

Maranoa Christmas Street Party

Terms & Conditions for Stallholders / Food Vendors

By submitting the application form, you hereby accept the following Terms & Conditions for the Maranoa Christmas Street Party.

1. Stallholders

The Maranoa Christmas Street Party will host a range of market stalls and food vendors. Only goods and services listed on the application form and approved by Maranoa Regional Council (“Council”) can be sold. Council reserve the right to prohibit the sale of any item. No stallholder has exclusive rights to any product, product line, service or entertainment offering. Stallholders under the age of 18 years must be accompanied by an adult.

This event aims to be environmentally responsible, therefore stallholders must supply recyclable packing and biodegradable containers for the supply of products. This includes a prohibition on the use of single-use plastics. Stallholders must supply recyclable packing and biodegradable containers for the supply of products.

2. Insurance Requirements

Stallholders will be responsible for their own public liability insurance to the value of \$20,000,000. A Certificate of Currency must be provided with your application. Product liability insurance is also recommended for stallholders.

3. Food Licensing

All stallholders selling food items must comply with the *Food Act 2006* which can be found at <https://www.legislation.qld.gov.au/view/html/inforce/current/act-2006-003>. Food vendors must adhere to all standards, regulations, legal and licensing requirements as stated in the Act.

All food vendors and stallholders selling food items, must hold a current Food Business License as per the *Food Act 2006*. A copy of the current food business license must be provided with your stallholder application to Maranoa Regional Council.

If the stallholder is trading as a not-for-profit organisation, they may be exempt from a Food Business License. It is at the discretion of the not-for-profit organisation to ensure they meet the requirements of the *Food Act 2006*. A guide to assist non-profit groups can be found at https://www.health.qld.gov.au/data/assets/pdf_file/0024/441528/fundraising-events.pdf

4. Prohibited Activity

Smoking and alcohol consumption are strictly prohibited. Stallholders must not smoke on the grounds of the event site. Hawkers and unsolicited advertising are prohibited at all times.

5. Health & Safety

Stallholders must comply with all laws, including relevant workplace health, safety and environment requirements and demonstrate due diligence at all times.

All stallholders must comply with any local, Queensland and Federal Government directives and advice in relation to COVID-19 or other communicable infections. These are subject to change without notice.

The health and safety of all patrons, stallholders, entertainers, and Council staff is of utmost importance. It is your responsibility to take all due care and diligence to prevent injury and property damage to you or any third party including, but not limited to, event attendees and other stallholders. All stallholders must thoroughly inspect their stall prior to commencement of the Maranoa Christmas Street Party and continually review the safety of the stall throughout the duration of the event.

All stall spaces must be free of slip, trip and fall hazards and have clear walkways in front of and around the stall site. Any spills or breakages must be cleaned immediately.

The use of gas cylinders must be declared in the Stallholder Application Form. Stallholders must provide the relevant, in-date (less than 5-years old) Safety Data Sheet (SDS) for all Hazardous or Dangerous Chemicals being used, for example gas bottles, chemicals and flammable materials. Appropriate Fire Safety Equipment is to be provided, readily available with current in-date tags showing an inspection in the past 6-months. Gas bottles **MUST** be in-date (stamped as tested less than 10-years old), in good condition, stored upright at all times (even when empty) and secured to prevent them from falling.

All stallholders must wear closed in shoes and a hi vis safety vest or clothing during event set up and dismantle.

6. Site Provisions

Council will not be held responsible for changes in personal circumstances, or poor weather conditions. If the event proceeds in wet weather conditions, stallholders are responsible for providing their own wet weather protection.

Stallholders must adhere to site specific traffic and parking instructions issued by Council when setting up and packing down.

Stallholders will be allocated specific sites. All requests for specific locations will be considered but cannot be guaranteed. Stallholders cannot change site locations without permission from organising staff.

7. Power Requirements

Power is available for a limited number of sites and will need to be requested upon application. Stallholders are responsible for supplying their own complying (tested and tagged in the past 12-months) commercial electrical extension lead to connect to power. If you have not requested power prior to the event, you may not be granted access to power for the event. Stallholders are not permitted to bring their own generator.

8. Lighting

Whilst additional lighting towers will be used to provide street lighting for the event, any additional lighting under marquees will need to be supplied by the stallholder. It is encouraged that any additional lighting is battery operated due to limited access to power.

9. Bump-In

McDowall Street will be blocked off to vehicular traffic from Hawthorne Street to Charles Street from 2.30pm on Thursday 7 December 2023. Stallholders will have access to the street from 4.00pm where they will be directed to their allocated site. Stallholder vehicles and trailers are permitted on the street to assist in the setting up of their stall between 4:00pm and 4:45pm on 7 December to bump-in. All vehicles and trailers must vacate the event area by 4:45pm. Only authorised vehicles will be allowed onsite between 5pm and 8:30pm on Thursday 7 December 2023. Within the designated event site, stallholder vehicles must travel at no more than 5km per hour with hazard lights on.

Stallholders must be ready to trade by 5pm on 7 December 2023 and are required to operate for the whole duration of the Maranoa Christmas Street Party. Stallholders will not be permitted to pack up until the conclusion of the event at 8:30pm.

10. Site Presentation

Stallholders are asked to remain within their allocated space. Stallholders are asked to maintain a high level of presentation and quality of products. Professional or computer generated signage is preferred.

Stallholders are responsible for bringing their own shade structure, tables, chairs, storage, equipment and lighting and do so at their own risk. Any structure erected by the stallholder must be secured, including marquees, umbrellas, tents, awnings or similar, and must be weighed down with wind weights. Marquees must be weighed down as per the manufacturer's instructions or with a minimum of 20kg per leg. All structures and their attachments must not present an unacceptable risk of trip and fall.

11. Public Safety and Security

Stallholders are responsible to ensure that any element of their stall in no way compromises public safety. Public access ways must be kept clear at all times and ensure an appropriate walkway is maintained along the footpaths. Council reserves the right to direct a stallholder to remove materials.

Stallholders are responsible for the security of their designated site and the security and safety of any property of Council in or around their designated site. Council accepts no liability to damage, misplacement, or loss of any item (equipment, stock, promotional materials etc.). Security of all items is the stallholder's responsibility. Stallholders are responsible for and bear all risk associated with the collection of money and the transfer of money to and from the site. All equipment and vehicles are left at the owners risk, council will not take responsibility for any damage or loss.

Council promotes respect, safety, and tolerance. Stallholders are expected to be courteous to the public, market organisers and other stallholders at all times. Expulsion from the markets will result if the stallholder has behaved or is behaving in a manner likely to cause distress, disturbance, inconvenience, damage, or harm to any other person present at the Maranoa Christmas Street Party.

12. Bump-Out

Stallholders are required to be operational up until the close of the event at 8:30pm. No vehicle or trailer access will be available to the site from 5pm until 8:30pm for pedestrian safety. Once the event ends at 8:30pm, at the direction of Council event staff, stallholder vehicles and trailers are permitted in the event area to assist in packing down.

All stallholders must pack up and vacate the event area by 10:30pm on 7 December 2023. McDowall Street will re-open to general traffic at 10:30pm.

Stallholders are responsible for the removal of all their own waste, including but not limited to rubbish, boxes and unwanted goods from the site. Waste bins on site are for the purpose of the disposal of litter by the general public and are not available for the disposal of stallholders' waste or packaging materials.

Upon completing pack up, the stallholder is required to clean their site and ensure that it is clear of rubbish and waste. The site must be left in the same condition in which it was provided. If the site is left in an untidy condition, the stallholder may be charged a cleaning fee.

13. Stallholder Indemnity

The stallholder indemnifies and holds Council, its officers, and employees harmless from and against all claims for loss arising in connection with or in relation to:

- The sale or attempted sale of any product/service;
- Any injury or harm suffered by the stallholder;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder;
- Any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- Any breach of these Terms and Conditions by the stallholder;
- Any damage or injury to any person in the journey from or to the event;
- Maranoa Regional Council's legal costs on a full indemnity basis incurred as a result of the stallholders breach of these Terms and Conditions.

The stallholder agrees to indemnify Council against any cost, expenses, loss, damage or harm suffered by us resulting from any claims, actions, demands or suits that may be made against us as a result of your conduct, including but not limited to any third-party allegations of infringement of Intellectual Property Rights against you or by any third party and public liabilities claims relating to you and your stall.

14. Privacy Policy

Council understands that your privacy is very important to you and wishes to preserve your right to control & protect that information. Under no circumstances will your name and address be given to any third party unless you have given us permission, or if we are required to by law.

The Stallholder permits Council to take photographs or videos at the event and reproduce these images in any form, in whole or in part, for any purpose, including using the works for future promotional purposes. Stallholders will not be paid a fee for such use.