



## Explore Curtin Food Market – Wednesday Foodfest Food Vendor Trading Terms and Conditions (T&C's)

The Explore Curtin Food Market will operate on selected Wednesday Lunchtimes in Semesters 1 and 2, 2020.

This market is owned by Curtin University and is being planned and delivered by Heart Inspired Events (HIE). The Explore Curtin Markets will activate the Creative Quarter space at Curtin University, Bentley.

The following 'Trading Terms & Conditions' relate to the Wednesday lunch.market series held at the Creative Quarter, Curtin University, Bentley.

### ESSENTIAL REQUIREMENTS

1. All vendors **must trade in accordance** with any applicable Federal, State and Local Government laws and policies and comply with the **Food Act 2008 and the Australia New Zealand Food Standards Code**.
2. All vendors must have a **current Vendor Trading Permit from the Town of Victoria Park** to operate at the market.
3. Each temporary food operation **must be a registered food business**.
4. Vendors must provide proof of a **current public liability** certificate to cover their temporary food operation, to the value of \$10M.
5. Vendors must have a **current worker's compensation insurance certificate** to cover their staff working at the market, and proof of this insurance policy must be uploaded at the time of the online registration.

### VENDOR RESPONSIBILITIES

- Market vendors must offer **genuine street food** with a broad customer appeal and in keeping with current trends including offerings that are tasty, affordable, authentic, unique and good quality.
- Vendors must present their food operation in a **professional way** including the set-up, equipment and signage used. The menu must be well-presented and legible, with all food and beverage offerings priced accordingly. Please remember your market audience and make the necessary adjustments to your offerings and menu prices.
- All vendors must be ready and available for a **food inspection** from the Town of Victoria Park at any time during the market series.
- A Heart Inspired Event team member may **randomly inspect your food operation** when it is set up at the market, to ensure compliance with your trading permit.
- All vendors must treat other market vendors, patrons and market management **with respect**.
- Vendors to **promote their attendance at the market** via business social media channels.
- Heart Inspired Events will **allocate the limited on-site power** between vendors operating at the market. Unfortunately, we can take no responsibility for loss of trade or spoiled products as a



result of supply problems. We recommend you have an alternative arrangement such as your own back-up generator if power supply is critical to your trading.

- Marquee need to have suitable flooring (e.g. tarp) to ensure protection of the pavers.
- All electrical cords and appliances must have a **current electrical tag** if being used at the market.
- Vendors must ensure that the operation of their food business **does not create a safety risk** for other vendors, market patrons and the market in general.
- The **market space** must be left in clean, undamaged condition at the end of each market.
- All **vendor rubbish** must be removed by stallholders at the time of bumping out of the market.
- Vendors **are not allowed to consume alcohol or smoke** whilst in the market space.

#### **MARKET MANAGEMENT RESPONSIBILITIES**

- To liaise with Explore Curtin to organise a **Market Series that showcases the best** of temporary food businesses that Perth has to offer.
- To organise a trading schedule which offers a **mix of vendors** that reflects cuisine from our cultural community.
- To organise **entertainment** that will appeal to the market audience.
- To set up **picnic style eating areas** within the market space.
- Market Management are expected to treat vendors and market patrons **with respect** and ensure there is **open communication** between all parties.
- A **site map** will be issued by email 1-2 days prior to the event. This map is a guide only and exact stall locations are not guaranteed. Traders may be moved at the discretion of the Market Manager, at any time.
- **Site management of the market** from set up, event delivery and until pack down.
- To **share limited on-site power** between vendors operating at the market.
- **Waste generated by patrons** will be disposed of by the market team.
- The market operates during all but the most extreme **weather conditions**. The Market Manager and Explore Curtin reserve the right to cancel the market at any time in the event of extreme weather. If the market is cancelled by Market Management, a credit for your stall space will be issued.



## GENERAL MARKET INFORMATION

Only marquee operations can trade in this lunch market series. (Food trucks, vans and trailers not allowed)

### Market Vendor Fees

- **Savoury** Food Vendors - \$120 including GST
- **Sweet** Food Vendors - \$80 including GST
- **Heart Inspired Events will invoice per market** and payment must be made 72 hours prior to the trading date. Failure to pay by this deadline, could result in your space being cancelled and re-allocated to another vendor on our waitlist.
- All payments must be made **electronically** to the nominated account.
- **Any cancellations must be made 72 hours prior to the trading date** to avoid the full vendor payment being charged.
- If a vendor cancels **within the 72 hour period**, the vendor is still required to pay **100% vendor fee**.
- If a vendor cancels **outside of the 72 hour period** and the invoice has been paid, **20% of the vendor fee** will be retained to cover administration fees and the remainder of the vendor fee will be credited to the vendor's account.
- **If the invoice is still outstanding**, an invoice will be generated to cover this administration fee and the original invoice cancelled.

**Heart Inspired Events and Explore Curtin reserve the right to refuse trading to any food vendor who does not meet the criteria set out in these Trading Terms and Conditions.**

By registering to trade at this market, you agree to the following conditions:

1. I have read and agreed to abide by the Trading Terms and Conditions set out in this Trading Terms & Conditions document, if I am approved to trade.
2. I am aware any approval to trade is only current for the market I am applying for in this document.
3. Heart Inspired Events, Explore Curtin and the Town of Vic Park, their directors, employees, consultants, servants or agents or any other person will not be under any liability in tort or contract or otherwise (including but not limited to acts of negligence, breach of duty, default and/or admissions) for any loss of income or damage by any stallholder as a result of any stallholder participating in the Explore Curtin Events and for any loss of life and/or personal injury to any person and/or damage to any property (whatsoever occurring) arising from or out of any accident, occurrence or event at the Creative Quarter at Curtin University, Bentley.

**To agree with these T&C's please tick the allocated box on the online registration form.**