

TERMS AND CONDITIONS

CHRISTMAS BY STARLIGHT 2018 COMMUNITY OR INFORMATION STALLS

1. DEFINED TERMS

In this document, unless the context requires otherwise:

Allocated site	Means the area assigned to each stallholder.
Bump In	Means the process of preparing the stall for the Christmas by Starlight event.
Bump Out	Means the process of dismantling the stall after the conclusion of the Christmas by Starlight event.
Christmas by Starlight 2018 Event Management Plan	Means the Event management plan provided by Council to the stallholder in relation to the Event.
Council	Means Redland City Council, its employees, agents, contractors, officers and elected members.
Event	Means the Christmas by Starlight 2018 event.
Food Area	The area of the Event grounds designated for the preparation and sale of food and beverages.
Grounds	Means Redland Showgrounds located at Long Street, Cleveland
Marquee	Means any temporary canopy or tent like structure erected on the Grounds.
Operating Hours	Means the hours of operation of the Event, being 3.00 pm to 8.30 pm on 15 December 2018 or as otherwise advised by Council.
Stall	Means a stand, booth or compartment that is temporarily occupied by the Stallholder.
Stallholder	Means a person who has been granted a licence to occupy a stall during the Event.
Vendor Coordinator	Means the Redland City Council officer responsible for the management of stallholders.

2. CLOSING DATE

The closing date for applications is by 4pm Friday 19 October 2018. Late or incomplete applications will not be considered after this date.

3. OPERATING HOURS

Stallholders are required to have their stall open and manned for the duration of the Operating Hours.

4. STALL SITE

When determining the appropriate stall size to apply for, stallholders must consider the size of their entire stall, including all awnings, ropes, vehicle and other features. Stallholders shall not extend their goods beyond the boundaries of their nominated site and must ensure that they do not encroach onto walkways or restrict access to other stalls.

5. STALL PRESENTATION

Stallholders must take all reasonably necessary steps to ensure that their stall contributes to the colourful, vibrant and merry atmosphere of Christmas by Starlight. It is recommended that stallholders decorate their stalls in a manner that reflects the festive season, as well as advertising their goods or organisation. It is the responsibility of each stallholder to maintain their site in a clean and tidy manner. All efforts should be made to recycle where possible. Removal of rubbish from your site is solely the stallholder's responsibility.

6. RUBBISH AND RECYCLING

General waste bins and recycling bins will be provided by Council. Stallholders must take all reasonable steps to minimise waste and use recyclable products for serving where possible. The Vendor Coordinator will inspect all sites during Bump Out. Stallholders must not overfill the bins or place food scraps into recycle bins. Cardboard boxes must be packed flat and put in recycling bins. If, in the opinion of the Vendor Coordinator, a stallholder has not left their site in a clean and tidy condition, having regard to the condition of the site prior to Bump In, Council will charge the stallholder a \$110 Clean Site Administration Fee (GST inclusive) and may have their acceptance at future events affected.

7. ENVIRONMENTALLY SUSTAINABLE STALLS

Preference will be given to vendors who are actively working to be environmentally sustainable. Vendors are encouraged to remove items such as: single use plastic bags and plastic packaging.

8. BUMP IN/BUMP OUT

Stallholders must Bump In on Saturday 15 December between 9 am and 12 pm. Vehicles are not permitted to enter or exit the site from 12 pm on Saturday 15 December. Stallholders will be provided with a map showing the relevant site location and entry gate. Bump Out may commence from 9 pm on Saturday 15 December, or as otherwise directed by event staff. Stallholders must be mindful of neighbouring residents and keep noise to a minimum during Bump Out.

9. VEHICLE

If stallholders require their vehicle to remain onsite during the Event, it must be nominated as part of the stallholder's space when completing their application form. Vehicles not allocated to a stall may be parked in the stallholder's car park. NO vehicle movement is allowed between the hours of 12 pm to 9 pm on Saturday 15 December. Unauthorised vehicles must remain offsite until 9 pm, or as directed by event staff. When entering or exiting the grounds stallholders must DRIVE CAREFULLY observing the posted speed limit, with hazard lights on while driving on the grounds.

10. SUBLETTING

Stallholders are not entitled to assign, share or sublet all or part of their stall without prior written consent from the Vendor Coordinator.

11. CANCELLATION

Written notice must be given to the Vendor Coordinator 15 working days prior to the Event, being Monday 26 November 2018. Stallholders who cancel after this date may not have their Administration Fee refunded and may have their acceptance at future events affected.

12. PUBLIC LIABILITY INSURANCE

Public liability insurance is compulsory for all stallholders. Stallholders must attach a copy of their certificate of currency (with a minimum of \$20,000,000 limit of liability) with their application.

13. WORKERS' COMPENSATION/VOLUNTEER WORKERS

In the event that stallholders are employing people to work on their stall, they must have a current WorkCover Queensland policy for such staff. A copy of the valid certificate of currency is to be provided to Council.

If the stall is run by volunteers, the stallholder must provide evidence of a volunteer worker's personal accident insurance policy.

14. HELIUM BALLOONS

Helium balloons are not permitted at this event due to our proximity to Moreton Bay and the threat balloons pose to marine life.

15. OFFENSIVE GOODS

The organisers of the Event (council) reserve the right to enter any stall and remove articles, signs, pictures or printed matter which are not considered appropriate for display, or are considered offensive.

16. USE OF AMPLIFIERS OR LOUD SPEAKERS

Use of amplifiers or loud speakers (or any other audio device) by stallholders is prohibited except with prior written consent from the Vendor Coordinator. Stallholders are not permitted to employ, contract or program any performer or performance without prior permission from the Vendor Coordinator.

17. PETS & LIVESTOCK

No pets or livestock will be permitted in or near the Event Food Area.

18. ELECTRICITY REQUIREMENTS

Temporary electrical installation and distribution on site will be carried out by the Event nominated electrician.

Stallholders are required to advise Council of any stall electrical requirements.

All electrical equipment used at the Event must conform to the Electrical Safety Regulation 2013 Part 6 Division 6.

It is important that all stallholder's electrical equipment complies with their Electrical Equipment Declaration (EED) at the time of their application. Only tagged and tested appliances that have been nominated on the EED can be connected.

Site holders are required to provide their own industrial power lead for connection to onsite power.

Any cord extension or flexible cable must be located where it is not likely to be damaged or alternatively such cables must be sufficiently protected against all damage, including by liquid. All electrical cables that cross pathways or lawn areas must either be covered by cable covers or alternatively flown a minimum of 2.4m above the ground. No cables are to be attached to trees and/or other structures that are not part of your site. Any extension cords/cables must be industrial not domestic, and that these and any other electrical equipment used (for example, powerboards and plug-in equipment) must have insulated pins. Double adaptors or piggyback plugs must not be used.

Electrical leads that are not tagged will be confiscated and returned at the end of the event.

The stallholder will be required to provide their own lighting.

Electricians will make random electricity consumption checks. Stallholder's failure to advise of their electrical requirements may result in insufficient power to the Site.

19. STALLHOLDER FAMILIARITY WITH EVENT MANAGEMENT PLAN

The stallholder must familiarise themselves with all aspects of the Christmas by Starlight 2018 Event Management Plan and associated documents (to be provided to the stallholder closer to the event). All applications received by Council for the Event are taken as an agreement by the stallholder to comply with such plan and associated documents.

20. STALLHOLDER MARQUEES

The stallholder shall provide photographs of their Marquee to the Vendor Coordinator if possible.

The Marquee is required to be of a professional standard that will tolerate all weather conditions. It should be able to withstand strong winds.

The stallholder will be liable for any damage caused to their own structure or property or by their structure to patrons, other vendors, Christmas by Starlight staff or Council infrastructure due to inclement weather, incorrect installation or being insufficiently anchored. It is the responsibility of the stallholder to ensure their marquee is anchored securely for all weather conditions. Stallholders must have their marquee securely weighted with a minimum of 10kg per leg. The Vendor Coordinator reserves the right to remove any marquee that they deem not securely anchored.

It is the responsibility of the stallholder to secure all goods and chattels before, during and after trading hours. Marquees must remain on their allocated site for the duration of the event.

21. COSTS INCURRED BY STALLHOLDER RELATING TO EVENT

The stallholder is solely responsible for any costs incurred in relation to the Christmas by Starlight event.

22. SELECTION OF STALLHOLDERS

Redland City Council's decision on stallholders selected to participate in Christmas by Starlight is final. Council will consider its Local Buy/Procurement Policy when selecting stallholders.

The Christmas by Starlight management reserves the right to refuse any stallholder who does not comply with the above requirements.