



IT'S YATES SPRINGTIME AT ARALUEN: FOOD VENDOR APPLICATION FORM

Name: _____

Company/Organisation: _____

Postal Address: _____

Phone: _____ Email: _____

ABN: _____ Website or Facebook handle: _____

Type of vehicle: Van Trailer Marquess

Vehicle size: Length (in meters): _____ Height (in meters): _____

Fees include:

- Four staff passes
- Power - See T & C's on using own power cables and equipment

PERIOD	SITE FEE 3M X 3M	SITE FEE 6M X 3M
SHOULDER PERIOD (15th Aug - 2nd Sept)	\$170/day (Mon - Fri) \$190/day (Sat - Sun)	\$250/day (Mon - Fri) \$300/day (Sat - Sun)
PEAK PERIOD (3rd Sept - 26th Sept)	\$200/day (Mon - Fri) \$250/day (Sat - Sun)	\$300/day (Mon - Fri) \$350/day (Sat - Sun)

Please tick what you require and write the quantity required (in numbers) if any.

Site Size: 3m x 3m Qty: _____

6m x 3m Qty: _____

Power: 10 Amp Outlet Qty: _____
(included in the site)

15 Amp Outlet Qty: _____

Cable Hire: 10 Amp Cable Qty: _____
(\$25 per cable/day)

15 Amp Cable Qty: _____



IT'S YATES SPRINGTIME AT ARALUEN: FOOD VENDOR APPLICATION FORM

Attendance Dates:

WEEKENDS (SATURDAY & SUNDAY)	PLEASE TICK WHICH DATES APPLY TO THIS REQUEST
20th August & 21st August	<input type="checkbox"/>
27th August & 28th August	<input type="checkbox"/>
*3rd September & 4th September (Father's Day weekend)	<input type="checkbox"/>
*10th September & 11th September	<input type="checkbox"/>
*17th September & 18th September	<input type="checkbox"/>
*24th September, 25th September, 26th September (Long Weekend - incl. Monday PH)	<input type="checkbox"/>

*Peak period fees apply

WEEKDAYS (MONDAY TO FRIDAY)	PLEASE TICK WHICH DATES APPLY TO THIS REQUEST
22nd August - 26th August	<input type="checkbox"/>
29th August - 2nd September	<input type="checkbox"/>
*5th September - 9th September	<input type="checkbox"/>
*12th September - 16th September	<input type="checkbox"/>
*19th September - 23rd September	<input type="checkbox"/>

*Peak period fees apply

All dates are inclusive and vendors must attend on each day. Single day trading is not available.

Vendors must bump in and out per the Terms and Conditions of application.

All Terms and Conditions apply to successful applications.



VENDOR TERMS AND CONDITIONS

1. The Event organiser is committed to provided with the following for the duration of their hire agreement:
 - a.) Reasonable power access to meet needs in accordance with application. However, it is recommended that vendors bring their own generator as a back-up source in case of power outage or other issues.
 - b.) WiFi access. However, it is recommended that vendors bring a Testra sim card and cash as a back-up source. The Park has limited reception.
 - c.) Four (4) x staff passes for use on the dates of trading as requested. Validity dates apply
 - d.) One parking bay will be allocated to each stall site for the duration of their hire.
 - e.) A reasonable number of waste bins for vendors. Vendors will have access to a designated waste zone to dispose of their waste and large packaging. Once the allocated bins are full, further waste is the responsibility of the vendor and NO waste is to be placed in customer waste wheely bins. Vendors must NOT move the wheely bins.
2. All fees are payable on receipt of invoice. Failure to meet payments will exclude any further engagement with Araluen Botanic Park Foundation and result in necessary legal action to recover unpaid monies.
3. All monies paid are non-refundable; If the event is rendered impossible by reason of Force Majeure (including any act of God, war, terrorism, fire, flood, cyclone, or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, state and/or federal government restrictions, including but not limited to restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the organiser's services beyond its control), the organizer may, at its absolute discretion, offer the Vendor a refund of a portion of or all monies paid to the organizer, offer a credit for such monies and or vary the hire agreement to allow the services to be provided as varied. In the circumstances where the agreement is varied by the organizer, the Vendor shall not have any claim against the organizer.
4. Vendors must have their own Public Liability Insurance covering against any occurrence attributable to the activities of any persons for whom they are directly responsible for and injury to any other person to be able to trade as a vendor at Its Yates Springtime at Araluen.
5. The Vendor releases, waives, discharges and indemnifies the organizer from any and all claims and actions which may be made by the Vendor or any third party, or on the Vendor's or any third party's behalf, for loss in any way related to the hire agreement, the services provided by the Vendor, any breach of the Terms and Conditions and any unlawful or negligent act or omission, including but not limited to property loss or damage, bodily injury or death.
6. The organizer shall not in any event be liable for contingent, consequential, indirect, special and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice) and strict liability or otherwise.
7. Vendors will be responsible for all property and items hired and for use or display at their site.
8. Vendors are required to keep their site area in a clean and tidy condition for the duration of their hire and abide by COVID Safe rules and social distancing regulations at all times.
9. Any costs incurred due to breaching Covid-19 rules under appropriate stage of government instructions, damage to stalls or other equipment will be oncharge to store holders.
10. The stallholder must comply with all statutory laws and in particular the following:
 - i.) Compliance with health regulations is essential and approval must be obtained from the applicable Local Government/ Council for the sale of food and other consumable items (must comply with Food Act 2008).
 - ii.) Vendors are responsible for ensuring all power cords or equipment are appropriately tagged by a qualified electrician and Form 5 - Certificate of Electrical Compliance must be completed in accordance with the Occupational Health and Safety Act requirements
 - iii.) Vendors using gas appliances are responsible for completing the checklist (page 15 to end): http://www.commerce.wa.gov.au/sites/default/files/atoms/files/use_of_gas_appliances_in_public_venues.pdf
 - iiii.) Along with all health regulations Vendors must follow all COVID-19 regulations put in place by governing bodies and display their own business plan at all times



VENDOR TERMS AND CONDITIONS

11. All vehicles must be off site by 08:30am daily.
12. Vendor deliveries to the park must be between the hours of 7.00 to 8.30am ONLY during the festival.
13. All Vendors must remain open and trade between 09:00am-5:00pm each day for the duration of their hire. These hours are flexible and dependent on weather and patronage at the discretion of Park management only. Park opening hours are 09:00am - 6:00pm each day. Vendors must be out of the Park by 6pm.
14. The Park is a garden open to the elements. In the event of inclement weather the organizer reserves the right to cancel the hire agreement/event with immediate effect. The organizer is unable to offer a refund in the case of inclement weather.
15. Access to the Park will be through the Caretakers gate which is 200m past the main gate and parking will be available in the carpark located just inside the gate. Araluen will advise you as to where you will be set up for the event.
16. The organiser will use its best endeavours to make the event sustainable and as environmentally friendly as possible, but makes no guarantees as to returns for individual Vendors at this event.
17. If any provision of the Terms and Conditions is wholly or partly invalid, unenforceable, illegal, void or voidable, the Terms and Conditions must be construed as if that provision or part of a provision had been severed from the Terms and Conditions and the parties remain bound by all of the provisions and part provisions remaining after severance.
18. The Terms and Conditions and the hire agreement will be governed and construed in accordance with the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia for determination of any dispute claim or demand arising out of the Terms and Conditions and or the hire agreement.
19. Payment of the invoice issued by the organizer will be deemed acceptance of these additional Terms and Conditions.

*****Before signing please read Terms and Conditions carefully as they will be applicable to the contract if your application is accepted.*****

Please include with your application a copy of the following documents:

- Public Liability Insurance
- Food Business Registration
- Food stall permit from the City of Armadale (if you already have one)
- Proposed menu including indicative prices

Name (please print): _____

Signature: _____ Date: _____

Araluen Botanic Park Foundation, 362 Croyden Road. Roleystone. 6111 | **Ph:** 9234 2217

E: events@araluenbotanicpark.com.au | **W:** www.araluenbotanicpark.com.au