

# Terms of Lease Agreement

## Curtin Student Guild International Student Committee's Pasar Malam 2017

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### 1. Application, Payment, and Cancellation

- 1.1 Stall applications for this event will only be accepted via the online application form, available at [www.guild.curtin.edu.au/forms/form/pasarmalam2017](http://www.guild.curtin.edu.au/forms/form/pasarmalam2017).
- 1.2 Submitting a stall application does not guarantee that your stall will be approved to trade at the event. All stall approvals are at the sole discretion of the event organisers, the Curtin Student Guild.
- 1.3 Stall applications close 4pm Thursday 7<sup>th</sup> September 2017.
- 1.4 Only *completed* stall application forms received before 4pm Thursday 7<sup>th</sup> September 2017 will be considered.
- 1.5 Successful applicants will be notified by the Curtin Student Guild via email no later than Friday 15<sup>th</sup> September, followed by the issue of an invoice. Full stall fee payment and bond are due by no later than Friday 29<sup>th</sup> September. Payment options will be outlined within the aforementioned invoice.
- 1.6 Any stall application withdrawn or cancelled after 4pm on Thursday 5<sup>th</sup> October will not receive any refund on the stall fee, however the full bond amount (AU \$300.00) will be refunded.

### 2. Stall Fees

#### 2.1 Category A Stalls

- 2.1.1 The stall fee for this category is AU\$400.00.
- 2.1.2 To be eligible, the applicant must be an approved not-for-profit group, business, or association.
- 2.1.3 All applicants in this category must provide documentation verifying not-for-profit status.

#### 2.2 Category B Stalls

- 2.2.1 The stall fee for this category is AU\$550.00.
- 2.2.2 Category B stall eligibility covers commercial businesses that do not operate from a food van or food truck, and will utilise a pop-up stall space allocated by the Curtin Student Guild.
- 2.2.3 Category B stall eligibility includes stallholders that fail to satisfy the requirements for Category A, Category C, or Category D.

### **2.3 Category C Stalls**

**2.3.1** The stall fee for this category is AU\$500.00.

**2.3.2** Category C stall eligibility covers commercial businesses operating from a food van or food truck.

**2.3.3** Category C stallholders must provide their own power source (i.e. generator) and waste disposal.

### **2.4 Category D Stalls**

**2.4.1** The stall fee for this category is \$300.00

**2.4.2** The only eligible applicants for this category are Curtin-based student clubs and/or societies who have successfully registered with the Curtin Student Guild for 2017.

**2.4.3** All Category D applications require approval from the Guild Clubs Officer.

### **2.5 Optional Extras**

**2.5.1** An additional trestle table can be provided to applicants, if requested in the stallholder application form. An additional charge of AU\$20.00 per table will be applied. On the day of the event, no additional tables will be provided. Extra tables must be requested and paid along with the original application and invoice. Requested tables that are not paid for will not be provided.

## **3. Bond**

**3.1** All stallholders are required to put forward a bond deposit of AU\$300.00.

**3.2** The full bond deposit amount of AU \$300.00 will be refunded within 30 days of the event date directly to the bank account nominated within the original stall application, provided that the following criteria have been met:

**3.2.1** The stallholder has not breached any term/s of this lease agreement; and

**3.2.2** The stallholder's Temporary Food Business Permit has not been revoked by the Town of Victoria Park at any stage prior to, or during, the event.

**3.3** If any breach of any item within this lease agreement has occurred - excluding items 1.6, 4.1.3, and 4.8 - the full bond deposit amount will be forfeited by the stallholder, and retained by the Curtin Student Guild.

## **4. Stallholder Rights & Responsibilities**

### **4.1 Temporary food business permit**

**4.1.1** Applicants are required to complete an application for a temporary food business permit and comply with all food business rules and regulations from the Town of Victoria Park. Restaurants who already have a permit with the Town of Victoria Park or another council will still be required to fill in a temporary permit application for this particular event.

**4.1.2** The Curtin Student Guild will bulk-lodge all temporary food business permit applications for the event directly with the Town of Victoria Park. Stallholders are not to lodge these individually to the Town – rather, stallholders are to simply submit their

completed Temporary Food Business application within their overall Pasar Malam stall application (online). No additional charges will be incurred for the procurement of temporary food business permits. The only fees payable for the event are the overall stallholder fee, and refundable bond deposit (see sections 2 and 3).

**4.1.3** All stalls require an approved Temporary Food Business Permit for this event in order to trade. Stalls who have their Temporary Food Business Permit rejected by the Town of Victoria Park will be unable to attend the event, and the lease agreement will be terminated. All fees will be refunded to the stallholder in full, including the bond deposit.

**4.1.4** Should a stallholder's temporary food business permit have been initially approved, but later revoked by the Town of Victoria Park due to negligence or non-compliance of the stallholder (as determined by the Town of Victoria Park), the stall will have no further permission to trade, and the Curtin Student Guild will terminate the operation of the stall and this lease agreement immediately. The stall fee will NOT be refunded, and the total bond deposit will be forfeited.

## **4.2 Sale of product**

**4.2.1** Any and all products being sold or distributed from stalls at the event must have been declared in the initial application form, and approved by the Curtin Student Guild.

**4.2.2** The sale of alcohol, drugs and any other illegal items (e.g. pirated compact discs) is strictly prohibited. Please check with the Curtin Student Guild prior to payment of stall fee if unsure. Products or advertising that are/is offensive and deemed inappropriate, such as pornographic materials, are/is also strictly prohibited.

**4.2.3** Food sold must comply with proper food hygiene standards as defined by the relevant State regulations and the Town of Victoria Park.

**4.2.4** Stalls are required to occupy their stall space and make every reasonable effort to have enough product on hand, for the entire designated duration of the event.

## **4.3 Public Liability & Insurance Requirements**

**4.3.1** Stallholders must, at their own expense, effect and maintain for the duration of the stallholder's service at the event, a policy of Public Liability Insurance in the minimum sum of ten million Australian dollars (\$10 000 000), covering all loss, damage or injury to person or property (including death) caused by the stallholder, its employees, or its agents, as well as the amounts of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Curtin Student Guild and/or Curtin University as aforesaid in respect to any loss, damage or injury (including death).

**4.3.2** Stallholders acknowledge and agree that the Curtin Student Guild and Curtin University will not be held liable or responsible in any manner whatsoever for any loss or damage (including, but not limited to, personal injury, consequential loss or any other form of indirect loss of damage) that they may incur or sustain in connection with, or arising out of, their participating at Pasar Malam at Curtin University premises.

## **4.4 Photography at event and use of images**

**4.4.1** Photos and video may be taken at the event for Guild promotional material. Stallholders agree to the use of their image for this purpose by the Curtin Student Guild. Images remain the property of Curtin Student Guild.

**4.4.2** The Curtin Student Guild retains the right to distribute these images to commercial and other partners.

## **4.5 Safety and firefighting equipment**

**4.5.1** All stallholders must supply their own fire blankets and fire extinguishers as part of their stall set up at Pasar Malam. The fire blankets and extinguishers provided must be appropriate to combat the proposed form of food preparation and likely associated fire risk (i.e. oil/fat fires). Failure to supply appropriate firefighting equipment - as advised within the Stallholder Pack and at the mandatory pre-event briefing (4.8) - will result in immediate eviction from the event. No refund of stall fee will be issued, and the full bond deposit will be forfeited.

**4.5.2** It is the responsibility of stallholders to be trained in using such safety and firefighting equipment, as outlined within the Town of Victoria Park's food service guidelines, and as covered at the mandatory pre-event briefing (4.8).

#### **4.6 Cleanliness, hygiene & damages**

**4.6.1** Stallholders are fully responsible for the cleanliness of the premises being leased. Stallholders will be held responsible for any oil/dirt/burns/damage to the ground of the stall, or on the stall marquee and/or nearby walls (where applicable).

**4.6.2** Stallholders must adhere to the food service guidelines, requirements, and directives as set by the Town of Victoria Park at all times during the Pasar Malam event.

**4.6.3** Stallholders, or the assigned personnel handling food, are NOT permitted to handle non-food items - including, but not limited to, cash / cards, cooking equipment, and waste - without washing their hands before and after.

**4.6.4** Stallholders must use the washing stations provided in stalls for only the washing of hands and cleaning of small utensils. The cleaning of food processing equipment and cooking equipment or appliances is not allowed on site, to prevent excessive waste. No other sources of water on site are to be used for washing/cleaning.

**4.6.5** No cooking utensils or equipment are to be washed in washrooms / toilet facilities.

**4.6.6** Stallholders must only dispose of waste (e.g. used hot oils, BBQ coals, hot water) at the designated appropriate waste disposal locations as per their Stallholder Pack and mandatory pre-event briefing (4.8). Please contact the Curtin Student Guild if unsure.

**4.6.7** Stallholders will be held liable for any damages incurred to the premises leased and equipment supplied at the event, including damages or loss of trade incurred to other stalls due to a stallholder's negligence (for example: table burnt, grass burnt, power tripped).

#### **4.7 Power supply and cooking appliances**

**4.7.1** Stallholders are required to provide an itemised, specific list of **ALL** electrical appliances that will be used at the event within their application form, including approximate wattage of each device. There is to be no use of equipment not declared within the original stall application form or otherwise explicitly approved in writing by the Curtin Student Guild prior to the event.

**4.7.2** Stallholders are required to bring their own extension cables for electricity. Cables must be pre-tested and tagged by a certified electrician for safety, at the stallholder's responsibility and expense.

**4.7.3** Only tagged and tested electrical appliances are allowed to be used at the event. Only Australian standard power plugs are permitted, and use of an adaptor will not be accepted. Absolutely no foreign or unsafe power plugs are to be used.

**4.7.4** Category A, Category B, and Category D stalls are provided with, and limited to, 1 x 10amp power board with 2 (two) x 10amp active sockets, which all items must run through. Category A, Category B and Category D stallholders are not permitted to bring generators to the event.

- 4.7.5** The use of double adapters and additional power boards is strictly prohibited.
- 4.7.6** Category A, Category B and Category D stallholders are only permitted to use a maximum total of 10amps worth of electrical appliances in their stall at any given time. The use of 15amp electrical appliances is strictly prohibited.
- 4.7.7** Category C stalls have no access to power outlets or on-site electricity at the event. Food trucks/vans must be either self-powered, or use a generator that the stallholder themselves provides. Please refer to section 2 and item 5.5 for stall category specifications and eligibility criteria.
- 4.7.8** Any gas appliances intended for use at the event must have had their gas lines tested and tagged within the previous twelve months.
- 4.7.9** Any intended use of coals or open flame to prepare food must be clearly specified within the stall application, in order for the event organisers to place such stalls within an appropriate area for ventilation and safety purposes.
- 4.7.10** Stallholders must obey the direction of the event electrician at all times. Anyone breaching power rules or disobeying an order from the electrician will be evicted from the event immediately, with no refund of stall fees or bond deposit to be given.

#### **4.8 Mandatory pre-event briefing**

**4.8.1** Stallholders are required to attend an on-site pre-event briefing, at a time to be confirmed. This briefing must be attended by at least one nominated stall supervisor (per stall) who will be on site at the event itself. Such nominated individual/s will be responsible for ensuring that instructions relayed at the briefing are adhered to for the duration of the event (including bump-in and bump-out).

The briefing includes, but is not limited to, evacuation processes, operational health and safety regulations, bump-in and bump-out procedures, and local government requirements, and is aimed at making the event safer for stallholders, staff, and patrons. Failure to attend the briefing will result in termination of the lease agreement, with the full stall fee retained by the Curtin Student Guild. Only the bond will be refunded.

#### **4.9 Timings**

- 4.9.1** The event runs from 5pm – 10pm on Friday 20<sup>th</sup> October, 2017. Stallholders are permitted and expected to trade strictly within these hours.
- 4.9.2** Stallholders may only bump-in and bump-out within the designated timeframes as outlined within their Stallholder Pack, and in accordance with the instructions given within their Stallholder Pack and at the mandatory pre-event briefing (4.8).

## **5. Rights & Responsibilities of the Event Organiser**

- 5.1** The Curtin Student Guild, as the event organiser, reserves the right to reject any stall application at their sole discretion. Such decisions are final, and no correspondence shall be entered into.
- 5.2** The Curtin Student Guild reserves the right to withdraw any successful applicant due to any reason as determined by the organising committee (i.e. breach of stallholder's responsibilities prior to the event, or during the event). Any such decision made by the Curtin Student Guild is final.
- 5.3** The Curtin Student Guild will not be responsible for any losses or damages incurred due to negligence of stallholders throughout the event.

**5.4 Stall inclusions for Category A, Category B & Category D stalls:**

**5.4.1** A power board with only 2 x 10amp outlets including power supply. Australian Standard power plugs only, without any converter to be used.

**5.4.2** Two trestle tables with dimensions of approximately 1.8m x 0.6m each for stall frontage, and a third trestle table with the same dimensions for raised food storage and food preparation at the rear of the stall.

**5.4.3** An area of approximately 2.5m by 3m per stall, fully covered overhead. Stalls will either be contained in marquees, or located under existing building eaves. In fairness to all stallholders, and in consideration of the complex logistics involved and the volume of stallholders at the event, stallholders are not permitted to choose their stall's location within the event area. Stallholders are also not permitted to select whether their stall is located under eaves or within a marquee.

**5.4.4** A hand washing station will be provided to each stall.

**5.4.5** A washing station for the cleaning of small utensils will be provided to each stall. Please refer to items 5.5.4 and 5.5.5 for further information and instructions on the appropriate use of this station.

**5.4.6** Basic stall lighting will be provided per stall, however stallholders are encouraged to bring additional lighting should they wish to do so, provided that the total maximum power allocation per stall is not exceeded, in keeping with item 4.7.

**5.4.7** Access to shared cool room facilities for the event are available free of charge to stallholders who request this in their stallholder application form. Individual vendor cool rooms are unable to be accommodated on site. The Curtin Student Guild accepts no responsibility for the security of food stored in shared cool room/s during the event – this is a shared space by all vendors, and food is stored therein at the stallholder's own risk. The Curtin Student Guild strongly recommends all items stored in this space be clearly labelled with your stall name, contact name, and a contact number.

**5.4.8** An additional trestle table can be provided to applicants, if requested in the stallholder application form. An additional charge of AU\$20.00 per table will be applied. On the day of the event, no additional tables will be provided. Extra tables must be requested and paid along with the original application and invoice. Requested tables that are not paid for will not be provided.

**5.5 Stall inclusions for Category C stalls:**

**5.5.1** A suitable space will be provided in which the vendor may park their food truck or van, and given permission to trade at the event.

**5.5.2** Access to shared cool room facilities for the event are available free of charge to stallholders who request this in their stallholder application form. Individual vendor cool rooms are unable to be accommodated on site. The Curtin Student Guild accepts no responsibility for the security of food stored in shared cool room/s during the event – this is a shared space accessed by all vendors, and food is stored therein at the stallholder's own risk. The Curtin Student Guild strongly recommends all items stored in this space be clearly labelled with your stall name, contact name, and a contact number.

**5.5.3** No further provisions are included for Category C stalls. This includes, but is not limited to, access to power, hand-washing or dishwashing facilities, and waste disposal.

**5.6** In the event of any dispute between the Curtin Student Guild and a stallholder, the decision made by the Curtin Student Guild is final.

**5.7** Pasar Malam goes ahead rain or shine. The event will be cancelled only in cases of extreme weather (i.e. severe storms), or in response to a major security threat, at the recommendation of Curtin Student Guild, Curtin Health and Safety, Curtin Safer Communities Team, and/or Curtin Emergency Management. An event cancellation will only occur should there be deemed to be an inherent risk to the safety of staff, stallholders and patrons at the event. In the event that Pasar Malam is cancelled, all stallholders will be refunded their full stall fee and bond.

## **6. Breach of Contract**

- 6.1** If any breach of any item within this lease agreement has occurred - excluding items 1.6, 4.1.3, and 4.8 - the full bond deposit amount will be forfeited by the stallholder, and retained by the Curtin Student Guild.
- 6.2** In the case of breach of contract by a stallholder, where the breach is deemed to be a danger to others or unacceptable for the stall to continue its operation, the Curtin Student Guild reserves the right to terminate the operation of the stall immediately and without prior notice. In this case, the stall fee will NOT be refunded and the total stallholder bond will be forfeited.
- 6.3** Breach of any clause in the food service guidelines and regulations as issued by the Town of Victoria Park may result in actions (including termination of stall operation) taken by the relevant authorised officer from Town of Victoria Park. In this case, the stall fee will NOT be refunded, and the total stallholder bond will be forfeited.
- 6.4** Any costs incurred as a result of damage requiring repair, replacement, and/or maintenance of the stall premises or any equipment supplied, will be deducted accordingly from the stallholder's bond. If costs incurred due to repairs, replacement and/or maintenance of the stall premises and equipment supplied exceed the bond amount, the stallholder is fully liable to pay for such additional costs.
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## **Acknowledgement and Acceptance of Terms of Lease Agreement**

Please tick the box next to the affirmation statement:

I confirm that I have read, understood and agree to the Terms of Lease Agreement., and that I am authorised to enter into such an agreement of behalf of the business.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Stall / Business: \_\_\_\_\_

Position/Role in Business: \_\_\_\_\_