

Stallholder Lease Agreement

Curtin Student Guild Pasar Malam 2025

1. Application, Payment, and Cancellation

- 1.1** Stall applications for this event will only be accepted via the online application form, available via the Guild website.
- 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 organiser, the Curtin Student Guild.
- 1.3** Stall applications close 4pm Thursday 2nd October 2025.
- 1.4** Only *completed* stall application forms received before 4pm Thursday 2nd October 2025 will be considered.
- 1.5** Successful applicants will be notified by the Curtin Student Guild via email no later than Friday 10th October 2025, followed by the issue of an invoice. Full stall fee payment and bond are due by no later than Friday 24th October 2025. Payment options will be outlined within the aforementioned invoice.
- 1.6** Any stall application that is withdrawn or cancelled after 4pm on Friday 31st October 2025 will forfeit the related stall fee, however the full bond amount (AU \$100.00) will be refunded.

2. Stall Categories & Pricing

2.1 Category A: Verandah Stalls (No Marquee)

2.1.1 Stall fee: AU\$450.00 (inc. GST) per stall.

2.1.2 Stall dimensions: 2.5m x 3m

2.1.3 Stall infrastructure: Stall is located under pre-existing verandah eaves - no marquees can be accommodated. Existing building infrastructure forms the overhead canopy for stalls in this category, and no floor-to-ceiling side walls enclose stalls. Stall barriers will be mid-height tables or fencing only.

2.1.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site bins.

Note: Category A vendors must supply own individual stall bins, handwashing stations, & dishwashing stations.

2.1.5 Restrictions: Stalls using a charcoal grill, gas stove, or BBQ are ineligible for this package due to fire safety restrictions.

2.1.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you an opportunity to either choose an alternative stall category or withdraw your application without financial penalty.

2.2 Category B: BYO Marquee Stalls

2.2.1 Stall fee: AU\$500.00 (inc. GST) per stall.

2.2.2 Stall dimensions: strictly 3m x 3m. If a larger or custom site is required, *additional fees will apply*. Any request for additional space must be clearly specified within the application form. Subject to capacity and event logistics, a corresponding quote for additional space will be issued by the event organiser, which must be accepted by the vendor in writing prior to the stall being approved.

2.2.3 Stall infrastructure: To be eligible for this stall category, vendors are required to supply and set up their own 3 x 3m marquee (or other size on request – see 2.2.2). The marquee must be brought to site and erected by the vendor the day prior to the event, as per instructions provided to you by the event organiser. The marquee must be in good condition and appropriately weighted on all four corners (e.g. water weights, sandbags, etc. - no pegs / ropes permitted). The marquee must have three walls affixed, in accordance with the Town of Victoria Park's temporary food stall requirements. Stalls will be located on pre-sealed paved flooring. Vendors are not required to provide stall flooring.

2.2.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site bins.
Note: Category B vendors must supply own individual stall bins, handwashing stations, & dishwashing stations.

2.2.5 Charcoal grills & BBQs: Manor fencing will be provided for stalls using charcoal grills and BBQs, in order to create a small secure area in which to operate these appliances safely (i.e. external to marquees).

2.2.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.3 Category C: Premium Marquee Stalls

2.3.1 Stall fee: AU\$700.00 (inc. GST) per stall.

2.3.2 Stall dimensions: 3m x 3m

2.3.3 Stall infrastructure: A premium waterproof marquee will be provided and set up in full by event contractor prior to vendor arrival. Marquee includes three detachable walls. Appropriate sealed flooring will be provided, in accordance with the Town of Victoria Park's temporary food stall requirements.

2.3.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, individual stall bin and bin bags, individual stall handwashing station, individual stall dishwashing station, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site skip bins.

2.3.5 Charcoal grills & BBQs: Manor fencing will be provided for stalls using charcoal grills and BBQs, in order to create a small secure area in which to operate these appliances safely (i.e. external to marquees).

2.3.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.4 Category D: Food Trucks, Vans, or Trailers

2.4.1 Stall fee: AU\$550.00 (inc. GST) per vehicle.

2.4.2 Stall dimensions: Maximum vehicle length of 7m. Larger vehicles or additional space requirements will be assessed on request. Additional fees may apply.

2.4.3 Stall eligibility: This category is only available to registered commercial food businesses operating from a fully self-contained food van, trailer or truck. Vendors are reminded that Pasar Malam takes place within the core of an operating university campus. Vendors are required to take full responsibility for their ability to safely and competently manoeuvre and position their vehicle in tight spaces amidst buildings and gardens, noting that substantial pedestrian foot traffic may also be present.

2.4.4 Included equipment and amenities: A suitable space will be provided in which the vendor may park their food truck or van and trade at the event. Access to all shared amenities except the on-site cool room are also included (see 5.4). *Note: No access to power is included for this category. Vehicle must be self-powered, or the vendor must provide their own generator.*

2.4.5 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you an opportunity to either choose an alternative stall category or withdraw your application.

2.5 Additional Charges

2.5.1 Should your power requirements exceed the power allocation within your chosen stall category, additional power can be purchased at a rate of \$100 per 10AMP power board, or \$150 per 15AMP lead. Additional power must be requested within the original application, and will be included in your invoice for payment prior to the event. Likewise, should the event organiser determine that your power usage on the night is likely to exceed the standard power allocation within your chosen stall package, you will be required to pay a surcharge for your additional usage requirements at the rates mentioned above. All electrical equipment will be provided by the event organiser and installed prior to the event - *stallholders are strictly not permitted to bring any electrical equipment aside from cooking / stall equipment (i.e. no BYO extension leads, power boards etc.).*

2.6 Not-for-Profit Discount

2.6.1 Not-for-profit groups are eligible for a 10% discount on the listed price for each of the stall categories listed above.

2.6.2 To qualify for the not-for-profit discount, the applicant must provide documentation verifying not-for-profit status.

3. Bond

3.1 All stallholders are required to put forward a bond deposit of AU\$100.00.

3.2 The full bond deposit amount of AU \$100.00 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 permission to trade has not been revoked by the Town of Victoria Park, and/or their relevant local authority, at any stage prior to, or during, the event.

3.3 If a breach of any item within this lease agreement has occurred - excluding items 1.6 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 In order to trade at this event, applicants require permission to trade within the Town of Victoria Park, which requires registration as a Food Business within the Town of Victoria Park, or their relevant local government authority. Further information can be found here: <https://www.victoriapark.wa.gov.au/business/apply/business-permits-and-approvals/temporary-food-business.aspx>.

4.1.2 Stalls who do not have permission to trade within the Town of Victoria Park and/or are not registered as a food business with their relevant local government authority a minimum of 21 days prior to the event, will not be permitted to attend the event, and this lease agreement will be terminated. Any fees will be refunded to the stallholder in full, including the bond deposit.

4.1.3 Should a stallholder's permission to trade within the Town of Victoria Park have been initially approved, but later revoked due to negligence or non-compliance of the stallholder (as determined by the Town of Victoria Park or relevant local authority), 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. In this instance, the following penalties will apply –

4.1.3.1 If more than 21 days prior to the event, the stall fee will be refunded in full, but bond deposit will be retained to cover administrative expenses.

4.1.3.2 If less than 21 days prior to the event - 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, illicit drugs or other illegal items (including pirated/counterfeit items) is strictly prohibited. Please check with the Curtin Student Guild prior to payment of stall fee if unsure. Products or advertising that are/is considered offensive and deemed inappropriate for a family audience, 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 on Curtin University's 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). Ensure fire extinguishers/blankets have been serviced and tagged (6 monthly). Failure to supply appropriate firefighting equipment - as advised within 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, nearby garden beds 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 their individual in-stall washing stations 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).

4.6.8 Stallholders are responsible for providing their own hand sanitiser (above 60% alcohol) which should be made easily accessible to patrons. Regular cleaning / disinfecting should be conducted for any high touch equipment (for example: counter tops, food prep surfaces, service areas, EFTPOS machines).

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 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.

4.7.3 Category A, Category B, and Category C stalls are provided with, and limited to, 1 x 10amp power board, which all items must run through. Category A, Category B, and Category C stallholders are not permitted to bring generators to the event.

4.7.4 The use of double adapters and additional power boards is strictly prohibited.

4.7.5 Category A, Category B, and Category C 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 unless booked within the original application, and paid for in advance.

4.7.6 Category D stalls (food trucks) have no access to power outlets or on-site electricity at the event, unless requested in their stall application and approved by the event organiser (additional fees will apply). Food vehicles must be either self-powered, or use a generator that the vendor provides. Please refer to section 2 and item 5.5 for stall category specifications and eligibility criteria.

4.7.7 Any gas appliances intended for use at the event must have had their gas lines tested and tagged within the previous twelve months.

4.7.8 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.

4.7.9 Stallholders must obey the direction of the event electrician and event organisers at all times. Anyone breaching power rules or disobeying an order from the electrician or event organiser 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 14th November 2025. 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).

4.10 Single use plastic packaging & consumables

4.10.1 As per WA State Government regulations, in an effort to promote sustainability, stallholders are not permitted to supply and use single-use plastic and polystyrene consumables at Pasar Malam. Stallholders must provide compostable, reusable or recyclable consumables and packaging (including, but not limited to, bottled water and drinks, cups for hot/cold drinks, plates and bowls, cutlery, straws, condiments, takeaway bags/containers).

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 Shared amenities and facilities:

□

5.4.1 All vendors – excluding Category D stalls - will have access to a shared on-site cool room at the event free of charge, provided they include this request 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, item description, contact name, and a contact number.

5.4.2 All vendors will have access to shared oil disposal drums at the event.

5.4.3 All vendors will have access to large shared skip bins at the event.

5.4.4 All vendors will have access to shared portable sinks / wash troughs at the event.

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

5.6 Event cancellation

5.6.1 Pasar Malam goes ahead rain or shine, except in case of emergency, security or safety threat, extreme weather, government directive, or other extenuating circumstance.

5.6.2 A decision to cancel the event will be at the determination of Curtin Student Guild, or at the instruction of Curtin University, or as required under government directive, legislation, or law.

5.6.3 In the event Pasar Malam is cancelled, stallholders will be notified directly via email and will be refunded their full stall fee and bond. No other compensation (financial or otherwise) will be provided to stallholders in the case of event cancellation.

6. Breach of Contract

6.1 If a breach of any item within this lease agreement has occurred, and unless otherwise stated, 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 due to damage to supplied equipment and/or event premises will be deducted accordingly from the stallholder's bond. If costs incurred from required repairs, replacement and/or maintenance of damaged stall premises and/or equipment exceeds the bond amount, the stallholder will be fully liable to pay for such additional costs.

Acknowledgement and Acceptance of Terms of Lease Agreement: Curtin Student Guild Pasar Malam 2025

Please tick the box next to the affirmation statement:

I confirm that I have read, understood and agree to abide by this Lease Agreement and the terms outlined therein, and I confirm 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: _____