The following terms and conditions are in place to maintain the workplace health and safety of the event and to protect the health, safety and welfare of all workers and patrons who may be affected by any work carried out at this event. By law, as a person conducting a business or undertaking (PCBU) it is your responsibility to ensure the health and safety of workers and the general public.

|  |
| --- |
| **Work Place Health & Safety Standards** |
| **Hazard & Incident Reporting** |
| In the event of a hazard or incident occurring you are required to complete a hazard or incident report form. This form is to be submitted to council immediately following the incident. See the onsite event manager for a copy of this form. |
| **Site Restrictions & Vehicle Lockout** |
| * All personnel must adhere to vehicle lockout periods within the event precinct * Under no circumstances are vehicles to be brought onsite during vehicle lockout periods. * Use of amplified music by stallholders is prohibited. * Sleeping/camping onsite is not permitted. * You must adhere to the event entry conditions and not bring any prohibited items into the site; including but not limited to:   + Alcohol or illicit drugs   + Glass (including glass beverage containers)   + Shade tents   + Animals (except in accordance with legislation)   + Fire/fireworks   + Video cameras or professional cameras   + Weapons of any kind * Smoking is not permitting within the event zone |
| **Fire Fighting Equipment** |
| According to the Fire and Rescue Service Act 1990(1) and the Building Fire Safety Regulation 1991(2):   * Food outlets must have at least a 20B(E) Dry Chemical Powder (or equivalent) fire extinguisher * Any food vendors using a deep fryer must have a 40B(E) Dry Chemical Powder (or equivalent) fire extinguisher. * All food outlets must provide a fire blanket. * Firefighting equipment must be unobstructed and located within easy reach in the workplace.   All fire extinguishers must have been inspected within the last 6 months prior to the event and tagged accordingly. |
| **Gas Appliances** |
| According to Australian New Zealand Standard 1596, The storage and handling of LP gas:   * Gas cylinders must be secured with a compliant chain or restraint in an upright position, on a level, non-combustible surface in a well-ventilated location away from ignition sources (flame, electricity etc.). * Operators of a gas appliance must hold a Gas System Compliance Certificate for the gas system in use. * The maximum total quantity of gas in storage must not exceed 60Kg and the maximum gas cylinder size must not exceed 15Kg.   Cylinders must be tested and tagged within 6 months of the event or must have a receipt as proof of age (for cylinders less than 6 months old). |
| **Electrical Safety** |
| In accordance with AS/NZS 3760:2010:   * Electrical leads must be clear of public footways and must not be in a position where they are at risk of contact with water or creating a slip, trip or fall hazard. * All electrical appliances must be in safe working order and must have been tested and tagged within six months of the event date. * Equipment without a valid tag will not be connected. * Stallholders must provide their own lights, leads and power boards fitted with circuit breakers. * Any damage caused by electrical over-consumption/overload or misuse will require further payment by you to council. * Double adaptors are not to be used.   Stallholders are required to provide the maximum consumption of ALL the electrical items and assign the appliances to individual 10-amp circuits. |
| **Marquees** |
| Marquees must be erected safely and must be effectively weighted in each corner with a minimum of 20kg per leg. |
| **Public Liability Insurance** |
| Stallholders and activity providers are required to hold a Public Liability Policy of no less than $20 million dollars which covers your operation of an outdoor market. Sunshine Coast Regional Council must be noted on the policy as an interested party. |
| **Work Cover** |
| You must ensure any person employed by you is covered with a policy from Work Cover Qld. This will not apply to unpaid volunteers for non-profit community organisations. |
| Stall Holder Standards |
| **Food Licence** |
| * Food stall holders must hold a valid food license. * Under the Food Act 2006(4), all licensable food businesses are also required to have a Food Safety Supervisor.   Your Food License and Food Safety Supervisor Certificate will need to be supplied to the Sunshine Coast Council prior to the event. |
| **Products & Services** |
| * You must only sell those items of food and beverage that have been approved by council. * Certain business proprietors may have exclusive rights and restrictions may apply. * No glass bottles or glass products are to be sold. * **Only biodegradable/reusable products may be used for food service**. No single-use plastic items are to be distributed including but not limited to:   + Plastic straws   + Plastic cutlery   + Plastic/styrofoam plates/cups   + Plastic drink stirrers * Without limitation, under no circumstances will, fireworks, tobacco or cigarettes be sold.   Council will have the sole and absolute discretion before or during the event to accept or reject the suitability of any food or beverage offered by you at the event.  Council is running a BYO water bottle campaign for patrons to BYO empty water bottles that can be filled for free at water stations. |
| **Stall Presentation** |
| * Your stall and stall area are to be kept clean at all times. * Your stall must be of a suitable standard - a camping tent is not a stall of an acceptable standard. * Marquees must be clean.   Signage must be of a professional or artistic appearance – hand drawn, cardboard signs will not be accepted for example. |
| **Stall Security** |
| All effort is made to secure the site but you acknowledge and agree that to the extent permitted by law, council will not be liable for loss or damage to any person or goods whether or not that loss, damage or injury arises from the negligence of staff or contractors employed by the Sunshine Coast Council. Vendors who chose to leave their set up overnight do so at their own risk. |
| **Wet Weather Arrangements** |
| In the event of severe weather or other significant disruption leading up to or during the event, the decision to cancel the entertainment will be made by Event Managers. A full refund of site fees will be given if the event is cancelled. |
| **Garbage and Recycling** |
| * Food stall holders are encouraged to minimise waste and use recyclable products for serving. * Bins will be supplied for general waste, recyclable products and cardboard. It is your responsibility to sort and dispose of your rubbish. * All oils must be removed from the site at the end of the event. There is no on-site oil disposal facility. * Inappropriate dumping of waste will impact your selection for future events. |
| **Cleaning Fluids & Grey Water** |
| * Only biodegradable ecologically sound detergents and cleaning fluids will be permitted for use. * You are responsible for the removal off-site and disposal of grey water in an appropriate manner. * Dumping of grey water in garden beds or drains will impact your selection for future events. |
| **Potable Water** |
| Potable water must be brought with you onsite. |
| **Site Clean Up** |
| Sites must be left as they were found. It is your responsibility to remove ALL waste and ensure site is left clean and tidy |
| **Conduct** |
| * Food vendors and their staff must: * Discuss any issues or concerns directly with council * Be considerate and respectful of other customers, local retailers and council staff; and * Comply with all instructions given by council staff who have jurisdiction in relation vendor activity i.e. Event Management, Venue Management, Risk Management, Health Officers, Local Laws Officers and overall management. * Event management reserves the right to eliminate stall holders or their staff from site if their behaviour is deemed disrespectful or violent. |
| **Subletting** |
| You are not entitled to assign, share or sublet all or part of your stall site without prior written consent from council. |
| **Right to Veto** |
| Council reserves the right to enter any stall site and remove any signage, picture, poster, written material or any other item considered unsafe, inappropriate or offensive. Council will also remove any unapproved food, beverage or product. |
| **Cancellation** |
| You must notify council in writing if you wish to cancel this permit no less than 21 days prior to the event. Failing that the full site fee will be forfeited to council. |
| **Termination** |
| If this permit is breached, council reserves the right to terminate this agreement and take possession of the stall area. Council reserves the right to expel any stall holder or stall holder’s staff from the event site at any time. |
| **Indemnification** |
| You hereby indemnify council against any and all claims arising directly and indirectly out of your use of the site except to the extent it is caused by council’s actions.  Any breach by you of the terms and conditions appearing in this permit may result in the cancellation of your entitlement to use the site. |

