

***PARTICULARS AND CONDITIONS
OF THE LETTING BY TENDER OF THE
CATERING RIGHTS AT THE***

ESSEX FEDERATION OF YOUNG FARMERS' CLUBS
COUNTRY SHOW

SUNDAY 16th MAY 2010

1.1 Generally

The Show has been established for well over thirty years and will be situated at Boyton Hall, Roxwell, Chelmsford, Essex CM1 4LN (hereinafter called "the showground") on 16th May 2010 for one day. The Show is the biggest and best agricultural and country show in Essex offering an array of activities for the whole family. The day promises to thrill, entertain and educate visitors from far and wide in farming and rural life.

The Show is simply one of a kind as it is organised solely by dedicated volunteers aged 16-26 years from our 12 Young Farmers Clubs around the county. The Show has evolved over the years and is a credit to our members and sponsors from the local area and agricultural industry.

Essex Young Farmers Country Show has always maintained a strong agricultural and countryside theme and this year is no exception with the main agricultural dealers and companies once again attending the event. This year we have expanded our livestock classes and focused heavily on countryside issues and Live demonstrations in our Forestry Area and Game Fair. There will be a wide range of exhibits, the majority of which being agricultural and also cultural by way of craft and domestic tents, also small animal exhibitions and a large livestock area.

1.2 Attendance

The paying attendance over the last 25 years has varied, with an average over the past years of 15,000.

1.3 Facilities

Catering outlets will be designated to specific 'catering areas'. These areas will include seating and tables, along with adequate rubbish skips. The large catering areas will be signposted throughout the show ground. A mains water supply is available to various points around the site. No electricity is available on the ground but no objection is taken to the use of a properly silenced generator. The organisers reserve the right to remove any inadequately silenced generator. Waste disposal is the responsibility of the caterer who is required to supply bins for the purpose, and ensure its removal by the evening immediately following the Show.

1.4 Litter

It will be the responsibility of the caterer to take proper precautions against the spread of litter from the sale points and in particular to provide adequate bins for litter and tidy up litter around the sale points at the end of the Show Day and deposit it in the bins mentioned above. Failure to ensure that the litter is sufficiently cleared may incur a fine of £100.00 at the Show Chairman's discretion.

1.5 The Club

The Essex Federation of Young Farmers' Clubs (hereinafter called "the Club") reserve the right (to itself) to provide for catering in the Public Catering and Subscribers Tent. It prohibits trade stand holders from selling edible food on the ground, unless registered stand holders in the Food Hall and Farmers Market, whilst reserving to itself the right to allow on such terms as it may deem reasonable

such sale by way of vegetables, fruit, meat products, ice cream, burgers, fish and similar goods from elsewhere in the ground.

2. The rights available for tender are:

- 2.1 The sale of ice cream and soft drinks from defined points on the show ground. 3-5 plots are available for tender.
- 2.2 Burger bars at defined places on the show ground. There are 5 plots available for tender.
- 2.3 The sale of candy floss at a defined place on the show ground.
- 2.4 The sale of hot jacket potatoes at a defined place on the show ground.
- 2.5 The sale of crepes at a defined place on the show ground.
- 2.6 The sale of doughnuts at a defined place on the show ground.
- 2.7 The sale of pasties at a defined place on the show ground.
- 2.8 The sale of fish and chips at a defined place on the show ground.
- 2.9 The sale of hog roast at a defined place on the show ground.
- 2.10 The sale of other types of food as described by the bidder at a defined place on the show ground.

N.B. No beers or spirits to be sold at any location.

3. The caterer will provide at his expense:

- a) Electricity generator as he/she may reasonably require. All forms of mobile generator must be adequately silenced so as not to be deemed a nuisance to other trade stand holders.
- b) A public liability policy against all risks written in an amount and with an office approved by the Club covering as well as himself, his nominated franchisees, where applicable.
- c) Provide for approval by the Club, one month before the Show the names of any franchisees for the burger bars, ice cream, candy floss, pasties, fish and chips, crepes, hot jacket potatoes, doughnuts and hog roast and at the same time submit to the Club proposed tariff(s).

4. Payment

Payment of the sum tendered shall be made as to half the tendered sum upon the tender acceptance, for which purpose an invoice will be issued by the Club. The second half of the said sum to be paid four weeks before the date of the Show. An invoice for costs payable by the caterer in accordance with the foregoing conditions will be issued by the Club and be payable by Friday 16th April 2010, before commencement of the Show. Interest on any sum outstanding will be charged at the rate of 2.5% per month or part month.

5. Conditions of tender.

- 5.1 The tender for the right hereby offered is/are on the basis of the particulars and conditions set out herein and once made shall be irrevocable by the tenderer until notice is given of its acceptance or otherwise.
- 5.2 The tender to be returned with these particulars and conditions attached in an envelope marked "catering rights" to The County Organiser, Essex Federation of Young Farmers' Clubs, The YFC Centre, Whitbread's Barn, Chatham Green, Chelmsford, Essex CM3 3LQ. **BY 5.00 P.M. ON FRIDAY 5th MARCH 2010.**
- 5.3 The Club does not bind itself to accept the highest or any tender and no tender will be accepted which is expressed as a sum more than another sum.
- 5.4 The Club reserves the right to itself to negotiate with one or more who may or may not have submitted tenders for all or any of the rights herein referred to.
- 5.5 All tenderers will be notified as to whether their tenders have been accepted by letter posted on or before Friday 19th March 2010. The posting of the letter notifying acceptance to the successful tender/tenderers shall constitute a contract binding on both parties from the time of posting. Letters sent to tenderers shall be deemed to have been received in due course of post.
- 5.6 All tenders to be submitted with photocopies of certificate(s) from tenderers local council confirming the company complies with the relevant food hygiene and environmental health regulations, a documented food hygiene management system, food handler training certificates for every person working on the catering unit, safety certificates for appliances used, public and employers liability insurance, health and safety policy and a complete risk assessment for their unit. Tenders must include an attached photograph of mobile unit/s, together with the sizes of the units, including draw bar, and sizes and type of any support vehicles. A price guide of items to be sold and details of saleable items made from ingredients which are 100% sourced from British inputs are required. Tenders will not be consider if all documentation requested is not submitted.

6 Termination

- 6.1 The Club reserves the right to terminate this letting of the catering rights if the tenderer:
- a) becomes bankrupt, goes into liquidation, has an administrator or administrative receiver appointed, compounds or makes any other similar arrangement with his creditors.
 - b) is found guilty by court of competent jurisdiction of an offence against any statute or regulation relative to his business.
 - c) fails to observe any of the terms set out herein.
 - d) exercises the rights hereby granted in a negligent or improper manner to the dissatisfaction of the Club.

e) fails to comply with all applicable health and safety and environmental health regulations and the completion of a risk assessment.

f) is found selling items contrary to the description laid down in their tender.

6.2 For the avoidance of doubt, no amounts paid by the tenderer shall be returned by the Club in any event.

ESSEX FEDERATION OF YOUNG FARMERS' CLUBS

TENDER FOR CATERING RIGHTS 2010

I/We

of

do hereby tender the sum of £.....

for the Catering Rights as scheduled below at the Essex Federation of Young Farmers' Show 2010 as described in the attached particulars and conditions of tender.

I understand that I cannot withdraw this offer until notified of its acceptance or otherwise and accepted, shall be given a copy of this Agreement and thereafter must conform with to the satisfaction of the Club.

Signed

Business Address

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Telephone number

Mobile number

Email Address

Date

Please also supply details of past employers/reference that will be obtained:

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All tenders to be submitted with photocopies of certificate(s) from tenderers local council confirming the company complies with the relevant food hygiene and environmental health regulations and a complete risk assessment for their unit. Tenders must include an attached photograph of mobile unit/s, together with the sizes of the units, including draw bar, and sizes and type of any support vehicles. A price guide of items to be sold and details of saleable items made from ingredients which are 100% sourced from British inputs are required. Each exhibitor must have public liability insurance cover a copy of which should be attached.

Please return all TENDERS to the address below marked for the attention of:

The County Organiser, Essex Federation of Young Farmers' Clubs, The YFC Centre, Whitbread's Barn, Chatham Green, Chelmsford, Essex CM3 3LQ.

A proposed tariff is to be attached and shall be approved by the Club prior to commencement of the Show.

SCHEDULE OF TENDER RIGHTS:

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| UNIT 2.1 Ice Cream | = | £ |
| UNIT 2.2 Burger Bars | = | £ |
| UNIT 2.3 Candy Floss | = | £ |
| UNIT 2.4 Hot Jacket Potatoes | = | £ |
| UNIT 2.5 Crepes | = | £ |
| UNIT 2.6 Doughnuts | = | £ |
| UNIT 2.7 Pasties | = | £ |
| UNIT 2.8 Fish & Chips | = | £ |
| UNIT 2.9 Hog Roast | = | £ |
| UNIT 2.10 Other types of food | = | £ |