



Australian Mobile Food Vendors Group

VENDOR TERMS & CONDITIONS

Australian Mobile Food Vendors Group (AMFVG) is a hospitality provider that provides services and operates mobile food vending facilities across Australia. These Terms and Conditions set out minimum requirements for a mobile food vendor (Vendor) to operate within the membership of AMFVG.

About These Terms and Conditions:

These Terms and Conditions, together with the Website Terms of Use, the Privacy Policy and any additional terms and conditions applicable to Services set out the legal terms of the Agreement relationship of AMFVG and the Vendor. These Terms and Conditions supersede any course of dealing, discussions or representations between the Vendor and or the Vendors representative and AMFVG and any earlier Terms and Conditions.

Agreement:

AMFVG Agreement sets out the specifics and intent relating to Memberships including but not limited to;

1. Attendance at a Food Truck Park
2. Expressions of Interests
3. Client requirements and specifications
4. Schedules of Membership levels and fees,
5. Terms and Conditions

AMFVG reserves the right to alter or change these Terms and Conditions at their discretion by publishing new Terms and Conditions to Vendor/s and or on the Website. This may include changes needed to reflect changes to the law or changes to AMFVG Services. The Vendor should review the Terms and Conditions published on the Website regularly. Vendor Membership and use of AMFVG Services constitutes Vendor acceptance of these Terms and Conditions as amended from time to time.

The Vendor acknowledges acceptance to abide by all Terms and Conditions current or future. Should the Vendor object to any of the Terms and Conditions and or other or on the Website current or future or in the Membership agreement the Vendors must provide written comment regarding a variation to the Agreement, where this occurs the variation will not apply to the vendor for 30 days at which time the Vendor's membership ceases. At this time the Vendor may reapply to become an AMFVG member.

If the Vendor does not comply with these Terms and Conditions, and AMFVG does not take action right away, this doesn't mean that AMFVG are giving up any rights that AMFVG may have, including taking any action in the future.

The Terms and Conditions and membership agreement are governed by the laws of Victoria, Australia and the parties hereby unconditionally submit to the jurisdiction of that State.

The Vendor should seek specific independent professional advice legal or other pertaining to legislation, contractual requirements and or meeting and maintaining their own individual legal obligations before acting or refraining from acting on the basis of any of the information regarding agreement to become an AMFVG Member and or contained within the AMFVG website or any other website which may be access through the AMFVG website.

AMFVG Membership Acceptance is based on;

1. The details provided by the Vendor, and
2. Payment of all applicable fees or charges, and,
3. Confirmation from AMFVG of membership acceptance; and,
4. Vendor authorised / signed copy of the Agreement acceptance of the schedules and Terms and Conditions lodged with AMFVG; and,
5. AMFVG Membership is at the discretion of AMFVG.

The Vendor acknowledges that AMFVG may require the Vendor to accept additional terms and conditions in relation to AMFVG Memberships, attendance to an event and or other specific Services.

Both AMFVG and the Vendor agree that the contents and meaning of the Terms and Conditions are

understood and that the Terms and Conditions are accepted with good spirit and intention and without any duress and with adequate consideration by the Vendor, natural person(s) whom are of legal majority and capacity.

The Vendor upon acceptance by AMFVG must perform the agreed Services to the standard of skill, care and diligence defined within the application and to the expected standards.

1. In the performance of its obligations, the Vendor agrees to comply with all applicable laws, rules and regulations, and shall conduct its business in accordance with sound and generally accepted business practices.
2. The vendor is required under this agreement to maintain without limitation all required statutory legislated requirements to operate a food vendor as described or required by state and or federal legislation.
3. Without limiting the application of this clause, the Vendor agrees that it shall comply with, and will take no action causing the AMFVG to be penalised under or in violation of, all applicable law, including but not limited to any law prohibiting corruption. The Vendor acknowledges that it has received a copy of AMFVG's Standards. The Vendor hereby acknowledges and agrees that it has reviewed and understands the Standards, and that the Vendor is presently in compliance and will remain in compliance with AMFVG's Standards.
4. The Vendor agrees to notify the AMFVG immediately if the Vendor becomes aware that a violation by the Vendor of the standards set forth in the AMFVG's Standards has occurred.
5. The AMFVG may terminate the Vendors membership at any time by giving the Vendor one (1) month's written notice.
6. In the event that the Vendor has breached the AMFVG standards, AMFVG may:
 - i. terminate the Vendor membership if the Vendor has not remedied the breach within the time specified in a written notice from the AMFVG; or
 - ii. remedy the breach itself, in which case, the Vendor will be charged for all costs and expenses incurred by AMFVG.
7. AMFVG may terminate the Vendor membership immediately if:
 - i. in the AMFVG's reasonable opinion, the Vendor or any of its employees, agents or sub-consultants are guilty of any fraud, dishonesty or any other misconduct or if the Vendor acts without due diligence and skill; or
 - ii. the Vendor fails to meet and or maintain legislative requirements to operate as a Vendor
 - iii. the Vendor becomes bankrupt or enters into any form of administration or liquidation; or
 - iv. the Vendor is or becomes continually or significantly absent or neglectful of its duties,

without compensation in any form being required to be paid to the Vendor.

This agreement is nonexclusive and AMFVG reserves the right without limitation to provide additional Vendor Memberships, associations and partnerships as required

The vendor upon successful application will immediately provide required documents as described and as requested by AMFVG

The vendor acknowledges through agreement to the Terms and Conditions and as part of the AMFVG Memberships to not create, cause or instruct individuals to cause damage to an individual, structures or property and where damage occurs to immediately inform AMFVG of the damage

The Vendor acknowledges that:

1. AMFVG agreements take precedence over the Vendors agreement/s
2. The Vendor may be required to use the goods, items or services as detailed by AMFVG
3. AMFVG will provide in writing to the Vendor the details of any required goods, items or services to be used
4. AMFVG may at its own discretion alter or change any goods, items or services to be used

Details of AMFVG member packages and the services and benefits offered by AMFVG are provided on the AMFVG website at www.amfvfg.com.au and are subject to change.

AMFVG makes no representation or promise that the services offered at the time of joining or renewal will continue to be provided.

Except as otherwise described in these Terms and Conditions, AMFVG will send periodical communications and promotions from / to third party suppliers, other AMFVG members, sponsors and person(s) or organisation seeking the services of a Mobile Caterer or for general marketing purposes.

The Vendor acknowledges and agrees that the Vendor will not make any representation in any form, format, verbal, written or other via any media on behalf of AMFVG, any representation may lead to termination or suspension of AMFVG membership.

Cancellation:

Vendor acknowledges acceptances, where the Vendor cancels attendance;

1. Notification must be in writing and received prior to the event commencing; and,
2. The Schedule of fees and charges applies relating to the Vendor cancellation.

AMFVG does not provide refunds for cancellations made 48 hours prior to an event, therefore a registration fee remains applicable.

Confidential:

If confidential information or advice provided by AMFVG is unauthorised used and or provided to any third party whether through error or intent, AMFVG reserves the right at its own discretion to terminate and or suspend Vendor membership and or provision of further services to the Vendor until such time as AMFVG is satisfied that the Vendor has meet AMFVG standards and confidentiality requirements.

No refund of any fee, charges or commissions will be paid to Vendors found in breach of the Terms and Conditions.

Copyright:

AMFVG and any information, documentation including the contents of the website are copyright.

AMFVG Members may access and or display these pages on a computer or monitor as well as print out and copy for your use as an AMFVG Member any whole page or pages including this website.

All other use, copying or reproduction of any part of this website is prohibited except as permitted under the Copyright Act 1968. Without limiting the foregoing, no part of this website may be reproduced on any other Internet site.

Disclaimer:

While all reasonable care has been taken in the preparation of the material contained in this website, AMFVG does not warrant the accuracy, completeness or adequacy of the information in this website. The information is by way of general commentary only, subject to change without notice, and does not constitute the giving of advice.

AMFVG does not warrant that this website, or any attachment to it, is free from computer viruses.

AMFVG has no control over the contents of websites maintained by third parties, which may be accessible through websites maintained by AMFVG and makes no representation or warranty with respect to such websites or any information on such websites.

Without limitations AMFVG accepts no liability for any action, or decision not to act, taken by the Vendor and or any individual associated with the Vendor on the basis of the information provided to the Vendor, or for any error in or omission in the information provided by AMFVG, or any loss or damage caused to the Vendor you or any other individual whether AMFVG or not, as a result of information provided by AMFVG being inaccurate.

The Vendor indemnifies AMFVG against any direct losses including costs or expenses arising out of or relating to any claims, demands or actions in connection with damage to property or personal injury or death which may be brought against AMFVG and or AMFVG employees incurred by the Vendor as a direct or indirect result of the Vendor and negligent provision of Services,

Without limiting the generality of this disclaimer, no responsibility or liability is accepted by AMFVG for any losses incurred in contract, or negligence, or any other cause of action, or for any consequential or other forms of loss.

Event Attendee: Any estimates or representations made by AMFVG regarding any Event/s as to the number or make-up of attending or visiting public or participants are based on estimates, market research and experience, and are estimates only and not a guarantee or warranty as to the number, actual identity, purchasing power, financial revenue or profitably or level of responsibility of attendees at an event

While all reasonable endeavours are made to ensure the accuracy of information provided, Information provided by AMFVG and its employees, officers and agents is of a general nature only and is not regarded as legal or financial or other professional advice. AMFVG recommends that all Vendors seek their own legal advice.

Financial:

The Vendor acknowledges and accepts the application of fees, commissions, charges or other financial reimbursement to AMFVG for agreed AMFVG membership and the provision of AMFVG providing logistics,

advertising, marketing, supply of services and or supplier services or stock or relationship bargaining and or other services provided. and

AMFVG reserves the right to charge administration fees.

AMFVG, at its own discretion reserves the right to alter, provide variation or cancellation of any provision and or associated services and Membership benefits, fees, charges, commissions to Vendors and AMFVG Membership for services provided to Vendors and may receive fees, charges and or commission from services providers and or other at any time.

AMFVG at its own discretion may enter into an agreement and or relationship bargaining and or other with a supplier, sponsor and or other organisation for the provision of funds, fees, goods, items, and services and or other.

Without limitation, the Vendor acknowledges and indemnifies AMFVG is not liable for any financial loss or damage caused to a Vendor due to the non-provision of services, operation or attendance as a result of the suspension or cancellation any services, operations and or trade specifics to the Vendor and or as a result of acts of god, client representations and or requirements, operational service changes and or changes to any service/s requirements and or intended or otherwise to be provided.

Each party must pay their own costs in connection with or incidental to the negotiation, preparation, and execution of agreement in becoming an AMFVG member and or the acceptance by AMFVG of Vendors as members.

Any liability, including for consequential losses, in respect of any claim arising out of or in connection with the Vendor and AMFVG membership shall not in any event (and whether or not such liability results from or involves negligence) exceed the amount of member opening fees last paid by the Vendor.

Force Majeure:

AMFVG is not responsible for failure to fulfil obligations due to causes beyond AMFVG control.

Insurance:

The Vendor must affect and keep current policies of insurance for:

- i. public and products liability with a limit not less than 20 million Australian dollars per claim;
- ii. professional indemnity with a limit not less than 10 million Australian dollars per claim; and
- iii. any other insurance requested by the AMFVG

Marketing:

The vendor acknowledges that all material for display including menus, advertising or other information promoting, advertising or detailing information relating to or for a food truck park is required to be reviewed and authorised by AMFVG before release or placement on display.

AMFVG, at its own discretion reserves the right to alter, vary and or refuse the vendor to display including menus, advertise or provide other information.

Membership:

Vendor acknowledges acceptance that AMFVG Membership is are based on a Schedule of fees and charges, AMFVG reserves the right to vary the schedule of fees annually and or to meet operational client or other requirements. Should the Vendor object to any of the Schedule of fees or charges the Vendor must provide written comment regarding the Schedule of fees and charges to AMFVG within 7 days of any variation. where this occurs, the variation will not apply to the vendor for 30 days at which time the Vendor's membership ceases. The Vendor may reapply to become an AMFVG member.

The Memberships commences when AMFVG authorises the Vendor as an AMFVG Member.

Menu Approval:

The vendor acknowledges that all menus or offerings regardless of intent or for sale are required to be reviewed and authorised by AMFVG before release or placement on display. AMFVG, at its own discretion reserves the right to alter, vary and or refuse the vendor menu/s.

No Assignment or Transfer:

The Vendor may not assign or transfer the Vendor Membership and or any Services used and or relating to AMFVG to any person and or Vendor without our written consent from AMFVG.

Our Relationship with the Vendor:

Other than as expressly provided in these Terms and Conditions AMFVG are an independent organisation and are not an agent, joint venture, partner, or fiduciary, and do not undertake to perform any of the Vendor regulatory obligations, or assume any responsibility for the Vendor business, operations, events and activities.

The Vendor agrees and understands that the Agreement and Terms and Conditions are not an employment contract. The Vendor agrees and understands that it shall not be entitled to any employment or other benefits.

Privacy:

AMFVG Privacy Policy is incorporated into these Terms.

The Vendor must comply with all privacy laws applicable to the Vendor and or individuals associated to the Vendor in using the AMFVG Membership and any Services provided, including ensuring any Personal Information the Vendor collect from customers is collected, used and managed by you in accordance with all applicable privacy laws and with such person's consent.

Any customer Personal Information AMFVG collect and provide to the Vendor is solely for the purpose of conducting the event or updating the relevant customer on the variation, postponement or cancellation of an event. Vendors are not authorised to send customers any unsolicited emails, mail or 'spam' or to add them to your mailing list unless they have opted in to receive further correspondence from the Vendor.

Services:

The Vendor must consult regularly with the AMFVG and attend meetings and briefings reasonably required by the AMFVG in connection with membership.

1. The Vendor must use its best endeavours to meet AMFVG Standards and service expectations in a manner which is timely and to the satisfaction of the AMFVG and must give high priority to the AMFVG's requests and to its needs.
2. In providing the Services, the Vendor will:
 - i. act with reasonable expedition in a sound manner and in accordance with generally accepted practices in Australia appropriate to the kind of service being performed;
 - ii. comply with all lawful policies and directions of the AMFVG;
 - iii. comply with reasonable directions provided by the AMFVG

Termination:

The Vendor acknowledges and agrees that at all times and following Membership expiry and or termination:

1. it will maintain the absolute confidentiality of all Confidential Information provided to it;
2. it will not use or cause anyone to use the Confidential Information in any business or capacity other than for the provision of AMFVG membership;
3. it must not make or cause anyone else to make any unauthorised copies of the Confidential Information and information derived from Confidential Information;

The Vendor may terminate the Membership, Notification to terminate must be made in writing and sent by email or fax and made 7 business days from the Vendors next event . A refund of any Membership fees is not provided. Termination fees may apply.

In these Terms:

- AMFVG – Australian Mobile Food Vendor Group
- Agreement – Means acceptance by the Vendor to the Terms and Conditions, applicable fees and charges established with AMFVG through the Website or otherwise;
- Customer – Any individual, person or other visiting, purchasing and or attending an Event
- Event – An AMFVG organised gathering where Members can attend to provide a Service (as example: Food Truck Park) where Customers attend
- Food Truck Park – A place or location organised by AMFVG where endorsed Members can provide or sell food, goods or items
- Membership
 - 1) Endorsement by AMFVG of an individual to become an AMFVG member and provide services at a Food Truck Park
 - 2) Acceptance of AMFVG standards, payment of fees and agreement to Schedule of fees and charges, and Terms and Conditions
- Marketing – Information, menus and other details placed on display advertising Food Truck Parks and or the AMFVG Vendor
- Menus – A set of goods, items including food and beverages made available by the Vendor for sale or provision relating to the Vendors style and type of Mobile Food Truck
- Personal Information - Has the meaning given in the Privacy Policy;
- Privacy Policy - Means our privacy policy at www.amfv.com.au as amended from time to time;

- Schedule – specifics within the agreement that detail the level of membership, associated fees or charges, and AMFVG operational requirements
 - Services –
 - 1) Agreed items, goods, food, beverages, processes, information, safety, food safety, and or other provided by the Vendor
 - 2) Means access to and use of the Website and AMFVG event/s and administration and services in the management and activities and all other services made available by AMFVG and or through the Website or otherwise;
 - Terms and Conditions – A set of conditions that outline the minimum standards, expectations and responsibilities agreed to be the Vendor
 - Third Party Content means web sites, platforms, content, products, services and information of other parties including content provided to us by links to sites owned by other parties;
 - Vendor – A mobile food vendor providing services
 - Website – Means www.amfvg.com.au including all password protected areas and subdomains of such website and all related top-level domains, mobile sites, apps, APIs and widgets;
 - Website Terms of Use - Means the terms of use of the Website at as amended from time to time;
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