

Vendor Expression of Interest (EOI) & Site Use

Effective Date: 15th Feb 2026

www.dandenongbites.com.au

Location: Dandenong, Victoria, Australia

Introduction

These Terms and Conditions govern:

- Use of the Dandenong Bites website
- Submission of Expressions of Interest (EOI) by vendors
- Allocation and use of food truck trading spots at Dandenong Bites
- Participation in promotional activities

By submitting an EOI or interacting with our website, you agree to these Terms.

Nature of the Offering – Site Only (No Fit-Out Provided)

Dandenong Bites provides **designated trading spots only**.

Important clarification:

- We provide **physical space only**.
- We do **not** provide food trucks.
- We do **not** provide kitchen fit outs.
- We do **not** provide equipment, power systems, appliances, or mobile food vehicles unless expressly stated in a written agreement.

Any references in marketing materials, social media posts, videos, or banners to “food truck spots” or “food truck spaces” strictly refer to **vacant trading locations only**.

Vendors are solely responsible for:

- Supplying their own registered food truck or mobile food vehicle
- Ensuring compliance with Victorian food safety regulations
- Obtaining all necessary permits, registrations, and council approvals

No assumption of a “complete setup” shall be valid unless confirmed in a formal written agreement signed by Dandenong Bites.

Expression of Interest (EOI)

Submission of an EOI:

- Does **not** constitute acceptance.
- Does **not** guarantee allocation of a trading spot.
- Is non-binding unless formally accepted in writing.

Dandenong Bites reserves the right to:

- Accept or reject any EOI at its sole discretion.
- Close the EOI process at any time.
- Request additional information from applicants.
- Assess vendor mix to maintain diversity and commercial viability.

Allocation Process

After the EOI period closes:

Trading spots may be allocated based on:

- Commercial offer amount
- Demand
- Product category
- Market suitability
- Operational compatibility

The highest commercial offer may be prioritised, but Dandenong Bites is not obligated to accept the highest or any offer.

Dandenong Bites is under no obligation to disclose assessment criteria or competing offers.

Security Bond

Successful vendors must:

- Pay a **security bond** upon allocation.
- The bond amount will be determined in accordance with the vendor's offer and agreement terms.

The bond may be used to cover:

- Damage to the premises
- Outstanding fees
- Cleaning costs
- Breach of agreement

Bond terms will be outlined in the formal Vendor Agreement.

Licence – Not a Lease

Allocation of a trading space constitutes a licence to occupy, not a retail lease.

Nothing in these Terms creates:

- A lease under the Retail Leases Act 2003 (Vic)
- Exclusive possession
- Tenancy rights

Dandenong Bites retains full control of the site.

Vendor Obligations/Responsibilities

Vendors are solely responsible for:

Regulatory Compliance

- Registration under the Food Act 1984 (Vic)
- Compliance with local council regulations
- Safe Food Australia standards
- Health inspections
- Gas & electrical compliance

- Fire safety compliance
- Noise control and trading conduct
- Waste management and cleanliness of their allocated area

Insurance (Mandatory)

Before trading, vendors must provide evidence of:

- Public Liability Insurance (minimum \$20 million)
- Product Liability Insurance
- Workers Compensation Insurance (if applicable)

Failure to maintain insurance results in immediate suspension.

- Registering with the appropriate local council under the Food Act 1984 (Vic)
- Compliance with Victorian health and safety laws
- Public liability insurance (minimum coverage amount to be specified in agreement)
- Workers compensation insurance (if applicable)
- Gas and electrical compliance certificates

Dandenong Bites accepts no responsibility for vendor regulatory breaches.

Marketing & Promotional Material

Dandenong Bites may:

- Promote vendors via social media, banners, and digital platforms.
- Mention vendor names, cuisine types, or concepts.

Such promotion does not:

- Guarantee foot traffic
- Guarantee revenue
- Create partnership, joint venture, or employment relationships

All marketing remains at our discretion.

No Guarantee of Income

Dandenong Bites does not guarantee:

- Customer numbers
- Revenue levels
- Profitability
- Exclusivity (unless specifically agreed in writing)

Participation is entirely at the vendor's commercial risk.

Indemnity

Vendors agree to indemnify and hold harmless Dandenong Bites, its directors, officers, employees and agents from:

- Claims arising from vendor negligence
- Injury caused by vendor operations
- Food safety breaches
- Property damage
- Breach of laws
- Claims by customers or third parties

This indemnity survives termination.

Site Rules

Vendors must:

- Maintain cleanliness of allocated area.
- Properly manage waste.
- Control noise levels.
- Not obstruct common areas.
- Comply with operational hours.
- Follow any written directions from site management.

Failure to comply may result in removal.

Compliance with Australian Consumer Law

Nothing in these Terms excludes rights that cannot be excluded under the **Competition and Consumer Act 2010 (Cth)** or Australian Consumer Law.

However:

- Vendors acknowledge they are entering into a commercial arrangement.
- Dandenong Bites makes no representations beyond those expressly stated in writing.

Limitation of Liability

To the maximum extent permitted by law, Dandenong Bites is not liable for:

- Loss of income or profits
- Business interruption
- Theft or damage to vendor equipment
- Loss caused by weather conditions
- Council enforcement actions
- Regulatory changes

Vendors operate at their own risk.

Right to Refuse or Terminate

Dandenong Bites reserves the right to:

- Refuse access
- Suspend operations
- Terminate allocation
- Reallocate trading spots

Where:

- There is breach of agreement

- Non-compliance with laws
- Conduct damaging to site reputation
- Safety risks

Force Majeure

Dandenong Bites is not responsible for failure or delay caused by events beyond reasonable control, including:

- Government restrictions
- Weather events
- Public health orders
- Utility outages

Privacy

By submitting an EOI, vendors consent to:

- Collection of personal and business information.
- Use of information for assessment and communication.
- Storage of data in accordance with Australian privacy laws.

Information will not be sold to third parties.

Australian Consumer Law

Nothing in these Terms excludes any rights that cannot be excluded under:

- Competition and Consumer Act 2010 (Cth)
- Australian Consumer Law

However, vendors acknowledge this is a commercial business-to-business arrangement.

Amendments

We reserve the right to update these Terms at any time. Updated versions will be posted on the website.

Governing Law

These Terms are governed by the laws of the **State of Victoria, Australia**.

Any disputes shall be subject to the jurisdiction of Victorian courts.

-----THE END-----