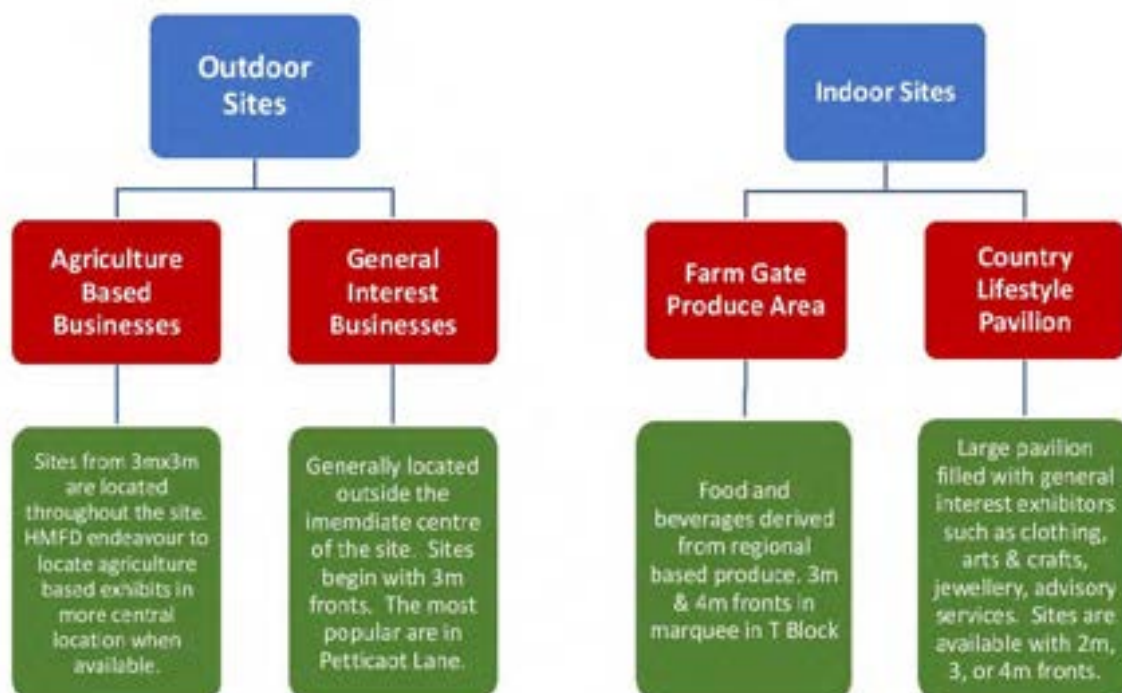
### **Farm Gate Produce Area (Indoors):**

The Farm Gate Produce Area showcases regional produce. Ranging from bread, cheese and wine to preserves, small goods, fruit, vegetables and gourmet meats. The core philosophy of Farm Gate Produce Area is to give consumers direct access to farmers and their value added products. Located on the southern side of the field days, Farm Gate Produce Area features cooking demonstrations and talks by a variety of people involved in the food and wine industries over the three days. Farm Gate Produce Area has sites available with either a 3 metre or 4 metre front.

### **Country Lifestyle Pavilion (Indoors):**

Country Lifestyle is housed in the Taylor Wood Pavilion and showcases arts, crafts, fashion and lifestyle products. Sites are available with 2 metre, 3 metre or 4 metre fronts. The daily program in Country Lifestyle includes guest speakers and three fashion parades. As a guide, the organisers seek products and services distinctly different to those sourced from retail outlets.

## CHOOSING THE RIGHT SITE?





## FACILITIES & SERVICES:

**Announcements:** Announcements are available on behalf of exhibitors over the PA system during the field days at no charge. Write out your announcement and drop it at the media centre, at the rear of the site office, or email it to [media@hmfd.com.au](mailto:media@hmfd.com.au) prior to the event.

**ATMs:** ATMs are available at the ANZ Site number 567, Cnr Main Road.

**Cranes, Forklifts & Loading Equipment:** Free unloading facilities are available from 5 September – 7 October 2022. Please contact the office for opening times closer to the date. Please let us know in advance of particularly large exhibits. Unloading works on a first in first served basis and truck drivers are asked to report to the booking office on arrival. Bookings cannot be made prior to arrival.

HMFD cranes and forklifts do not operate from 8am on Tuesday, September 20 until 7am on Friday, September 23. All other cranes and forklifts are not permitted on the site from 8am Tuesday 20 September until 6pm Thursday 22 September. **All items must be removed from sites by 7 October, 2022.** Goods remaining on site after this date remain at the owners risk and demurrage fees may apply. Loading of items after this date can only take place with prior arrangement and fees for loading will apply after this date.

**Food:** There is a range of food available at community run and commercial outlets during the field days. Limited on-site catering is available on the Monday and Friday the week of the field days. Full catering is available the three days of the field days.

**Parcel Pick-Up:** Community groups operate a parcel pick-up service and will collect purchased goods from your site and deliver them to a collection depot at either the western or eastern car park for pick up by the customer. You will be provided parcel pick up forms. The clearer the information and the more you provide on your sheet, the easier the collection & delivery. Weight limits will determine what products can be collected by the Parcel Pick-up service.

**Rubbish:** Rubbish removal occurs regularly and all rubbish must be placed in or at the bins near your site for collection. Prior to the start of the field days cardboard boxes and packaging materials can be folded flat and placed at the front of your site for collection on the Monday prior to and the Friday immediately after the field days. If you have any hazardous materials for disposal please contact the HMFD office.

**Security:** A security firm is employed to guard the site overnight commencing from 12 September – 30 October 2022 (24 hours a day for the three days of the field days only). Police are based on site during the opening hours of the field days and are located behind the HMFD office. HMFD will not be held liable for any loss or damage to the exhibitor's property while on the site.

**Water:** Fresh water is available on site. Up to 1000 litres can be arranged at no charge. Quantities above 1000 litres require a separate arrangement and will be charged at \$25/1000L.

### Additional extras available:

**Advertising: The only official program will be published by The Border Mail.**

This is distributed prior to the field days through The Border Mail and the Rural News and at the gate during the field days. Non-official HMFD programs and guides are also put together by publications such as The Land, The Weekly Times and The Rural, and we support their endeavours in this.

We suggest you include your site location in any advertising. Please confirm this with our office prior to advertising. Our logo is also available for your use. Email us at [office@hmfd.com.au](mailto:office@hmfd.com.au) for a logo.

### Bark Chip:

Bark Chip is no longer available due to the regeneration of groundcover on site during 2020.

### Camping:

Camping is available by separate application through the HMFD office. Charges do apply.

### Straw Bales:

Small square straw bales for display purposes can be ordered through the application process (at cost). They will be placed on your site on the weekend prior to the field days. If you don't require them after the field days, please leave them stacked near the front of your site.

### Sheep:

Sheep for demonstrations can be ordered (at cost) on your application and will be delivered to your site each morning. Exhibitors must ensure all animals are correctly cared for. Sheep remain the property of HMFD.

## ESSENTIAL INFORMATION:

### ALLOCATION OF SITES:

**Site allocations will be at the absolute sole discretion of HMFD and can be changed at any time.**

HMFD will endeavour to accommodate the needs of all exhibitors. Application for a site does not guarantee your acceptance. HMFD reserves the right to accept or refuse any application. Every effort is made to mark out sites accurately, but if there is any confusion regarding the size or location of your site please contact the office immediately.

**Please ensure that the site size you have selected will accommodate your entire exhibit.** Eg: Do not select a site with a 5m front and expect to erect a tent with a 6m front. You will be asked to move your exhibit to fit within your site boundary. Please ensure all staff and your hire company are aware of this condition prior to setting up the display.

### BAD WEATHER:

HMFD is staged regardless of the weather (excepting extreme weather events). In wet weather we make every effort to ensure site access. We ask you to make sure your site is secure in case of bad weather. If HMFD should find it necessary or expedient to cancel or postpone the Henty Machinery Field Days 2022, contracts shall cease to operate upon notice to that effect, and HMFD shall not be liable for any compensation or refund to exhibitors.

### CANCELLATIONS (see Terms & Conditions for more detail):

The Exhibitor acknowledges and agrees, in the event the Field Day is cancelled due to government (or other authority) decree, order, or any agency instrumentality, the cancellation fees set out below shall apply.

Exhibitors acknowledge that any requests for cancellations must be received in writing by HMFD. Cancellation requests will attract a cancellation fee of:-

- (i) 50% of Site fees if received within the period 90-31 days prior to the Field Days commencement date; and
- (ii) 100% of Site fees if received within the period 30 days prior to the Field Days commencement date.

### COVID PLAN:

If required, HMFD will develop a Covid Safe Plan closer to the field days to allow for more accurate information to be used relevant to conditions at the time. This plan will be distributed to exhibitors prior to the event.

Exhibitors are expected to adhere to the current Covid-19 state and federal government regulations and NSW Public Health Orders at the time of the event.

### DEMONSTRATIONS:

An off site demonstration area is available to large equipment. HMFD must approve all demonstrations prior to the field days. HMFD has the right to refuse any demonstration and some aerial or high risk demonstrations will not be permitted.

### DISPLAY MATERIAL AND EXHIBITS:

Exhibitors are encouraged to make their sites look appealing and enticing. Exhibitors are responsible for making sure all materials are secured correctly and safely.

**HMFD management reserves the right to remove any exhibit or item they feel may bring HMFD into disrepute or that is deemed to cause offence.**

### DOGS:

No dogs are allowed on site. Working dogs that are competing, dogs as part of an exhibitors display and guide or medical aid dogs excepted.

### EMERGENCIES & FIRST AID:

St John's Ambulance Service: 0428 224 713 or 000 if unavailable or after hours.

HMFD Office: (02) 6929 3305 or after hours 0411 036666. Police and NSW Fire & Rescue: 000. In the case of a large scale emergency please follow the instructions of emergency personnel and HMFD staff.

### FIRES:

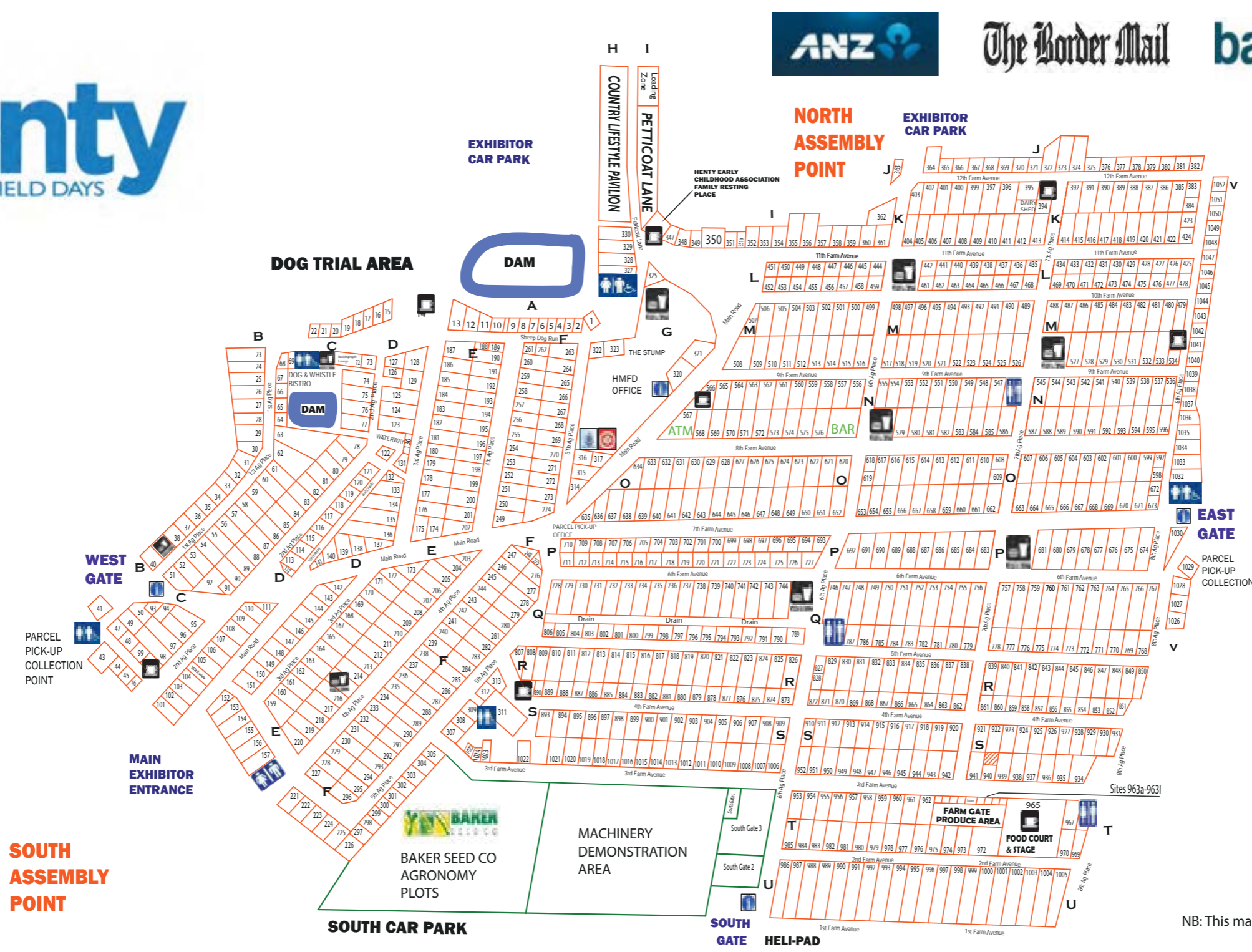
The lighting of fires is not permitted on sites. The only exceptions are the demonstration of heaters or barbecues etc. In the case of a fire please contact 000 and the HMFD office.



RB SELLARS



WESTERN CAR PARK



## ESSENTIAL INFORMATION CONTINUED ...

### FOOD ON SITE:

**Exhibitors are not permitted to sell food from their sites without HMFD authorisation. Exhibitors are not permitted to issue meals to the public from their sites. Light refreshments only may be provided to the public.**

Catering for your site can be organised with a community group. Please contact the HMFD office if you would like further details. All food sites must meet food handling and safety requirements and need to register with Food Standards Australia as a temporary food event this can be done at [www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au).

### GAS BOTTLES:

Gas bottles are not to be used within marquees or tents.

### HOSPITALITY AREAS:

Any exhibitor wishing to have a hospitality area must indicate this on their application form. **NO MEALS – LIGHT REFRESHMENTS ONLY – NO COFFEE MACHINES/BARISTAS ON EXHIBITORS SITES.**

If you require catering please contact the HMFD office for a list of suitable community groups who provide catering services. There is a commercial onsite caterer at the Dog and Whistle Bistro and local businesses in Henty and surrounding districts. We encourage you to source your catering provisions locally.

### NOISE:

Exhibitors are not permitted to use microphones and loud hailer in the Country Lifestyle pavilion or the Farm Gate Produce Area. Loud spruiking is also not permitted. All exhibitors must be respectful of noise to neighbouring sites when carrying out demonstrations.

### OPENING HOURS:

Sites must be staffed and operating for the hours of 8am to 5pm on Tuesday, Wednesday and Thursday – 20-22 September 2022. Sites must remain intact until 5pm on Thursday, 22 September 2022.

### **PASSES WILL ONLY BE MADE AVAILABLE TO YOU ONCE FULL PAYMENT OF YOUR ACCOUNT HAS BEEN RECEIVED.**

You will be issued with the amount of vehicle and staff passes included in your site fees (see application for amounts). All other staff passes can be purchased via our online ticketing provider at a discounted rate closer to the event. **No extra vehicle passes are available.**

**Vehicle passes must be displayed at all times.** Please make sure your staff or representatives have been issued with the appropriate passes.

### EXHIBITOR ON-SITE PASS:

Exhibitors may park their vehicles on their site. Vehicle passes must be clearly visible at all times. No vehicles (official vehicles excepted) are permitted to move on the exhibition site between 9am and 5pm on each day of the field days.

### EXHIBITOR OFF-SITE PASS:

Exhibitors may access their site prior to 9am and after 5pm. These vehicles must be removed from the exhibition area by 9am and parked in either the designated exhibitor car park on the south side of the site site or the public carparks.

A vehicle pass does not mean automatic entry to the field days – exhibitor passes must still be made available at entrances. Extra vehicle passes are not available. **NO PASS = NO ENTRY.**

**The entry gates for vehicles will be locked at 9am in the interest of public safety and will not reopen until 5pm.** If you need to leave the site between 9am and 5pm you **MUST** park in the exhibitor car park on the old airstrip (south side of the site) or the public car parks.

**EXHIBITORS WHO BREACH VEHICLE MOVEMENT RESTRICTIONS RISK THE FORFEIT OF THEIR VEHICLE PASS AND WILL NOT HAVE SITE ACCESS FOR THEIR VEHICLE/S FOR THE REMAINDER OF THE FIELD DAYS. PLEASE ENSURE ALL STAFF ARE ADVISED OF THESE RESTRICTIONS. (RESTRICTIONS LISTED ON REAR OF VEHICLE PASSES)**



## POWER

### COFFEE MACHINES AND BARISTAS ARE NOT PERMITTED ON EXHIBITORS SITES

There are 10 amp and 15 amp power outlets available to most sites. A limited number of 3-phase outlets are available. All power outlets are located within 30 metres of most sites. It is the exhibitor's responsibility to provide a single length heavy duty/industrial lead to be used from the power outlet to the exhibitor's location.

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.

All leads and electrical equipment are required to have current "test and tag" certification. The HMFD site electrician will be available to Test & Tag leads and equipment (at cost) prior to the commencement of the field days. Please phone 0429 809 866 to make arrangements.

In the interests of public safety, HMFD reserves the right to remove any electrical equipment or electrical leads that do not meet "Test & Tag" requirements. HMFD will not be liable for any damage to your stock/equipment as a result of electrical equipment and leads not meeting "test and tag" requirements.

Exhibitors and their contractors need to be aware of underground cables. Please check with HMFD management before digging or driving posts into the ground. Any persons damaging power cables will be liable for the cost of repairs.

Placement of some exhibits may be governed by power requirements. If you are not sure of your requirements please contact your electrician. **If your power requirements are not detailed on your application and they exceed those provided, you may incur extra charges for electricity supply.**

The HMFD power grid is connected to public supply and therefore can be affected by outside influences. All exhibitors must supply their own surge protection equipment and regularly save any computer data that may be affected by loss of power.

### PUBLIC LIABILITY INSURANCE

All exhibitors and shared siteholders must hold their own Public Liability Insurance with an indemnity of not less than \$10 million covering them against an occurrence attributable to their activities or the activities of any person for whom they are directly responsible.

An exhibitor who chooses not have this insurance will not be allocated a site. Compulsory Insurance is not a decision of the Field Days management but is a direct request of insurance companies involved in public events. Please provide a copy of your Certificate of Currency with your application form.

### RAFFLES AND COMPETITIONS

All games of chance and raffles where tickets are sold are not permitted without prior application in writing to HMFD management. HMFD may in its absolute sole discretion refuse any application.

### REMOVAL OF GOODS

All goods used on site by exhibitors during the field days must be removed by 7 October 2022. Any goods remaining on site after this date are at the exhibitors risk. Demurrage fees will apply after this date.

### SAFETY

To comply with the Work Health and Safety Act each exhibitor is responsible for the creation and maintenance of a safe environment for both their workers and visitors. The use of only safe and suitable extension leads and power boards is permitted (as outlined in Power above).

The exhibitor is required to provide HMFD with a site safety management plan to ensure the exhibitor demonstrates they are working to a safety procedure while setting up, operating and dismantling their exhibits.

The safety of exhibitors, volunteers and visitors must be of utmost consideration at all times. Anyone conducting themselves in a manner dangerous to any of these groups may be asked to leave. Please be aware of the safety of others when demonstrating or using machines or implements on site. All food and coffee outlets must have a fire extinguisher, fire blanket and first aid kit on site. We recommend all other exhibitors have a fire extinguisher, fire blanket and first aid kit on site.

## SECOND HAND ITEMS

New equipment only may be displayed for sale. With exception to Antiques and Collectables where the dealer holds the necessary permits and licences.

## SETTING UP AND DISMANTLING SITES

The site is available for set-up and dismantling of sites 8am-5pm Monday-Friday, 29 August – 7 October. All items must be removed from sites by 7 October 2022.

Free unloading facilities and equipment are available from 5 September – 7 October 2022. (Exclusion dates apply in this period). Please check with the HMFD office closer to the event for operating days and hours.

Loading of items after this time can only take place with prior arrangement. Costs will apply outside these dates.

Please let us know in advance of particularly large exhibits. Unloading works on a first in – first served basis and truck drivers are asked to report to the booking office on arrival.

Cranes, forklifts and telehandlers that are not supplied by HMFD are not permitted on the site between 8am Tuesday 20 September until 6pm Thursday 22 September 2022.

## SUB-LETTING OF SITES

Exhibitors shall not assign, lease, sub-lease, on-sell or part with the possession of the whole or part of the Site without prior written application to HMFD management.

Only displays which have a genuine company link with an exhibitor can be shown on their stand. This means that unless an exhibitor owns, sells or distributes a particular line of product (or service) on a normal, continuing yearlong basis from the principal business house, it cannot be displayed.

**Please be advised that any businesses not registered as a shared siteholder on your site will not be covered by HMFD public liability insurance. All businesses represented on your site should be listed as a shared siteholder in order for all businesses at the field days to receive the best possible exposure.**

## TENTS, TABLES AND CHAIRS

Outdoor exhibitors requiring tents and marquees and fittings such as tables, tablecloths and chairs must be ordered through hire companies and is at the expense of the exhibitor. Only Country Lifestyle pavilion exhibitors have tables and chairs included in their site fees.

## TELEPHONE/INTERNET SERVICE/WI-FI

Telstra 4G digital mobile phone coverage is available throughout the Field Days site. Wi-Fi is currently not available.

## TRADING TERMS

By accepting a site at Henty Machinery Field Days you agree to pay your site fees and any extra charges incurred in full by the due date stipulated on the invoice as per the Trading Terms.

Payment of your site fees does not guarantee you a site – we must receive your application and payment in full.

**Exhibitors will not be permitted to occupy a site until the payment of site fees has been received in full.** Payments can be made by BPay, Cheque, direct deposit or Credit Card.

**New Exhibitors** are required to pay a non-refundable \$80 deposit. IF you are successful in obtaining a site, this deposit will be deducted from your site fees.

# AWARDS AT THE HENTY MACHINERY FIELD DAYS:

## HENTY MACHINERY FIELD DAYS - MACHINE OF THE YEAR:

This is a “farmer’s choice” award presented to the most outstanding new piece of agricultural machinery exhibited at the field days. It is judged by an independent panel of regional primary producers. In many cases the winning machine has gone on to become a standard piece of equipment on farms throughout Australia.

Judging criteria includes the machine’s purpose and suitability, scope of application, construction (durability and design), ease of maintenance and service, ease of operation (including operator safety and comfort), ease of adjustment, availability of parts and overall value for money. The Australian Market release date for 2021 entries must be between 1 January 2020 and 20 September 2021. The machine must be on site for judging on Monday 19 September 2022. Tractors and harvesters are not eligible for this award.



**To Enter:** Please contact the HMFD office on 02 69293305 or email [admin@hmfed.com.au](mailto:admin@hmfed.com.au) for entry details.

## GREATER HUME SHIRE - MACHINE OF THE YEAR:

The Greater Hume Shire - Machine of the Year award recognises the best new Australian designed and built agricultural machine and is judged by Henty Machinery Field Days directors. The machine must be Australian made but can feature imported components or materials.

**How To Enter:** There are no entry requirements for this award. Nominations are made by the co-operative members unloading the machines – similar to the packers’ award at the Archibald Prize. Judges then visit each nominated company during the field days.

## EXHIBITOR AWARDS:

Four award categories will be judged and presented at the 2022 field days to the Best Outdoor Large Commercial, Best Outdoor General, Best Farm Gate and Best Country Lifestyle exhibitor displays.

The HMFD Co-operative prides itself on providing a showcase with a professional image, and the latest in agricultural machinery and technology. These awards are to encourage site holders to strive for similar ideals applicable to their particular industry during the field days.

## AGRI-INNOVATORS: (under review)

Currently the criteria for entries require them to have a practical on-farm application, be based on an original idea of the entrant and not be in full scale production at the time entry.

HMFD will provide more information re this award at a later date.

## NATURAL FIBRE FASHION AWARDS:

Open to amateurs and professionals, the awards recognise the use of natural fibres – wool, cotton, angora, mohair, cashmere, linen, silk or combinations thereof, in creative but wearable garments. Prizes for previous awards have included a Bernina sewing machine valued at \$2199 and \$1000 prize money was awarded to the winner of the Best Overall Garment. \$500 was awarded to the Best Knitted or Crocheted Garment, Best Accessory and Best in Millinery. The Student Encouragement Award received a Sewers Kit valued at \$250.

**How To Enter:** Visit [www.hmfed.com.au/natural-fibre-award/](http://www.hmfed.com.au/natural-fibre-award/) or contact Lyn Jacobsen on 0428 690 222.

## 2022 HENTY MACHINERY FIELD DAYS TERMS AND CONDITIONS OF SITE AGREEMENT

In these Terms & Conditions: -

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

“**Field Days**” means the agricultural field day conducted by HMFD;

“**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, Exhibitor Handbook or other information statement.

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. No Exhibitor shall have exclusivity as to the display or marketing of any products or goods at the Field Days.
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 Occupational Health & Safety Act, associated Acts and Regulations (“the Acts and Regulations”) impose obligations on the Exhibitor in respect of the creation and maintenance of a 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 risk assessment 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 HMFD is not responsible for, and releases and discharges HMFD from, any direct, indirect or consequential loss or expense suffered by the Exhibitor or any third party, howsoever caused from the supply, use 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 Field Days or any other cause or reason whether beyond the control of HMFD or not including where delay or cancellation occurs due to government (or other authority) decree or order.

HMFD will not be liable nor deemed to be liable to the Exhibitor or any other party for failure or delay in meeting any obligation under these terms or postponement or cancellation of the Field Days due to :-

- strikes and/or lockouts (whether of their own employees or those of others) ; or
- acts of God, war, fire, flood, embargo, litigation, order or act of government or any agency instrumentality; or
- compliance with any lawful direction or order by any governmental authority (including government agencies) in relation to any pandemic, epidemic, public health emergency or infectious disease; or
- any other cause beyond the control of HMFD.

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.

The Exhibitor releases HMFD to the full extent permitted by law, for any loss or damage to any property, or injury or death to any person, arising out of any action (negligent or otherwise) activity or involvement of HMFD in respect of the Exhibitors occupation and use of the Site.

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.

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 19 September 2022. This is an essential term of this agreement. No display, large or small, is to be dismantled before 5.00pm on Thursday 22 September 2022.
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 5 September 2022 and 9 October 2022. **In the interests of Public Safety use of cranes, forklifts and loaders will always be at the sole discretion of HMFD Management. Use of cranes & forklifts on 20, 21 & 22 September 2022 will be at the sole discretion of HMFD Management. HMFD loading equipment will not operate on 22 September 2022.**  
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 **7 October 2022**.
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 7 October 2022, 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 apply to attend in 2021 are required to pay a non-refundable deposit of \$80. The deposit will be deducted from the Site fees if the application is successful in gaining a Site for the 2022 field days. This deposit does not guarantee the allocation of a Site for the 2022 field days.
16. The Exhibitors acknowledges that any requests for cancellations must be received in writing by HMFD. Cancellation requests will attract a cancellation fee of:-
  - (i) 50% of Site fees if the notice of cancellation is received within the period 90-31 days prior to the Field Days commencement date; and
  - (ii) 100% of Site fees if the notice of cancellation is received within the period 30 days prior to the Field Days commencement date.

17. The Exhibitor acknowledges and agrees, in the event the Field Day is cancelled due to government (or other authority) decree, order, or any agency instrumentality, the cancellation fees set out in clause 16 herein shall apply.

18. HMFD may immediately terminate this agreement :-

- (i) in the event of breach by the Exhibitor of any condition of these Terms or any of the Rules as varied by HMFD from time to time which is not remedied within 7 days of written notice to the Exhibitor;
- (ii) in the event the Exhibitor:-
  - is declared bankrupt;
  - has a liquidator or administrator appointed;
  - ceases to operate its business.

In event of termination of this agreement, the Exhibitor releases and indemnifies HMFD from any claim for compensation or loss of profits or otherwise and forfeits any Site fees paid to the date of termination.

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.

22. A communication or notice required by these Terms & conditions, by a party to another, must be in writing and may be given to them by being:

- (i) Delivered personally; or
- (ii) Posted to their address specified in this Agreement, or as later notified by them, in which case it will be treated as having been received on the second Business Day after posting; or
- (iii) Faxed to the facsimile number of the Party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending, or
- (iv) Sent by email to their email address, when it will be treated as received on that day.

23. The Exhibitor represents and warrants to HMFD that all information and representations that the Exhibitor, or any person acting on behalf of the Exhibitor has supplied, is true and correct and the Exhibitor has the authority to enter into this agreement.

### **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 applies 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](mailto: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. Contact HMFD Office for a separate application. Fees for camping apply. Camping is only available to exhibitors on outdoor sites.
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.