

## EXPRESSION OF INTEREST PROCESS

Vendors can register their interest to attend a 2024/2025 SJ Community Event by completing an Expression of Interest (EOI) Application Form on the [website](#). Applications can be made at any time throughout the year, with vendors placed onto a database for consideration.

Vendors are required to thoroughly read this Information Pack, including the selection criteria and terms and conditions of trade, **prior to submitting an application**. Please note: Submission of an EOI Application does not guarantee your business will be selected to trade at any particular event. Vendors will be chosen by the Shire from the database of applicants, based on the considerations outlined below.

## FEES & CHARGES

The Shire is committed to offering unique opportunities to vendors to attend and trade at SJ Events **free of charge**.

## EOI APPLICATION REQUIREMENTS

The following documents are mandatory requirements when submitting an EOI Application Form:

- Food truck, stall, or structure images
- Menu and price list
- Product images
- Certificate of Registration of a Mobile Food Business or Temporary Market Stall (Food Vendors only)
- Public Liability Insurance Certificate of Currency
- Size of food vehicle and floor plan including the serving side (Food Vendors only)
- Gas or butane supply in your set up (if so, complete the [Checklist for gas installations in public](#))

The Shire is unable to consider applications that do not include the above documents.

## CONSIDERATIONS

The selection of vendors for each event is at the Shire's discretion and may reflect the target audience and themes for individual events.

Priority will be given to vendors based in the SJ municipality or surrounding municipalities, and based on the following criteria:

### Menu items (Food Vendors only)

- Local, fresh, and seasonal produce, and high-quality menu items
- Diverse menu catering for various dietary requirements and price points.
- Diverse menu representing a range of culinary cultures.
- Availability of healthy food and drink options

### Presentation

- High-quality presentation of the food vehicle or stall, including cleanliness, signage and menu displays.
- Professional and friendly staff

### Sustainability practices

Vendors are to follow Government guidelines relating to single-use plastics. Consider alternatives that can be recovered, recycled, or composted. Full details are available [here](#).



Food Vendors: The Shire frequently contracts reusable serveware businesses (Go2Cup) and encourages food vendors to utilise this service. The Shire will pass on the successful vendor contact details onto the reusable serveware business who will arrange the necessary equipment directly with the vendor.

The proprietors of food businesses have an obligation to ensure that their food premises are kept at a standard that is compliant with relevant legislation. This includes the preparation of food that is both safe and suitable for consumption when sold.

## **TERMS AND CONDITIONS OF TRADE 2024/25**

The following Terms and Conditions apply to all vendors who are selected to trade at any event during the Shire of Serpentine Jarrahdale 2024/25 event season.

### **1. HEALTH AND SAFETY REQUIREMENTS**

#### **1.1. Inspection of Sites**

It is the responsibility of the vendor to operate in accordance with all relevant legislative requirements including the Shire's local laws, the *Food Act 2008* and the *Australia New Zealand Food Standards Code*. The Shire's Environmental Health Officers may inspect Food Vendors prior to each event day's trade.

Food Vendors not meeting the Shire'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 Shire.

#### **1.2. Structural Safety**

Stalls or temporary structures will be required to comply with safety standards and have an assessment of structural sufficiency. 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 guy ropes or other tie-down points shall be located away from public areas and protected to ensure trip hazards are reduced. **Marquees must be suitably weighed down at all times.**

The Shire has the right to reject a vendors involvement in Shire events due to their site being unsafe or inappropriate. We take no responsibility for damage.

#### **1.3. Electrical Safety**

All vendors are required to ensure all electrical devices installed at the event are compliant with the AS/NZS Standard 3002:2021 (Electrical Installations: Shows, Carnivals and Events) ensuring all equipment is tagged and tested to AS/NZS 3760:2022. Any vendors that are not compliant with the above-mentioned standard will not be permitted to trade.

#### **1.4. Fire Safety**

The Shire requires all food vendors to have the appropriate serviced fire safety equipment available in their set up when trading at Shire events, in case of an emergency.

#### **1.5. Sale of Food**

Food vendors are required to conform to minimum safety standards. Further details regarding the sale of food and food safety may be obtained from the Shire's website.

All food 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.



## 1.6. Accidents, Incidents and Risk Management

It is the responsibility of each vendor to promptly report any incident to the Shire event representative, 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 vendors or the public.
- Hazards and near misses

## 1.7. Personal Safety and Security

Vendors are required to maintain an appropriate level of personal safety and security. The Shire 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.

## 2. TRADE REQUIREMENTS

### 2.1. Attendance

Written acceptance of an invitation to trade at an event constitutes agreement by the food trader to attend the event on the agreed dates. If unable to attend, a vendor must notify the Shire a minimum of two weeks prior to the event. Failure to attend on the agreed dates may result in the Shire withdrawing permission to trade at subsequent event dates. Shire staff have every right to ask vendor/s to leave if they are aggressive, not considering public safety and/or not following rules.

### 2.2. Trading Times

All vendors must be set up and ready to trade in accordance with the times provided in the Vendor Information Brief for each event. Vendors must trade and supervise their stall for the entire duration of the event.

### 2.3. Infrastructure

All infrastructure requirements and catering equipment necessary for trade must be provided by the vendor. All infrastructure must be stable and firmly secured, to avoid the possible risk of injury. Vendors must confine their equipment, displays and signs to their designated site area and keep all pathways and thoroughfares clear and unobstructed. Any guy ropes or other tie down points shall be located away from public areas and protected to reduce trip hazards. All signage must directly relate to the products being sold. No commercial signs will be permitted.

### 2.4. Site Location

Site areas will not be perfectly to scale on site maps. Trading sites may be relocated at any time and for any reason as required by the Shire.

### 2.5. Supervision of Sites

Vendor sites must be supervised at all times by an adult for the duration of the event.

### 2.6. Power and Lighting

All vendors must be fully self-sufficient. Power and lighting is not provided by the Shire.



## 2.7. Public Address Systems and Hawking

Loud or amplified product promotion is not permitted. Public address systems are not to be used without the prior written approval of the Shire.

## 2.8. Disposal of Rubbish

Sites must be kept clean and tidy at all times throughout the event. Vendors are responsible for the ethical disposal of waste associated with their stall or food van post-event, this may include large bags of rubbish, grey water, oils, leftover supplies, and food scraps. The vendor is responsible for ensuring that their site is cleared of litter made as a result of their stall or food van, such as ticket stubs, cutlery, cans etc.

## 3. ACCESS

### 3.1. Traffic Management

The Shire may implement traffic management measures such as road closures or reduced speed limits at its discretion. Vendors agree to comply with all requests and instructions by Shire officials or their representatives with regard to traffic management.

### 3.2. Vehicle Access

While onsite, all vehicles must drive slowly with hazard lights on. A 5km speed limit applies at all times when driving onsite. All vehicles (excluding the mobile food businesses) must be removed from the event area during trading periods unless permission is given by Shire Event Staff. No vehicles may enter the event area during trading times (excluding emergency vehicles).

### 3.3. Food Vendor and Stallholder Parking

Dedicated parking spaces are allocated onsite, close-by to the event for vendors vehicles. If you park in a zone not allocated to you, your vehicle may be towed. The Shire accepts no responsibility if you park in a zone not allocated to you.

### 3.4. Set-up

Vendors will be provided detailed bump-in/bump-out instructions in the Vendor Information Brief. These instructions will be emailed prior to each event and must be followed. Bump-in/bump-out instructions are subject to change.

**If you don't arrive on time, the Shire may turn you away.**

### 3.5. Pack-up

Vendors must not commence pack-up until the advertised closing time of each event. This is both a safety issue and a trading requirement.

## 4. PROMOTIONS

The vendor consents to the Shire using any photographs submitted as part of the Vendor EOI Application for event promotional purposes. The Shire may engage photographers to record event days. The Vendor consents to any photos of the vendor and/or vendor produce taken by Shire photographers to be used for promotional or archival purposes.

## 5. SALES

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



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## 6. CANCELLATION BY THE SHIRE

The Shire reserves the right to cancel the approval for any vendor and/or ban the vendor from participation in future event days if it determines that the vendor has breached any of the Terms and Conditions, or if the vendor is selling goods other than those specified in its application, without the prior written approval of the Shire, or doesn't meet the Shire's health requirements.

## 7. LIABILITY AND INDEMNITY

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

## 8. INSURANCE

The vendor is to affect and maintain a valid policy of public liability insurance for an amount of not less than \$20million for any one event.

## 9. AMENDMENTS

The Shire reserves the right to amend these Terms and Conditions and will notify vendors of any changes prior to their coming into effect.

