



## **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 2026/27 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 legislated health and safety requirements for selling food will not be permitted to trade. 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, leads and cables must be tested and tagged by a licensed electrical contractor within 12 months prior to the event. Electrical compliance inspections will be conducted on event day. Vendors may be required to remove any non-compliant equipment may be removed and/or have any non-tagged or unsafe equipment certified by the City's contracted electrician at the vendors cost.

Limited power outlets are available with a **maximum of two outlets per vendor site**. Vendors must advise the Events Team in advance of their power requirements. If more than two power outlets are required, an additional site must be booked.

### **Fire safety**

Vendors must have appropriate, serviced and maintained fire safety equipment available while trading at City events to ensure they can respond effectively in the event of an emergency.

A minimum of one 4.5kg AB(E) dry chemical powder fire extinguisher must be positioned adjacent to:

- Any electrical generator or switchboard
- Any flammable liquid or gas containers
- Any food preparation or cooking area

### **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 equipment required for trading must be provided by the food vendor.

Temporary structures must comply with all relevant safety standards. Where structures exceed 3m x 3m, vendors may be asked to provide structural certification from a suitably qualified person (engineer, rigger or installer with sufficient experience) for any structure that do not otherwise require a building permit.

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

The City reserves the right to refuse or cancel a vendor's participation if their site setup is considered unsafe or inappropriate.

Vendors must confine their equipment, displays and signs within their allocated site area and keep pathways and thoroughfares clear and unobstructed at all times. All signage must directly relate to the products being sold. No commercial signage 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. Waste generated by the vendor must be appropriately disposed of by the vendor.

### **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 5 working days 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.