

FOOD / BEVERAGE VENDOR EXPRESSION OF INTEREST

TERMS AND CONDITIONS

The following Terms and Conditions apply to all food / beverage vendors who are selected to trade at any event during the City of Albany 2023/24 event season.

The City of Albany (referred to as the City) may in its sole discretion accept or reject any Expression of Interest (referred to as EOI), either wholly or in part.

The City of Albany has the right to reject stallholders who do not meet the terms and conditions.

Health and Safety

Vendors must:

- be registered with the Local Government Authority (LGA) in whose jurisdiction the business is based and must provide evidence of such registration with their application.
- operate in accordance with all relevant legislative requirements including the City's local laws, the Food Act 2008 and the Australia New Zealand Food Standards Code.

The City's Environmental Health Officers may inspect on the day of the event. Vendors not meeting the City's minimum health and safety requirements for selling food will not be permitted to trade unless any required improvements are made to the satisfaction of the City.

Vendors under 18 must have a legal guardian present for the duration of the event.

Electrical Safety

All electrical appliances, cords and cables must be tested and tagged within 12 months prior to event by a registered electrical contractor. **There WILL NOT** be an electrician available to do this on-site on the day of the event.

Limited power outlets are available. Vendors must advise the Events Team in advance of their power requirements.

Fire safety

Vendors must have the appropriate serviced fire safety equipment available when trading at City events, in case of an emergency.

Trading Times

Vendors must:

- Be set up and ready to trade in accordance with the times provided by the Events Team prior to the event.
- Not commence pack-up until the advertised closing time of each event. This is both a safety issue and a trading requirement.
- Supervise the structure/mobile food business for the duration of the event.

Accidents, Incidents and Risk Management

It is the responsibility of each vendor to promptly report any incident to the Events Team including:

- Property damage
- Illness, accident or injury
- Anti-social behaviour
- Lost children
- Any observed disruptive behaviour
- Any other issues raising concern for the health, safety or security of food traders or the public
- Hazards and near misses

Vendors are required to maintain an appropriate level of personal safety and security. The City will not be liable for the loss of goods, cash or personal items or damage to any goods, including loss or damage as a result of on-site power failure.

Insurance

Vendors must have appropriate and up to date public liability insurance to an amount of no less than \$20 million. A copy of the Certificate of Insurance will be required as part of the EOI application.

Infrastructure

All infrastructure and catering equipment necessary for trade must be provided by the food trader.

Temporary structures will be required to comply with relevant safety standards. Vendors may be asked to submit certification by a suitable, qualified person (rigger or installer with sufficient experience) for any structure that does not require a building permit.

Any tie-down points shall be located away from public areas.

The City has the right to reject a vendor's involvement due to their site being unsafe or inappropriate.

Vendors must confine their equipment, displays and signs to the site area and keep all pathways and thoroughfares clear and unobstructed. All signage must directly relate to the products being sold. No commercial signs will be permitted.

Waste Management

Vendors are responsible for removing all rubbish within a 1 metre area surrounding the stall and ensure that the area is kept clean and tidy.

General waste and recycling bins will be provided by the City for the event. Large boxes and packaging are not to be disposed of on site. Vendors are responsible for removing these items.

Site Location

Vendors will be assigned a stall site according to the advised space requirements and at the discretion of the Events Team. The Events Team will advise site positioning approximately one week before the event. Stall positioning may be relocated at any time and for any reason as required by the Events Team.

Bump-in / Bump-out

Detailed bump-in/bump-out instructions will be provided to the vendor prior to the event and must be followed by all vendors. Bump-in/bump-out instructions are subject to change and vendors will be notified of any variation by the City.

Vehicle access

All vehicles must drive slowly with hazard lights on whilst onsite. A 5km speed limit always applies when driving onsite. All vehicles (excluding the mobile food businesses) must be removed from the event area at the time advised by the Event Team. No vehicles may enter the event area during trading times (excluding emergency vehicles).

Promotion

The vendor consents to the City using any photographs submitted as part of the vendors application to promote any City event. The City may engage photographers to record activities at event days. The vendor consents to any photos of the vendors produce taken by City photographers to be used for promotional or archival purposes.

Cancellation

A written acceptance of an invitation to trade at an event constitutes agreement by the vendor to attend the event on the agreed dates. If unable to attend, the vendor must notify the City a minimum of two weeks prior to the event. Failure to attend on the agreed dates may result in the City withdrawing permission for the vendor to trade at subsequent event dates.

City of Albany events are often held outside. Stallholders must be prepared to trade in all weather conditions. In the event of inclement weather, the City of Albany may decide to cancel the event. In this instance all vendors will be advised by text as soon as possible.

Sales

Although the City is committed to the successful promotion and delivery of all event days, the City does not take any responsibility for the level of sales that a food trader may achieve.

Liability and Indemnity

The City shall not be liable for any injury, loss or damage incurred by a food trader who trades at an event day unless such injury, loss or damage is caused by the City's negligence.