

Vendor Agreement

Below are the terms and conditions set out by the City of Belmont relating to the involvement of food vendors at community events.

1. **CONTRACT** – This document, when agreed to in the Expression of Interest form submission, is the only document which will be recognised by the City of Belmont. No terms stated by the Food Vendor in accepting or acknowledging these conditions shall constitute a waiver to any of the “Terms and Conditions” as set out in these Terms and Conditions.
2. **CONDITIONS** – None of the standard conditions shall be varied, waived, discharged or released unless by the express consent of the City of Belmont in writing.
3. **CODE OF CONDUCT** – The Food Vendor will comply with all aspects of the Code of Conduct set out in the Food Vendor handbook.
4. **PAYMENT** – Food vendors must remit the attached invoice which covers attendance opportunity at one or more events within the 2020/2021 Event Season within 30 days of receipt of the invoice.
5. **SAFETY, HEALTH AND FIRE PROTECTION** - Food Vendors shall take all reasonable precautions in the performance of the services to protect the health and safety of employees and members of the public and to minimise danger from all hazards to life and property and shall comply with all national, state and local health, safety and fire protection laws, regulations and requirements (including reporting requirements). In the event that the Food Vendor fails to comply with said regulations or requirements of the City, the City may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work. In addition to the foregoing, the Food Vendor shall comply with all safety rules and regulations and personal protective equipment requirements when working for the City of Belmont. This includes any COVID requirements and directions including the provision of hand sanitizers for public use at service area(s).

7. **STANDARDS** – The Food Vendor will comply with all occupational health and safety standards and other standards specified.

8. **ELECTRICAL EQUIPMENT** – All electrical equipment must comply with *Australian Standard AS3760: In service safety inspection and testing of electrical equipment*. All tags must be available for inspection at any time during the event. The City of Belmont will not be responsible for any costs incurred if equipment has been deemed non-compliant.

9. **GAS** – Food Vendors utilising gas for their stall must comply with legal gas requirements and fittings.

10. **INSURANCE** – The Food Vendor must provide a copy of their current Public Liability Insurance, with cover of no less than \$20 million.

11. **REGISTRATION** – All Food Vendors must comply with the requirements of the *Food Act 2008, Food Regulations 2009* and the *Australia New Zealand Food Standards Code*. Food Vendors must provide a current copy of their Food Act Registration Certification from their local governing body upon acceptance of these terms.

12. **INSPECTIONS** – The City of Belmont may inspect any Food Vendor prior to the commencement of an event. If a Food Vendor does not meet the standards of the City during the inspection, the City reserves the right to restrict the Food Vendor from trading at the event.

13. **CANCELLATION** – The City reserves the right to cancel an event prior to its scheduled start time. Food Vendors will be advised via e-mail of event cancellation with as much notice as possible. The City is to be notified via email (events@belmont.wa.gov.au) and phone (0419 410 655) of any cancellations by Food Vendors as soon as possible. No refunds will be offered and cancellation within 24 hours may result in exclusion from future City of Belmont events.

By completing and submitting the Food Vendor Expression of Interest Application the Food Vendor agrees to the terms and conditions as stated above.