

LUMINOUS

STALL HOLDER APPLICATION / AGREEMENT FORM

The Stall holder requests a site at LUMINOUS on 13th & 14th July 2019
agreeing to the terms and conditions of this Agreement

DATED		The..... Day of 2019.....					
STALL HOLDER DETAILS							
STALL TRADING NAME / COMPANY NAME							
FIRST NAME/S			LAST NAME/S				
STREET ADDRESS			CITY		STATE	POSTCODE	
CONTACT NUMBER/S <i>Daytime number required</i>							
EMAIL ADDRESS							
STALL TYPE <i>Description of food/menu</i>							
SITE SIZE REQUIRED		Please specify size of your van/trailer or space needed					
PLEASE NOTE – FOOD VENDORS MUST SUPPLY THEIR OWN POWER FOR LUMINOUS							
MARKET SET UP		VAN		MARQUEE		OTHER	
SPECIAL REQUESTS <i>E.g. Position, Adjacent Stalls</i>							
SET UP		<i>How long to do you need to set up?</i>					
PUBLIC LIABILITY <i>You must have your own Public and Product Liability (min \$10 Million) Please attach a copy of current policy</i>			INSURANCE COMPANY & POLICY NUMBER		EXPIRY DATE		
TEMPORARY FOOD STALL LICENCE <i>Market Food Stalls require a Temporary Food Stall Licence (Food Act 2006) from local Council.</i>			PERMIT NUMBER		EXPIRY DATE		
This application is to become a stall holder at Luminous 2019. We will acknowledge receipt of your application by email. Applications received are not guarantee a site. All successful applicants will be advised as soon as possible. By signing this form, you hereby acknowledge that you have read and agree to all Terms and Conditions.							
SIGNED BY THE APPLICANT/S							
<i>Please complete this form and return to the Event Coordinator</i>		BY EMAIL CommunityEvents@gladstone.qld.gov.au			IN PERSON GECC – 58 Goondoon Street, Gladstone		

STALL HOLDER APPLICATION / AGREEMENT FORM

(Temporary Market Site)

TERMS AND CONDITIONS

DEFINITIONS

"Agreement" means the Stall Holder Application/Agreement Form.

"Agreement Date" means the date set out in the beginning.

"Luminous", "we", "us" or "our" means LUMINOUS.

"Event" means the day of the event.

"Markets" means the food vendors at LUMINOUS conducted in The Tondoon Botanic Gardens, Gladstone.

"Event Co-Ordinator" means our duly appointed manager of the Event.

"Site" means the space on the ground at the Event that you are allocated from us.

"Stall" means the space in which you will sell your products.

"Stall Holder", "you" or "your" means the Stall Holder named at the beginning.

AGREEMENT CLAUSES

1. You acknowledge that you have read and understand all the terms and conditions set out in this Agreement. By signing this Agreement, you agree to and acknowledge that you are bound by these terms and conditions.
2. Non-Compliance by you with these terms and conditions will be considered a breach of this Agreement and will entitle us in our absolute discretion to terminate this Agreement.
3. Our authorised staff are totally responsible for the operations of the Event and they may in their absolute discretion vary and apply exemptions to these terms and conditions for any Stall Holders and shall make all final decisions on any matters to do with the running of the Event.
4. We reserve the right to decline or accept any applications at our complete discretion.
5. This Agreement commences at the time you arrive on site for setup for the event and concludes after you have packed up and left the Site.
6. We will not agree to any other term of this arrangement other than for the event.
7. For the avoidance of doubt, this Agreement reflects a standing arrangement between you and us and shall govern the relationship between you and us with respect to you operating the Stall at the Site during the Event.
8. Site Fees are to be paid by the due date before the Event or unless otherwise agreed in writing by us. Payment at the Event is not available.
9. This Agreement may not be transferred as assigned by you to any other person. That is, you may not transfer, assign, sublet, share or otherwise deal the whole or any part of the Stall on the site.
10. If you do not intend to use the Stall at the event are being and you have not terminated this Agreement, you must advise the Event Co-Ordinator in writing. Otherwise you will be liable for the Fees for that day to us, or if you have already paid the Fees, you will not be entitled to a refund.
11. We have the sole right of placement of any Stall Holder, truck, van or trailer and the right to relocate you to a different Site and Stall as the Event Co-Ordinator in his/her sole discretion determines.
12. You authorise us to use images of the Stall being operated by you for Media and Social Media releases, Television and Print to promote the event.
13. We accept no liability whatsoever for any damages or costs suffered or incurred by your business conducted from the Stall, your products or staff and you, and by signing this Agreement you agree to indemnify and keep indemnified us from all such damages and costs.

CANCELLATION OF EVENT

14. We will operate the event during inclement weather unless the Event Co-Ordinator in his/her sole discretion, or an appropriate regulatory authority, determines it is unsafe to do so and declares the Event cancelled. If an Event is cancelled, you will not be liable to pay fees for that Event. Unless an Event is cancelled you must attend and operate your business from the Stall.
15. If any infrastructure relating to the event is damaged due to such incidents as, but not limited to, fire, storm or other severe weather event, we reserve the right to cancel an Event until such time that the infrastructure is repaired and deemed safe.

STALLS

16. Signage - You will need to provide promotional banners and display materials to make your Stall look fabulous. We reserve the right to remove any signage that has not been approved pursuant to clause 17.
17. Stall Design/Fit-out - Stall display, furniture and signage must be approved by us, prior to installation. Please submit in writing upon signing this Agreement or as soon as possible thereafter a design plan and/or notes detailing your proposal.
18. Stall Holder Clean-up - Upon ceasing trade at the event, your Site must be returned to clean and tidy. All rubbish must be removed from the Site. Whilst the event is in operation, Stalls must maintain a neat and tidy appearance.

TENTS/MARQUEES (Where Applicable)

19. All tents/marquees must have the appropriate weights because of high windy conditions up to and over 50kmh. Weights should be a minimum of 15kg on each leg of your tent/marquee, but you must also have the capacity to add an additional 15kg to each leg (total 30kg) should weather conditions dictate. All equipment should be safely locked down within and under the tent/marquee.

POWER (Own Supply)

20. You must supply your own power for this event. Solar, gas or battery power are preferred.
21. Leads and power boards appropriate to the power loads that you will be drawing must be used. All power leads must run behind Market stalls and never run across roads, pathways or overhead of roads or pathways.
22. The Event operates in a public space and therefore all outdoor cables may be exposed to the elements. You should therefore at all times be careful around any power cables and not place heavy items on, or drive vehicles over, any power cables that are exposed.
23. If generators are used, they must be quiet and not disruptive to patrons.

CLEANING

24. We will provide cleaners to keep all public areas clean and tidy.
25. We will provide bins (general and recyclables) for the use of the public. You must not use the public bins. All waste must be contained within your Site and removed at end of trade. You must ensure your staff understand and abide by these rules.
26. It is your responsibility to tidy up and keep your own space clean.

SECURITY

27. You must not drive any vehicle within the event area during operating hours.
28. Vehicular access to the Event is strictly limited to a period of two hours prior to Event opening hours and two hours after trading ceases. All access is permitted only by Event Co-Ordinator. You should never leave anything valuable unattended or on site overnight.

PARKING

29. We recommend that you only bring 1 (one) vehicle where possible. You must make arrangements with the Event Co-Ordinator where you, and your staff (if applicable) are to park your vehicles. If any vehicles are parked incorrectly, they may be towed or liable to fines.

HEALTH AND SAFETY

30. The health and safety of all visitors is of utmost importance to us.
31. All power boards, extension cords and other electrical equipment must be tested and tagged by a qualified electrician. All gas bottles must be checked for being valid for use and compliance stamped by a qualified gas fitter. The use of untested and untagged electrical equipment and non-compliant gas bottles is strictly prohibited.
32. All spills must be cleaned up immediately.
33. Care must be taken at all times to ensure that any equipment or other items that may cause someone to trip, fall or slip are removed.
34. All food vendors, must provide a dry chemical fire extinguisher inside your stall in compliance with Gladstone Regional Council regulations. The extinguisher must meet all Australian standards and be serviced regularly.

35. If you are a food vendor you must at all times strictly comply with all safety requirements as specified in relation to your Annual or Temporary Food Stall Licence. You must display your current licence in the Stall at all times.
36. You must keep the Site and Stall clean at all times and conduct final clean up after the Event.
37. All "waste water" or "sullage" must be contained and removed for disposal. You must not dispose of any water or waste onto the sites. All waste oil must be placed in waste oil containers and removed from site for disposal.
38. We will provide the Event with a representative trained in First Aid who can deal with minor incidents only. In addition, you must also at all times have a First Aid Kit available in the Stall. Our First Aid representative may contact Emergency Services to seek medical support if deemed by them necessary to do so.
39. You will be supplied with the most up to date Fire and Evacuation Plan/Procedures. You must ensure that all your staff are fully trained and informed of the Event Fire and Evacuation Procedures. Our Event Co-Ordinator is available for training if and when required with prior notice.

INSURANCE

40. You must have Public and Product Liability Insurance in place before you commence to occupy the Site and Stall.
41. Your Public Liability cover must be a minimum of \$10 million.
42. You must provide to the Events Co-Ordinator a certificate of currency of your insurances before you commence trade at the event and whenever otherwise requested by the Event Co-Ordinator.

LIMITATION OF LIABILITY

43. You agree that you are liable and indemnify us for any loss or damage howsoever caused by you or any of your employees, agents or representatives to any property owned by us, others or the Gladstone Regional Council.
44. You agree to indemnify us and keep us indemnified from any claim, action, demand or suit arising from any direct or indirect loss or damage howsoever caused (including physical, psychological and/or financial) suffered by you or your employees, agents, representatives or any other person resulting from your participation in the Event.
45. You agree that you will not hold us liable for any theft of, or damage to, any of your property or equipment on-site and indemnify us for any claim by any of your employees, agents or representatives for the theft of, or damage to, any of their property on-site.

PRODUCTS

46. All products sold at the Event must be selected and approved by us prior to being offered for sale by you in the event.
47. You may be directed to change or adapt your food dishes or products range in accordance with seasonal or themed occasions or in the case of conflicts of interest with other parties or to maintain variety within the event.
48. Your products must comply with relevant safety and compliance standards and regulations.
49. Products you offer must not infringe on any third party rights including intellectual property rights (e.g. copyright, patents and design).

SITE MANAGEMENT

50. We have appointed the Event Co-Ordinator to control the site. You must at all times abide by all reasonable directions given by the Event Co-Ordinator.
51. Should an evacuation be deemed necessary, the Event Co-Ordinator will direct all Stall Holders, suppliers and patrons to evacuate. The control of the site may be taken over by Emergency Services, if necessary. Please refer to the Emergency and Evacuation procedures.
52. You are responsible for security of your own site, equipment and personal belongings.
53. Any issues that arise between you and other Stall Holders, customers or other patrons of the Event must be resolved through the Events Co-Ordinator. That is, you are not to take it upon yourself to resolve or attempt to resolve such issues.

STALL HOLDER CONDUCT

54. We reserve the right to remove you or any of your employees or representatives should you or they:
- fail to abide by any instructions of the Event Co-Ordinator or other staff of ours at the event
 - display any foul language, act in an offensive way or display violent or aggressive behaviour towards management, staff, other Stall Holders, customers or the general public
 - fail to abide by the parking regulations
 - be found to occupy the Stall under the influence of drugs or alcohol

SMOKING

55. There is to be no smoking within Stalls or the immediate Event area.

TRADING HOURS AND ACCESS TIMES

56. The day of the Event is Saturday 13th & Sunday 14th July.
57. You must be open and ready to trade during the event opening hours.

CHECKLIST	
ACTION	PLEASE TICK
Stall Holder Confirmation/Agreement signed and returned	
Copy of your Temporary Food Stall Licence Permit returned and displayed	
Copy of your certificate of currency of Public Liability Insurance returned	
All electrical leads and equipment tested and tagged	
Any gas bottles are compliance stamped by a qualified gas fitter	
Terms and Conditions read and accepted	