

# MALVERN A&P ASSN

## 120th Annual Show – Saturday 28th March 2020

### CONDITIONS of TENDER for FOOD/BEVERAGE/SIDE SHOW SITES

*Tenders are invited by the **Malvern Agricultural & Pastoral Association** (hereinafter called “The Association”) for the right to sell food or entertainment from ONE of the specified sites on The Association’s grounds on the occasion of **The Association’s Show to be held on Saturday 28th March 2020.***

1. For the purpose of this tender FOOD is deemed to be food or beverages that are to be consumed on the premises, on the day of the Show and ENTERTAINMENT is deemed to be side show related entertainment. No alcohol sales will be considered. **Hot chips and Hotdogs** are the sole province of the Malvern Lions and the side show, please do not include these with your food sites.
2. Every person/s to acquire such rights make an application in writing on the Official Form overleaf marked ‘TENDER SITE’. This form must be received by - **The Secretary, Malvern A&P Association, C/- 98 Searles Road, Sheffield 7580, on or before 5pm 7th February 2020**, stating the price which he/she offers for the said rights and the person/s making the application shall date & sign the form together with his/her name & address.
3. The Association **does not** undertake to accept the highest or any tender.
4. Each Tenderer will be advised of the successful tenders by letter sent to him/her via post, addressed to the address given in the tender. This letter will not contain the details of any tender or any evaluation results.
5. Every letter and every notice to any person shall be sent to him/her by The Association via post or email, addressed to them at the address given to his/her respective tender or at his/her last known address in The Association’s records, and shall be deemed to have been received in due course.
6. The amount tendered shall be payable in one sum, by **6<sup>th</sup> March 2020** to the Association.
7. Each tender is to be accompanied by details of the foods, beverages or entertainment it is intended to provide.
8. The Association reserves the right to permit the sale of other foodstuffs elsewhere on The Association’s grounds during the Show. (In addition to the tendered food sites food will also be available at other locations on The Association’s grounds eg at the catering tent, in association with the licensed booth and at community fundraising sites).
9. The Association’s Committee’s decisions are final.
10. The successful tender(s) will be required to hold any necessary licences for the sale of the food and shall, if called upon, provide evidence that such licences are held. Please attach copies of all relevant licences with this form.
11. The successful tenderers shall supply their own power leads. All successful tenderers shall supply their own caravan or tent from which to conduct sales and shall sell food solely from the site allotted. A RCD fitting **must be fitted** to all power cables supplied by tenderer before connecting to source of power from the Association, if power is available. **Please note:** limited power sites are available, and incur a **\$35 connection fee**.
12. The successful tenderer(s) will insure in some public insurance office against any accident claims and liability whatsoever to or by any person arising from his/her operation under this agreement or from the actual omissions of his/her employees, servants, agents or sub-contractors and will at all times keep The Association indemnified against any such loss or liability.
13. The successful tenderer(s) agrees and undertakes to comply with the Health and Safety in Employment Act 1992, including any amendments and any other Acts of Parliament, regulations or Bylaws and including but not limited to the following: Any relevant food and hygiene Regulations, The Resource Management Act, The Sales of Good Act, The Fair Trading Act, and The Consumers Guarantee Act.
14. The successful tenderer(s) will be issued with **one admission** pass per 4m frontage booked. Extra passes can be obtained at \$10 per pass. Every person entering the showgrounds are required to either hold, or purchase an entry pass. Please note: Entry free to Under 16 years and Free Parking.
15. It is at the discretion of the stall holder as to the time they occupy their site, but they **must be set up no later than 8.30am**. Gates open at 7am and the first events commence at 8:30am.
16. **BREACH OF CONTRACT:** Failure to comply with the above mentioned conditions may lead to termination of the contract and expulsion from The Association’s grounds.
17. **Please sign** this sheet and return with application to indicate you accept these conditions. A copy for your information is on the reverse side of the covering letter.

SIGNED: \_\_\_\_\_

STATUS: \_\_\_\_\_

DATE: \_\_\_\_\_

**MALVERN A&P ASSN**  
**120th Annual Show – Saturday 28th March 2020**

**Tender Site Application Form**

I wish to tender for a Food/Side Show Site at the Malvern A&P Show on Saturday 28<sup>th</sup> March 2020.

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Detailed Description of Services and/or Products for Sale: (a) food type, i.e. hot meat sandwiches, pies, ice cream, coffee etc, or supply a menu \_\_\_\_\_

**PLEASE NOTE:** Sale of Aerosol ‘Silly String’, knives/scissors or sharp objects is prohibited. If a site is found to be selling this or a similar product, then it will be closed down immediately.

I wish to tender a price of \$\_\_\_\_\_ (NOTE: if power is required, please include the \$35.00 connection fee in your tender price).

**Power Required:** Yes (Carry own RCD adaptor, connection fee \$35 which is included in tender price) / No

**Additional Gate Passes required over and above the one supplied** \_\_\_\_\_ **@ \$10.00 each.**

**Food/goods will be sold out of a** \_\_\_\_\_ **eg Caravan, Tent, Van etc**

**Area of Site Required** (includ.Vehicles, Tent Pegs, Caravan draw bars etc)

**Width** \_\_\_\_m **x** \_\_\_\_m **Depth**

Any site allocated will be able to accommodate the size given on your application (you must fit inside the above size you gave including tent guy ropes). Vehicles not required on the site can be parked in the public car park - parking is free.

***Please ensure...***

1. You have read the **Terms and Conditions over and signed at the bottom.**
2. Completed all the blank areas above.
3. Copies of all relevant licences required to operate.
4. Sign at the bottom of this page also and return it by **7<sup>th</sup> February 2020 to:**

***The Secretary***  
***Malvern A&P Association***  
***C/- 98 Searles Road, Sheffield S18 7SD***

**OFFICE USE ONLY:**

**Date Received:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Rec. No.:** \_\_\_\_\_ **Letter & Account Sent:** \_\_\_\_\_ **Paid:** \_\_\_\_\_

# **MALVERN A&P ASSN**

## **120th Annual Show – Saturday 28th March 2020**

### **ADDITIONAL INFORMATION:**

Key Dates for 2019 .....

|                                 |                  |
|---------------------------------|------------------|
| Tenders Close                   | 7 February 2020  |
| Notification of Sites Allocated | 14 February 2020 |
| Site Tenders to be Fully Paid   | 4 March 2020     |

Sites available to set up from 5 pm Friday 27<sup>th</sup> March 2020.

There is overnight security on site, along with limited camping facilities. Please notify Secretary if you intend to take advantage of this.

### **CANCELLATIONS**

In the unlikely event that the Malvern A&P Association finds it necessary to cancel or postpone the Show, tendered fees will not be refunded. The Association will not be liable to the Tenderer for any compensation whatsoever as a result of the cancellation or postponement.

If the Tenderer cancels or terminates a site booking on or after 14<sup>th</sup> March 2020, no refund will be made by the Association.

### **SITE REMOVALS**

Dismantling of sites may occur after 4.00pm on Show Day. Prior dismantling is by arrangement only with the Site Supervisor or the Secretary.

Any contamination or damage to sites caused by Tenderers will be the responsibility of the Tendered to make right or a charge will be made by the Association.

### **FURTHER INFORMATION**

For further information please contact the Secretary:

Rebecca Stewart  
Ph 03-318-3105  
[malvernshow@gmail.com](mailto:malvernshow@gmail.com)