



**ORD  
VALLEY**  
*Events* <sup>INC.</sup>  
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**PRESENTS**

**TASTE  
OF THE  
KIMBERLEY**

**30 & 31 AUGUST 2024**

T A S T E O F T H E K I M B E R L E Y . C O M . A U

# TASTE OF THE KIMBERLEY 2024

Taste of the Kimberley provides an opportunity for the region's Agriculture and produce to be accessible and celebrated through the agritourism platform. Consumers can connect with and learn more about the region through experiences that offer first-hand interactions with producers and makers in the region.

If you are a food vendor with quality food offerings and can feature Kimberley Food as a hero ingredient(s), the Board welcomes your expression of interest to participate in the **2024 FEASTival, held on Friday 30<sup>th</sup> August.**





## APPLICATION PROCESS

Food vendors can register their interest by completing a Food Vendor Expression of Interest (EOI) Application Form.

## HOW TO APPLY

Vendors are required to read the EOI information pack including the selection criteria and terms and conditions of trade prior to submitting an application.

Once satisfied that the selection criteria and terms and conditions have been met, complete the Food Vendor EOI Application Form located on the event website [tasteofthekimberley.com.au](http://tasteofthekimberley.com.au).

Vendors who are selected to trade will be contacted a minimum of one month out from an event to confirm their interest and availability.

## MANDATORY REQUIREMENTS

### FOOD BUSINESSES

- A Certificate of Currency for public liability insurance.
- Evidence of food registration with the relevant Local Government Authority(LGA).
- A copy of a recent inspection report(completed within the six months prior to the event date) from the relevant LGA.

### NOT FOR PROFIT GROUPS

- A Certificate of Currency for public liability insurance (if available).
- Comply with requirements of LGA



## SUPPORT MATERIAL

Detailed menu including identification of Kimberley Fresh produce

- Provide a breakdown of menu pricing.
- Images of the products that will be sold, if available.
- Images of the food structure/truck, if available. Please ensure information and detailed support materials are included in your application.

## SELECTION CRITERIA

Applications will be assessed the quality of the food menu, evidence of Kimberley "hero" ingredient(s) and overall presentation.

### FOOD MENU

- Professionally presented food offerings
- Diverse menu that can serve diverse customer groups with offerings at various price points.
- Offering healthy food and drink options
- Using local fresh, seasonal and high-quality produce.

### PRESENTATION

- High-quality presentation of the food truck/stall including clean equipment, clear signage and menus.
- Professional staff standards (neat hair, appropriate clothing and footwear).
- Space and power requirements (in relation to the event site)

### OTHER CONSIDERATIONS

The selection of food vendors is at the board of Ord Valley Events' sole discretion.

# **VENDOR TERMS & CONDITIONS OF TRADE**

The following Terms and Conditions apply to all food vendors who are selected to trade at an event during Taste of the Kimberley.

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

### **1.1. INSPECTION OF SITES**

It is the responsibility of the food vendor to trade in accordance with all relevant legislative requirements including the Shire of Wyndham East Kimberley'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 Ord Valley Events Inc. or 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 food Board or the Shire.

### **1.2. FOOD SAFETY**

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 SWEK 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 for each event.

Additionally, the Board requires a copy of a recent inspection report from the relevant Local Government Authority. Where an inspection has not taken place within six months prior to the event date, or the inspection report indicates compliance issues, another inspection may be required before approval to trade is granted. An inspection may be conducted by Shire's Environmental Health Officers at a cost to the food vendor.

### **1.3. STRUCTURAL SAFETY**

Stallholders' structures will be required to comply with safety standards and have an assessment of structural sufficiency. Stallholders may be asked to submit a certification by a suitably 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. The Board has the right to reject a stallholder's involvement in Board's events due to their site being unsafe or inappropriate.

### **1.4. ELECTRICITY SAFETY**

All food vendors must ensure all electrical devices installed at the event are compliant with the ANZ standard 3002 (Electrical Installations: Shows and Carnivals) ensuring all equipment is tagged and tested to AS/NZS 3760:2010. On event day a licensed electrician may be onsite to inspect all electrical devices and cables being utilised by food vendors, where required the electrician will undergo testing and tagging of equipment to ensure all equipment is compliant with standard 3002 (Electrical Installations: Shows and Carnivals) at the cost of the vendor. Any food vendors that are not compliant with the standard mentioned above will not be permitted to trade.

### **1.5. GAS SAFETY**

If you are using LPG gas bottles, you need to ensure that your gas appliances comply with the WA Government guidelines.

## **2. ACCIDENTS, INCIDENTS AND RISK MANAGEMENT**

It is the responsibility of each food vendor to promptly report any incident to the Event Manager, 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 food vendors or the public
- Hazards and near misses

### **2.1. PERSONAL SAFETY AND SECURITY**

Food vendors are required to maintain an appropriate level of personal safety and security. The Board will not be liable for the loss of goods, cash or personal items or damage to any goods, including loss or damage resulting from on-site power failure.

### **2.2. WORK HEALTH & SAFETY**

All stalls must comply with the provisions of the Work Health and Safety Act 2011. This relates to ensuring that all equipment is certified as 'fit for purpose' and other compliance activities detailed in the document.

All incidents, near misses and hazards, must be reported as soon as practical to the OVE General Manager or OVE Board.

### **2.3. RISK MANAGEMENT**

Marquees, stands, fittings, tools and all goods or other articles brought onto the event area by the Vendor or their contractors will be at the sole risk of the Vendor. OVE will not be responsible for any loss or damage in any circumstance.

OVE is not responsible for any loss caused by failure of electricity and other services or for loss or damage arising directly or indirectly through war, acts of God, acts of terrorism, strikes, lock-outs, riots, pandemics, disturbances or commotions or other causes beyond the control of authorities within or outside the festival area.

## **3. TRADE REQUIREMENTS**

### **3.1. ATTENDANCE**

Payment of the food vendor fees constitutes an agreement by the food vendor to attend the event on the agreed dates. If unable to attend, food vendors must notify the Board a minimum of two weeks prior to the event day.

### **3.2. NON-REFUNDABLE TRADING FEES**

Only food vendors selected to participate will be required to pay a fee. All fees are non-refundable; however if events are cancelled due to COVID-19 restrictions, refunds will be permitted.

### **3.3. TRADING TIMES**

All food vendors must be set up and ready to trade by no later than 30 minutes prior to the commencement of the event. Food vendors must trade for the duration of the event. Food vendors must supervise their structure/truck for the duration of the event.

### **3.4. INFRASTRUCTURE**

The food vendor must provide all infrastructure requirements and catering equipment necessary for trade. All infrastructure must be stable and firmly secured to avoid the possible risk of injury. Please ensure that the infrastructure and equipment is set up and maintained in an appropriately safe and secure manner. Food vendors must confine their equipment, displays and signs to the 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. All signage must directly relate to the products being sold. No commercial signs will be permitted.

### 3.5. SITE LOCATION

Successful applicants will be advised of their site position after payment of fees is received and no later than one week before the event. Food vendors must advise the Board of their required site size when submitting their application. Food vendors with genuine practical or logistical reasons for requesting a particular location may contact the Board to discuss this request; however, there is no guarantee of the preferred position being allocated. Site areas will not be perfectly scaled on site maps. Food vendor sites may be relocated at any time and for any reason as required by the Board.

### 3.6. SUB-LETTING AND ASSIGNMENT

Food vendors are not permitted to share, sub-lease or assign a site to another person without the prior written approval of the Board. Vendors are not permitted to organise a replacement vendor if they are no longer able to attend the event, they must notify the Board to ensure adequate approvals can be collated prior to the event.

### 3.7. SUPERVISION OF SITES

Food vendor areas must be supervised at all times by an adult for the duration of the event day.

### 3.8. PUBLIC ADDRESS SYSTEMS AND HAWKING

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

### 3.9. DISPOSAL OF RUBBISH

The Board will provide general waste and recycling bins. It is the food vendor's responsibility to dispose of or remove any rubbish appropriately and ensure that the area is kept clean and tidy. Large boxes and packaging are not to be disposed of onsite. Food vendors are responsible for removing these items.

### 3.10. COMPETITIONS

Raffle tickets may not be sold, nor competitions run at any event without any necessary statutory approvals and without the prior written consent of the Board.

### 3.11. SAMPLES, TESTERS AND PROMOTIONAL FLYERS

Product samples or testers and promotional flyers may not be distributed at the event outside the confines of your stall site without the prior written consent of the Board.

## 4. ACCESS

### 4.1. SET UP / PACK DOWN TIMES

Set-up - Successful applicants will be provided with detailed bump-in/out instructions. These instructions will be emailed before each event and must be followed by all food vendors. Bump in/out instructions are subject to change and food vendors will be notified of any variation by the Board.

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

### 4.2. VEHICLES

While on-site, all vehicles must remain in first gear and keep their hazard lights on. A 5km speed limit applies at all times when driving on-site. All vehicles must be removed from the event area during trading periods. During trading times, no vehicles may enter the event area (excluding emergency vehicles).

Food Vendor Parking - Dedicated parking space is not set aside onsite for food vendor vehicles. Parking will be available near the site.



## 5. GENERAL STALL PRESENTATION

The visual appearance of your stall is important. If your stall operates from a Marquee/Pop-up structure, commercial quality, clean marquees must be used.

All signage must be professionally or artistically produced (no handwritten or word doc type signs). Any offensive signage, either in aesthetics or in content, and any advertising paraphernalia not directly related to your stall may be removed at the discretion of the OVE Board and staff.

Any back of house areas should be contained within your designated space, preferably within your marquee/food truck.

If your stall set-up is deemed to be unprofessional or not a reflection of your application, the OVE staff reserves the right to ask you to leave the festival site.

## 6. FOOD LICENCE

Stalls must hold a valid food licence issued by the SWEK.

Council officers reserve the right to inspect stall premises and request presentation of all relevant documentation at any time during the festival set up, operation and dismantle.

Food Businesses found to be operating without a current licence will be required to cease selling or preparing food.

A copy of a current Food licence must be submitted to the OVE General Manager 2 weeks prior to the commencement of the first Taste of the Kimberley event.

## 7. PROMOTIONS

The food vendor consents to the Board using any photographs submitted as part of the food vendor's application to promote any Board event. The Board may engage photographers to record activities on event days. The food vendor consents to any photos of the food vendor or food vendor's produce taken by the Board's photographers to be used for promotional or archival purposes.

## 8. SALES

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

## 9. CANCELLATION BY THE BOARD

The Board reserves the right to cancel the approval for any food vendor without refund and/or ban the food vendor from participation in future event days if it determines that the food vendor has breached any of the Terms and Conditions; or the food vendor is selling goods other than those specified in its application, without the prior written approval of the Board.

## 10. LIABILITY & INDEMNITY

The Board shall not be liable for any injury, loss or damage incurred by a food vendor who trades at an event day unless such injury, loss or damage is caused by the Board's negligence. The food vendor agrees to indemnify the Board against any liability for injury, loss or damage which may be incurred as a result of the food vendor trading at an event day.

## 11. INSURANCE

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

## 12. AMENDMENTS

The Board reserves the right to amend the Terms and Conditions and will notify food vendors of any changes before they come into effect.

Margot McTaggart  
0475 306 091  
[gm@ordvalleyevents.com.au](mailto:gm@ordvalleyevents.com.au)  
[tasteofthekimberley.com.au](http://tasteofthekimberley.com.au)

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