

# 2017 Curtin University Food Truck Program

## 1. Background

Curtin University is Western Australia's largest, most multicultural university with more than 50,000 students from 115 countries, congregating on a 114 hectare campus in Bentley with a larger footprint than the Perth CBD! (please see map).

Place Activation at Curtin hosts a variety of fun, engaging activities and events each week, including outdoor entertainment, student art projects, live music and cultural celebrations. These activities all build a lively atmosphere around the cornerstone of our successful food truck program.

Curtin's Park'd Food Truck Program was a first for Perth, when introduced in 2013 as a key element of a five-year 'Place Activation Plan' to revitalise the public spaces at the Bentley campus.

The Program continues to grow and diversify its multicultural offerings as the Place Activation team plans an ever-more vibrant campus towards 2020.

## 2. Scope of Services

Selections of vendor trucks are at Curtin University's discretion in-line with the following profile.

Bentley campus hosts fourteen food truck, and five cart, positions of the following sizes:

- Food Trucks – maximum size of 6.5m long, 3.1m wide and 3m tall.
- Food Carts – maximum size of 3.5m long, 2.5m wide and 3m tall.

Curtin's Food Trucks and Carts have the following qualities:

- Fresh, seasonal, and healthy, high-quality food and beverage
- Reasonable price point for students and staff
- Contribute to Curtin's culturally diverse retail offerings
- Attractive truck/cart (good condition, fun/stylish branding)
- High standard of customer service
- Strong social media presence
- Independent, unique, local WA food business (not perceived as part of a large commercial chain)
- Trucks/carts fit within the size limits mentioned above
- No ownership of similar food/beverage business within a 500m radius of Bentley campus.

We also encourage:

- Dietary consideration – vegetarian, vegan, halal, gluten-free, hormone-free, and organic options.
- Single-use plastics – plastic free cutlery/crockery to assist us reduce our environmental footprint and achieve our green goals.

We will also consider:

- The number of trucks and existing retail outlets offering a similar product on campus.
- Strength of support material you supply (product photos, links to social media etc.).

Successful applicants will attend an on-site orientation on 10 July 2017 to familiarise themselves with the campus, vendor locations and entry and exit points.

## Fees

The fees associated with being included in the Food Truck Program are detailed here:

\$800 Semester One – 27 February - 29 June 2017

\$800 Semester Two – 31 July - 30 October 2017

- Successful applicants will be offered and guaranteed a minimum of two days per week on the roster; however vendors cannot request which particular days.

Conditions:

- Semester One applications open in October and trucks will be notified in December. Semester Two applications open in April and trucks will be notified in June.
- Campus events, alternative activities or construction may require the space usually set-aside for food truck locations, which means less rostered days in some given weeks.
- Trading is only optional during semester break, student free and study weeks.

## How to apply:

Read the Curtin University Food Truck Program Terms and Conditions to ensure this program is for you.

All applications are made via the on-line application form, available from Curtin University's website:

<http://www.curtin.edu.au/socialmedia/parkd-form/index.html>

Complete the on-line application form

AND

Submit the following support material:

1. Images of your products (maximum 10 images)
2. Images of your cart or truck (maximum four images)
3. A copy of your Australian Business Number (ABN)
4. A copy of your Public Liability Insurance (minimum value of 10 million for each occurrence)
5. A copy of your Business Registration with your Local Government Authority
6. A copy of your comprehensive Motor Vehicle Insurance
7. A copy of your Worker's Compensation Insurance (if you hire employees)
8. A copy of your most recent food inspection report
9. PDF version of your menu with prices

*If you re-apply for Semester Two you will not be required to re-submit these items.*

**Applications close Wednesday 19 April 2017, 4.00pm**

If you are unable to access the form

OR you have any general queries regarding your submission, please contact Program Manager:

Talei Howell-Price

Place Activation Project Officer

T: 9266 3206

E: [talei.howell-price@curtin.edu.au](mailto:talei.howell-price@curtin.edu.au)

# Terms and Conditions of Trade

## 2017 Curtin University Food Truck Program

### Important Notes

- Completion of the 2017 Curtin Food Truck Program Application Form ('Application') constitutes acceptance of the Terms and Conditions of Trade by the applicant.
- Submission of an application does not guarantee selection.
- Curtin University reserves the right to prohibit trade by any vendor not complying with the Terms and Conditions of Trade, and may also bar the vendor from trading at future University events.

The following Terms and Conditions of Trade apply to all vendors who have received approval from Curtin University to trade on the Bentley campus in 2017.

### Health and Safety Requirements

#### 1. Inspection of Vendors and Permits

- 1.1 It is the responsibility of the vendor holder to trade in accordance with any applicable Federal, State and Local Government laws.
- 1.2 It is the responsibility of the vendor holder to hold a current Temporary Food Business Permit by the Town of Victoria Park and provide Curtin University with a copy of the permit and proof of payment.
- 1.3 Vendors not meeting the Town of Victoria Park's minimum health and safety requirements will not be permitted to trade until the required improvements are made to the satisfaction of the Town.
- 1.4 Vendors will be required to conduct an on-site induction to establish electrical and environmental compliance in the first or second week of trading on campus. [A copy of all certificates and permits must be placed in a visible place on the truck at all times.]
- 1.5 Comply with the smoking prohibitions on campus and Curtin University's no smoking policy.

#### 2. Structural Safety

- 2.1 Any tables, tablecloths, chairs and display materials are to be provided by the vendor holder.
- 2.2 All items must be stable and firmly secured, set up and maintained in a safe and secure manner and allow adequate egress for foot traffic and emergency vehicles.

#### 3. Electrical Safety

- 3.1 All vendors must comply with electrical regulations as per the Town of Victoria Park permit.
- 3.2 Vendors must supply their own extension cords and power boards.
- 3.3 All external connections require an IP56 external grade connector for the electrical boxes on campus.
- 3.4 All electrical equipment must be tagged in accordance with the requirements of Western Power and AS 3002-1985.
- 3.5 Electrical cords will not be allowed to cross public access ways and must be fully secured. Any loose cords, which could cause a trip hazard, or non-compliant cords will be removed.
- 3.6 Curtin University supplies 2x15AMP power for your use. Generators are not to be used on campus. Curtin University cannot guarantee continued power, failure or interruptions in power may occur and the vendor must have provision for this in their insurance.

- 3.7 Curtin University has a qualified electrician on-site who will carry out spot checks and will issue instructions as required to ensure compliance to the above.

#### **4. Sale of Food**

- 4.1 Food preparation, handling and storage must be in compliance with all legislative and regulatory requirements, including WA Department of Health and the Town of Victoria Park's requirements and Curtin University's compliance requirements.
- 4.2 All vendors selling food (either pre-packaged or fresh food) need to be registered with the Local Government Authority in whose jurisdiction the business is based (Town of Victoria Park), and must provide evidence of such registration via email upon application to Curtin University.
- 4.3 Additionally, Curtin University requires a copy of a recent inspection report from the relevant Local Government Authority. Where an inspection has not taken place within the previous six months or the inspection report indicates compliance issues, another inspection will be required before approval to trade on campus is granted.
- 4.4 Vendors are responsible for the transport of food truck goods to and from campus each day.

#### **5. Accidents, Incidents and Risk Management**

- 5.1 It is the responsibility of each vendor to make daily risk assessments and promptly report to Curtin University any and all risks or incidents, including:
- 5.2 The vendor will be made legally responsible for: any Property Damage that the vendor, its employees or contractors cause to any part of the campus or properties thereof;
- 5.3 Any illness, accident or injury, including those of suspected food-poisoning.
- 5.4 The vendor is responsible for ensuring all equipment is regularly serviced, maintained and secured.

#### **6. Anti-social behaviour**

- 6.1 Any other issues raising concern for the health (including wellbeing), safety or security of vendors or the public.

#### **7. Personal Safety and Security**

- 7.1 Vendors are responsible for their own personal safety and security. Curtin University will not be liable for the theft, damage or loss of vehicle, trailer, cash, personal effects, stock, merchandise, or any other goods. This includes trucks/carts left on campus overnight.

## **Trade Requirements**

### **8. Attendance**

- 8.1 Payment of vendor fees constitutes agreement by the vendor to attend on the rostered dates.
- 8.2 If unable to trade vendors must notify Curtin a minimum of two weeks prior to the event.
- 8.3 All fees are non-refundable.
- 8.4 Failure to regularly attend on the rostered dates may result in Curtin University withdrawing permission for the vendor to trade on campus.

### **9. Trading Times**

- 9.1 All vendors must be set up and ready to trade by no later than 11.00am on each day of trade.
- 9.2 Vendors must trade until 3.00pm on each day of trade.
- 9.3 Vendors must trade for the entire trading period. Trading earlier and later than these times is permitted and optional. If the vendor sells out of produce the vendor must place a sign notifying staff and students for the reason of early closure.
- 9.4 Trading structures are on-site:  
SEMESTER ONE: 27 February 2017 – 29 June 2017, 8.30am-3.30pm  
SEMESTER TWO: 31 July 2017 – 30 October 2017, 8.30am-3.30pm
- 9.5 Semester break, student free and study weeks are optional and can be negotiated with the Place Activation Project Officer.
- 9.6 Successful applicants will be provided with a calendar of campus dates.

### **10. Vendor Locations**

- 10.1 Successful applicants will be advised of their designated location via email the week prior to trading.
- 10.2 Rotation through locations is not guaranteed.
- 10.3 Location requests will not be considered.
- 10.4 Vendors may be relocated at any time and for reasons required by Curtin University business.

### **11. Public Address Systems and Hawking**

- 11.1 Loud or amplified product promotion or music by vendors is not permitted. Soft, localised, ambient music may be appropriate with consideration of fellow vendors and location on campus. Public address systems are not to be used.

## **12. Disposal of Waste**

- 12.1 Curtin University operates a 'Green Campus' aimed at reducing its environmental footprint in energy, water use and waste. Vendors need to comply with the Curtin University Environmental Guidelines (successful applicants will be sent a copy) and Town of Victoria Park requirements.
- 12.2 All trucks/carts need to be self-contained for water supply and waste water. All waste is to be removed from campus.
- 12.3 It is the vendor's responsibility to dispose of or remove any rubbish from campus (not in campus waste bins) and ensure that the vendor area is kept clean and tidy at all times.
- 12.4 Large boxes and packaging are not to be disposed of onsite; vendors are responsible for removing these items from campus.

## **Access**

### **13. Vehicle Access and Movement**

- 13.1 The Curtin University campus is a pedestrian zone. Access and traffic movement within the campus is strictly limited with no vehicle movement permitted in the core between 9.00am and 3.30pm.
- 13.2 Vehicle access times are outlined below:
- 13.3 Entry prior to 9.00AM only (late vendors will not gain access to trade after this time).
- 13.4 If you require a vehicle to pull a trailer, that vehicle must exit the campus by 9.00AM.
- 13.5 Exit after 3.30pm only (there will be no exceptions for early exit).
- 13.6 No vehicle movement is permitted on campus between 9.00am and 3.30pm.
- 13.7 Vendors are required to comply with all requests and instructions by Curtin University or their representatives with regard to traffic management.
- 13.8 Breaches of these stipulations will attract penalties.

### **14. Vendor Parking**

- 14.1 Dedicated parking spaces are not set aside for vendor vehicles. Paid parking is available on campus.

## **Promotions**

### **15. Photography**

- 15.1 The vendor consents to Curtin University using any photographs submitted as part of the vendor's application, or from their social media pages to promote the Park'd Food Truck Program.
- 15.2 Curtin University will engage photographers at its discretion. The vendor consents to any photographs of the vendor taken by persons authorised by Curtin University to be used for promotional or archival purposes.

## 16. Sales

- 16.1 Although Curtin University is committed to a successful promotion and delivery of the Park'd Food Truck Program, Curtin University does not take any responsibility for the level of sales that each vendor makes.
- 16.2 Vendors must ensure their truck has adequate staffing at all times and that it is not left unattended at any time.
- 16.3 Vendors must have a \$10.00 meal or half serve/half price option on their menu. While Curtin University does not dictate serving sizes of meals we do expect value for money for our students and do closely monitor student satisfaction.
- 16.4 Vendors are required to provide the following information on a weekly basis through an online portal (by 9.00am Monday morning), if sales are not recorded Curtin University reserves the right to terminate the letter of contract. Weekly information required is as below:
  - Date
  - Location
  - Number of transactions
  - Gross Weekly Takings\*\*

*\*\*NOTE: this information will remain strictly confidential between Curtin University and the Vendor, it will:*

- NOT be released or circulated
- NOT be shared with any third parties NOT be used for any other purposes

## 17. Communications

- 17.1 Important announcements and weekly rosters from Curtin University are circulated via email.
- 17.2 It is the vendor's responsibility to ensure that they read and abide by all notices, respond by deadlines requested and always comply with the agreed roster.
- 17.3 The Park'd Food Truck Program operates under the dedicated Park'd Food Trucks @ Curtin University branding and the weekly roster is promoted through Curtin University's website and social media platforms, on the digital screens located across campus and through internal news forums.
- 17.4 Vendors are encouraged to post on the Park'd Facebook and Instagram sites.

## 18. Cancellation by Curtin University

- 18.1 Curtin University reserves the right at will to terminate this Licence at its absolute discretion by the provision of written notice to the Vendor at any time without having to justify the merits of its notice. Curtin University's rights to terminate this Licence shall without limitation include the rights to terminate if the Vendor:
  - a) Breaches the terms and conditions of this Licence;
  - b) Breaches the Curtin Code of Conduct;
  - c) In Curtin's opinion the Vendor's conduct, behaviour and/or presentation is untoward; and
  - d) The Vendor's conduct places Curtin staff, students and visitors at risk.
- 18.2 In the event the vendor's business is sold during the contracted period, the new vendor will need to re-apply to the program and is not guaranteed selection.

## **19. Insurance**

- 19.1 The Vendor will take out and maintain the following insurance policies and provide Curtin University with valid certificates of currency of insurance at the Acceptance Date and subsequently upon request:
- a) Comprehensive motor vehicle and trailer insurance;
  - b) Public liability insurance at a minimum value of 10million for each occurrence;
  - c) Workers Compensation (as per statutory requirement);
  - d) Provision for vandalism and loss of product due to power failure must be covered in the vendor insurance policy

## **20. Indemnity**

- 20.1 The Vendor (including its employees, agents and contractors) shall indemnify Curtin, its officers, employees and agents from and against all loss, claims and / or damages resulting from:
- a) Any unlawful or negligent act or omission; or
  - b) Any breach of the terms or conditions of this Agreement

## **21. Amendments**

- 21.1 Curtin University reserves the right to amend these Terms and Conditions at its discretion.

All food trucks must apply online. Applications will not be considered unless all required attachments are submitted.

Please attach:

1. Images of your products (maximum 10 images);
2. Images of your cart or truck (maximum four images);
3. A copy of your Australian Business Number;
4. A copy of your Public Liability Insurance, at a minimum value of 10 million for each occurrence;
5. A copy of your Business Registration with your Local Government Authority;
6. A copy of your comprehensive Motor Vehicle Insurance;
7. A copy of your Worker's Compensation Insurance, if you hire employees;
8. A copy of your most recent food inspection report;
9. PDF version of your menu.