

TERMS AND CONDITIONS

CHRISTMAS BY STARLIGHT 2019 FOOD VENDORS

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 2019 event.
Food Area	Means the area of the Event grounds designated for the preparation and sale of food and beverages.
Food Stall	Means a stall that primarily sells food or beverages at the Event.
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 4pm to 8pm on 14 December 2019 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 11 October 2019. 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. SUSTAINABILITY AND WASTE MINIMISATION

Redland City Council is committed to sustainable event practices to minimise waste going to landfill and request that all vendors comply with the sustainability guidelines and work towards reducing single use plastic items and unnecessary products, packaging, collateral and waste going to landfill.

Vendors must not bring the following items:

- Single use plastic bags
- Non-recyclable plastic plates, straws, knives, forks and spoons
- Polystyrene cups, plates
- Balloons, flyers and other single use promotional products

8. BUMP IN/BUMP OUT

Stallholders must Bump In on Saturday 14 December between 9am and 2pm. Vehicles are not permitted to enter or exit the site from 2pm on Saturday 14 December. Stallholders will be provided with a map showing the relevant site location and entry gate. Bump Out may commence from 9pm on Saturday 14 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 2pm to 9pm on Saturday 14 December. Unauthorised vehicles must remain offsite until 9pm, 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 25 November 2019. 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.

TEMPORARY FOOD BUSINESS PERMITS

Stallholders must either obtain a Temporary Food Business Licence or provide a copy of their current Mobile Food Business Licence (must hold a licence in Queensland) under the Food Act 2006 at least 30 days from the event date. This licence must be on display at all times. For more information, or to apply for a Temporary Food Business Licence, contact Redland City Council's Environmental Health Team on 3829 8569.

18. ENVIRONMENTAL HEALTH REQUIREMENTS

Food Stalls must be compliant with all applicable requirements of the Food Act 2006 and the Food Safety Standards.

Council staff may monitor and inspect food stalls during the Event. Food Stalls found with inadequate facilities will be required to cease operation until all identified issues are rectified.

Stallholders are not permitted to walk through the crowds to sell food and beverages.

19. OPERATIONAL REQUIREMENTS

Food Stalls must comply with the following requirements at all times during the Event:

- (a) Suitable fire extinguishers must be provided where cooking appliances are in use;
- (b) Suitable number of approved refuse containers must be provided for both the public and the temporary food business operator;
- (c) All food must be stored in conditions that protect it from deterioration and contamination. Suitable equipment must be provided to store cold food at less than 5°C and hot food at more than 60°C;

- (d) Pre-cooked food must be prepared and packaged in licensed premises and labeled according to the Food Act 2006;
- (e) Food products containing meat, poultry, fish, eggs, dairy products or similar potentially hazardous food must be kept refrigerated at 5°C or less;
- (f) Cooked foods should be stored for no longer than 4 hours;
- (g) Food must not be stored or displayed outside the Food Stall or any other area accessible to the public;
- (h) Cooking equipment for example grillers, hot plates, and open flame barbeques, must be protected from dust, flies and other contaminants;
- (i) All perishable food must be shielded from direct sunlight;
- (j) Stallholders must provide a food approved thermometer which is accurate to +/-1°C;
- (k) Only single-use eating utensils are to be provided;
- (l) Straws are to be protected from contamination in a single use dispenser;
- (m) All condiments such as sauces, mustards etc. must be contained in individual single use packs or pump style dispensers;
- (n) Food and food cooking areas must not be accessible to the public, a physical barrier must be provided by means of glass, Perspex sneeze guards or clear plastic siding;
- (o) All food must be stored off the ground and in closed containers with close fitting lids.

- (p) **REMEMBER: "KEEP IT HOT OR KEEP IT COLD, OR DON'T KEEP IT AT ALL."**

20. PERSONAL HYGIENE

Stallholders must ensure that all persons engaged in the preparation or sale of food at the Event must:

- (a) Wear clean and appropriate clothing;
- (b) Ensure they keep themselves and their work area clean;
- (c) Use Utensils and gloves to handle food;
- (d) Ensure they are free from cuts, illness and sores;
- (e) Handle money and food separately;
- (f) Keep long hair tied back;
- (g) Ensure hands are clean before commencing or resuming work, after visiting the toilet, smoking, or after handling a refuse container, handkerchief or nasal tissue;
- (h) No smoking in any food stall, van or other place where food is to be prepared and/or sold, or within 4 metres of the food stall/site. Designated smoking areas will be provided throughout the Grounds.

21. MINIMUM REQUIREMENTS FOR FOOD PREPARATION AREAS

Food stalls must comply with the requirements set out in this clause.

Structural Requirements

Food stalls must have a roof and three (3) sides covered or constructed of vinyl, plastic or other approved impervious material and a suitable approved floor material must be provided as a ground barrier. No raw timber is permitted in food preparation areas i.e. benches, cutting boards, wooden spoons.

Roof

All food stall roofs must be free from cracks or other defects, weatherproof and cover the entire food prep area and scullery.

Walls

Food stall walls must be easily washable, smooth, impervious, non absorbent, non toxic and non-flammable when in close proximity of cooking equipment.

Floor

Stall floors must be non slip, impervious nonabsorbent, free from cracks, crevices or other defects and easily swept and washed.

Hand Wash Basin

Stalls must have at least a 20 litre container with tap, labeled “Hand Washing Only” with a labeled “Waste Water Only” container under the tap to catch waste water.

Separate hand washing and utensils washing facilities must be provided within the food stall.

Disposable hand towels and soap must be provided.

All waste water must be stored and removed in an approved manner (e.g. a minimum 90 litre container for stored potable water and a second 90 litre container for waste water collection). The disposal of waste water must be to an approved sewerage connection point or into a septic tank.

Lighting

Stalls must have adequate lighting to provide a safe work environment.

Preparation Surfaces

All equipment must be maintained in a clean condition free of all contaminants. All work benches, tables, trestles and the like must be of sturdy construction.

Work surfaces must be:

- Constructed of or covered by smooth, impervious, nonabsorbent, nontoxic material
- Used solely for food preparation.
- Free from cracks, crevices or other defects.
- Easily washed with an appropriate cleaner.

Hot & Cold Food Storage Unit

Stalls must have hot or cold food storage units, as applicable, which are able to maintain food at appropriate temperatures. The units must have thermometers or temperature gauges.

Personal Effects/Chemical Storage

All personal effects and chemicals must be stored away from food preparation areas.

The stallholder agrees to indemnify Council from any claim or damages that arise as a result of the stallholder’s provision of foods and or drinks arising from the stall.

22. GAS BOTTLE SAFETY

All gas bottles onsite must be connected to an appliance even when not in use or stored away from any food stalls. If using a gas bottle the LPG Safety Checklist **MUST BE** completed and attached to your application.

23. FIRE EXTINGUISHER

It is recommended that each stall has a fire extinguisher. Each extinguisher must have a current test tag fitted. Contact the Queensland Fire Service for information.

24. 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.



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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.

25. STALLHOLDER FAMILIARITY WITH EVENT MANAGEMENT PLAN

The stallholder must familiarise themselves with all aspects of the Christmas by Starlight 2019 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.

26. 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.

27. COSTS INCURRED BY STALLHOLDER RELATING TO EVENT

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

28. 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.