



## **FOOD & COFFEE SITES 2023**

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 15<sup>th</sup> June 2023.

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

- **Closing date for tenders is 5pm 15<sup>th</sup> June 2023.** Tenders received after this date will not be accepted.
- Tenders will be accepted by post 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 30<sup>th</sup> June 2023.
- 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 31<sup>st</sup> July 2023.** 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.**
- **You are expected to adhere to NSW Public Health Orders current at the time of the event.**

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

Regards,

*Belinda Anderson*  
**CEO**

**HENTY MACHINERY FIELD DAYS CO-OPERATIVE LIMITED**  
PO Box 107, Henty NSW 2658 Australia  
Phone: (02) 69293305 Fax: (02) 69293180 Mobile: 0411 036666  
Email:- [admin@hmfed.com.au](mailto:admin@hmfed.com.au); [www.hmfed.com.au](http://www.hmfed.com.au)

# HENTY MACHINERY FIELD DAYS

19, 20 & 21 SEPTEMBER 2023



## 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:** Sites include 3 personnel passes and 1 vehicle pass. These will be distributed via an online ticketing platform at a later date. Extra passes can only be purchased online. Please contact HMFD office if you require extra passes. No extra vehicle passes will be issued.

**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. Camping \$231 inc GST flat fee.

### PUBLIC LIABILITY

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

### INSURANCE:

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

### IMPORTANT :

- **CLOSING DATE FOR TENDERS IS 5PM 15th June 2023.** 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 30<sup>th</sup> June 2023.
- 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 31<sup>st</sup> July 2023. 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.**

**SITE INFORMATION:** All items including coolrooms must fit within the boundary of your site.

**Coffee Sites:**

<u>Site number</u>	<u>Site Size (Front x Depth)</u>	<u>Minimum Tender Price</u>	<u>Order of Preference (Number some sites or all)</u>	<u>Tender Price</u>
14	5m x 10m	\$1150		
346	5m x 5m	\$1150		
393	10m x 10m	\$1800		
534a	5m x 10m	\$1150		
566	5m x 5m	\$1200		
891	5m x 10m	\$1150		
965a	5m x 5m	\$1025		

**Food Sites:**

<u>Site number</u>	<u>Site Size (Front x Depth)</u>	<u>Minimum Tender Price</u>	<u>Order of Preference (Number some sites or all)</u>	<u>Tender Price</u>
965b	5m x 10m	\$1300		
965c	5m x 10m	\$1150		
965d	5m x 10m	\$1150		
965e	5m x 10m	\$1150		
965f	5m x 10m	\$1150		
965g	5m x 10m	\$1150		
965h	5m x 10m	\$1150		
965i	5m x 10m	\$1150		
72a	6m x 3m	\$950		
72b	6m x 6m	\$1050		
72d	6m x 3m	\$950		
73a	5mx10m	\$1150		
73b	5mx10m	\$1200		

**Power booking form:**

- All electrical extension leads and appliances must have current approval tags (within 3 months prior to the last day of the event). An on-site inspection and tagging service is available at cost. Contact the Site Electrician on 0429 809866 should you require leads to be approved prior to the event.
- 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.
- Every appliance to be used on your site must be listed below.
- Failure to list all appliances may cause interruptions to power supply. If you are deemed to be responsible for power interruptions you will be charged a penalty of \$50.

<u>Appliances</u>	<u>Amps drawn</u>

## COMPLETING YOUR APPLICATION:

Tenders will be accepted by:-

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

Email to: [admin@hmf.com.au](mailto:admin@hmf.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
- Covid Safe Plan – required if necessary under current NSW Public Health Orders at the time of the event.
- 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 31.07.2023 – 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:** No longer available.

**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 transaction.**

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

**965i**  
5m x 10m

No site

**965h**  
5m x 10m

**965g**  
5m x 10m

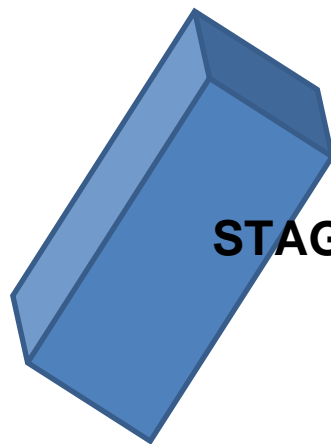
**965f**  
5m x 10m

**STAGE**

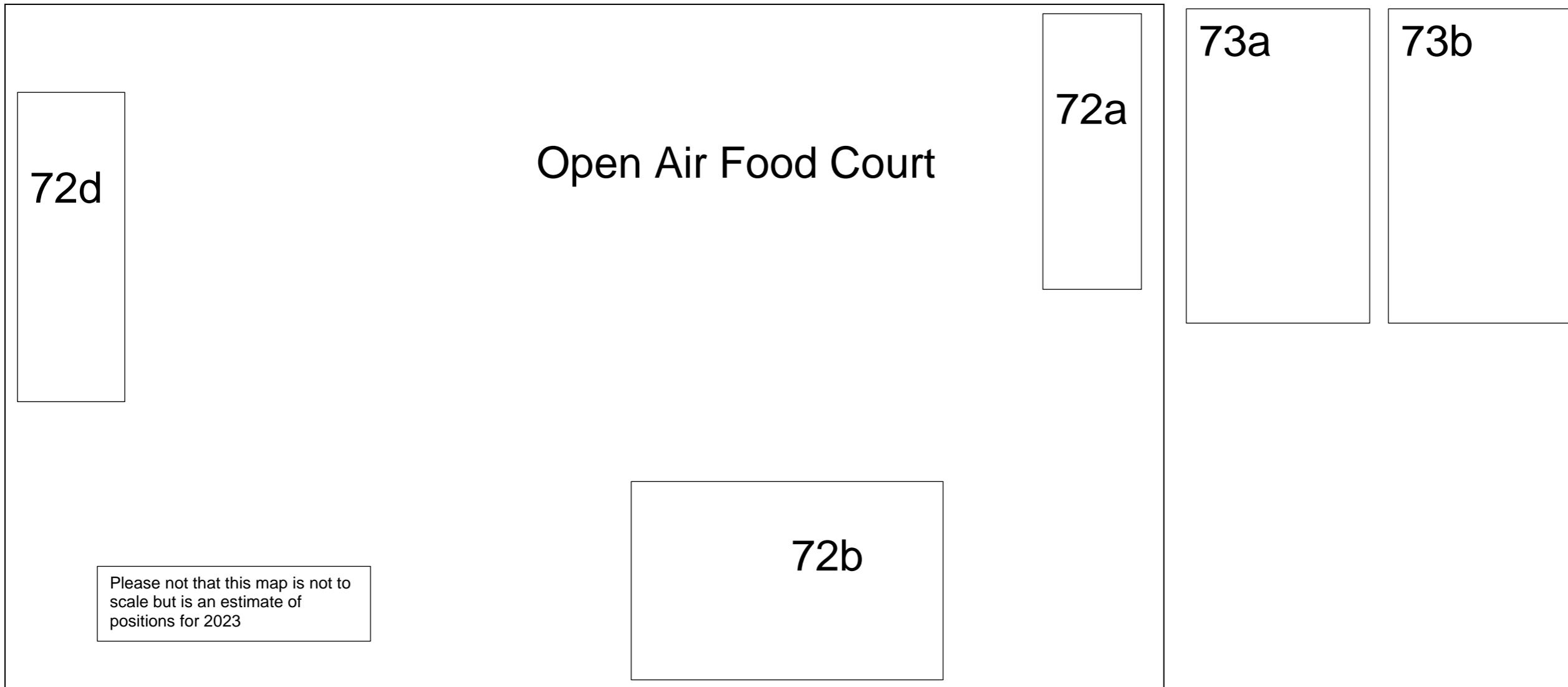
NORTH

Please note that this map is not to scale but is an estimate of positions for 2023.

FARM GATE PRODUCE AREA



# Sheep Dog Run



72d

Open Air Food Court

72a

73a

73b

72b

Please note that this map is not to scale but is an estimate of positions for 2023

## 2023 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, invitees 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 or or other information statement. Where these terms and conditions conflict with the Exhibitor Handbook, these terms and conditions shall prevail..

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 of 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, 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 indemnifies and 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 18 September 2023. This is an essential term of this agreement. No display, large or small, is to be dismantled before 5.00pm on Thursday 21 September 2023.
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 4 September 2023 and 6 October 2023. **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 19, 20 & 21 September 2023 will be at the sole discretion of HMFD Management. HMFD loading equipment will not operate on 21 September 2023. Other exclusion dates apply. See Exhibitor Handbook.**  
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 **6 October 2023**.
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 6 October 2023, 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 2022 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 2023 field days. This deposit does not guarantee the allocation of a Site for the 2023 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 party executing and accepting these terms on behalf of 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.