

## Major Events Terms and Conditions 2018/2019

These terms and conditions apply to the following events; The Mayor's Family Picnic, Pet's Day Out, Frankston's Christmas Festival of Lights, The Waterfront Festival, Ventana Street Fiesta and Party in the Park.

### Public Liability Insurance

You must provide a Certificate of Currency from your insurance company providing a minimum cover of \$10 million (food vendors must have minimum cover of \$20 million) and it must state the policy is 'Australia Wide'. Successful applicants must supply an updated policy with Frankston City Council listed as an interested party.

### Health and Safety Issues

All onsite must abide by the Occupational Health and Safety regulations in Victoria. Safety is everyone's responsibility. If you notice any hazards please report these immediately to the Event Officer or Safety Officer onsite.

Please bring your own trolleys and lifting equipment and ensure your staff adheres to all occupational workplace safety standards at all times.

Please keep walkways clear, avoid placing any obstructive objects where anyone can trip and fall over. **Pegging is not allowed**, please also ensure that all banners, marquees and blackboards etc. are securely tied and weighted down.

All marquees, inflatables and temporary infrastructure must be adequately weighted as per the engineer certificate of compliance specific to your structure. The marquee or inflatable manufacturer should be able to supply you with an engineer's certificate of compliance.

If you are unable to obtain a certificate of compliance for your marquee, inflatable or structure you must adhere to the guidelines compiled by the Hire and Rental Industry Association (HRIA). The full HRIA document can be found here: [HRIA Weighting Guide- September 2016](#)

Alternatively, you can approach a registered Structural Engineer or Civil Engineer who will be able to issue you with a certificate of compliance.

### Exclusivity

Council endeavours to choose a wide range of stalls, exclusivity cannot be guaranteed.

### Site Access Passes

Stallholders at Frankston's Christmas Festival of Lights and The Waterfront Festival will be provided with passes to access the event site during bump in and out. Failure to provide these to event security will result in refusal of entry to the event site.

### Cancellation

Notification of non-attendance is required, however there will be no refunds given for site fees in relation to non-attendance unless in extreme circumstances where notice has been given up to the discretion of the Event Officer.

In the case of inclement weather, some or all aspects of the event may be cancelled, delayed or changed. Site fees will not be refunded under these circumstances.

### **Damage**

Should any equipment or the site be damaged by a stallholder they are required to meet the cost of repair or replacement. Where vendors are required to pay a bond prior to the event bonds will be retained, partially or in full, as a result of damage to the event site. More information can be found below in regards to bonds.

### **Smoking and Alcohol Free Events**

All events are smoke free, this includes staff and volunteers involved in the event. Smoking is only permitted outside the perimeter of the event and is not permitted in back-of-house areas. All events except The Waterfront Festival (in the designated areas) are alcohol free events. Alcohol is not permitted in back-of-house areas or outside of designated areas for The Waterfront Festival.

Smoking and alcohol possession will not be tolerated and may result in ejection from the event site at the discretion of the Event Officers.

### **Site Conditions**

The event site must be left in the condition in which it was found. This includes individual food or market sites and back-of-house green room areas. All rubbish must either be disposed of in the event bins provided or taken home with you.

### **Photography Consent**

In signing on to be a part of our event you consent to your photograph being taken by our official photographer which may be used for promotional purposes for the event and other future major events at Frankston City Council.

### **Selection Criteria**

All applications will be assessed and ranked as part of our selection criteria. Selection criteria includes:

- Being based in the Frankston City Council municipality or surrounds. Preference is given to applicants who are based in and around Frankston City Council.
- Prior performance. If you have been involved in Frankston City Council events before prior performance is taken into consideration.
- Relevance to the event. A breakdown of each event vendor requirements is below.
- Benefit to and interactivity with the community at the event.
- Distribution of opportunities across providers and provider types. We will share the opportunities throughout the community.

### **Application Categories**

#### **The Mayor's Family Picnic**

This event is seeking performer, beverage and snack stalls (coffee, ice-cream, desserts etc.) local businesses, local community groups and local market stalls. Food Vendors are not required for this event. Applicants must be based within Frankston's municipality. Vendors outside of Frankston will not be considered.

#### **Pet's Day Out**

This event is seeking pet related demonstrations, food vendors, beverage and snack stalls (coffee, ice-cream, desserts etc.), animal related not for profit stalls, pet related market stalls, animal/pet related activities, animal/pet related commercial business stalls. Market, not for profit and commercial stalls and activities must be related to pets/animals.

### **Frankston's Christmas Festival of Lights**

This event is seeking Performers for the main stage, and performers for the parade/roving, food vendors, beverage and snack stalls (coffee, ice-cream, desserts etc.). Market stalls applications will be managed externally market stalls should not apply here.

Performers for the main stage must musical and able to play Christmas music/carols for most of their set. Food vendors and beverage & snack stalls must be capable of managing large crowds and volumes. Local community groups and market stalls will not be considered for this event.

### **The Waterfront Festival**

This event is seeking musical performers for the main stage, food vendors, beverage and snack stalls (coffee, ice-cream, desserts etc.), and market stalls.

Performers are to be musical (bands, soloists, duos, DJs) that are suited to playing on the main stage. Food vendors and beverage & snack stalls must be capable of managing large crowds and volumes. Market stalls must fit into the category of home-made/baked or grown. Local community groups, dance schools, commercial market providers will not be considered.

### **Party in the Park**

This event is seeking performer, beverage and snack stalls (coffee, ice-cream, desserts etc.) local businesses, local community groups and local market stalls. Food Vendors are not required for this event. Applicants must be based within Frankston's municipality. Vendors outside of Frankston will not be considered.

## **Food and Market Stallholders**

### **What is included in my site fee?**

- Site size as per chosen option
- Power (if requested). Requests for power at Party in the Park and The Mayor's Family Picnic may not be accommodated
- Cardboard skips and rubbish disposal units/facilities (short walk from site)
- Event facilities including security, traffic management, bathrooms and hydration station

### **What is not included in my site fee?**

- Marquee, infrastructure or equipment (unless specified)
- Staff or stock
- Rubbish collection from your stall, this must be taken to the skips provided
- Car Parking
- Water supply and hand washing facilities

### **Presentation, Products and Price**

We expect that all sites and staff are presented in a tidy, professional manner with clear signage indicating the cost of products. Whilst the Management does not set prices, there is an expectation that participants will strive to provide value for money to all event patrons. Council reserves the right to request food stallholders refrain from including certain items to be sold at the event.

### **Healthier food and beverage options**

Frankston City Council is working towards having a wider range of healthier food and drink options available at Council run events. The [Healthy Eating Advisory Service](#) provides information on why [Vendors](#) should consider offering healthier options and [specific actions](#) on how to achieve this. In future, Frankston City Council will look favourably on Vendors who are willing to include healthier choices on their menus.

### **Prohibited Items**

Please note the use and distribution of the following items is **prohibited** at Council events:

- Balloons
- Toy Guns or weapons

### **Site Fees and Bonds**

Site fees and bonds may be required for your site. If you are required to pay a site fee or a refundable bond you will be notified of this upon notification of acceptance for the event/s. A \$200 bond will be required for all food and beverage vendors for Frankston's Christmas Festival of Lights, The Waterfront Festival and Ventana Street Fiesta. This bond is refundable provided you have left your site in a presentable manner and no damage was caused.

### **Food Safety Requirements**

Stallholders selling edible items must comply with the Health Department regulations. On event day an Environmental Health Officer may be onsite checking all health regulations are being complied with.

### **Water**

There is no commercial water supply for the event. All necessary water must be brought to the event and taken from the event. A hydration station for drink bottle refills will be available.

### **Water Basin**

Food vendors must bring a hand wash basin with sanitiser separate to their food preparation area to meet health regulations.

### **Fire Safety**

Fire ban permits will be required for all stallholders with an open flame if vending within a total fire ban period. Please visit the [CFA's website](#) for more information and to apply.

Stallholders are required to have a mounted fire extinguisher (please ensure size and type is suitable) and blanket (1.8mx1.2m commercial model) at the event. Please ensure that this equipment is compliant.

### **Gas Supply**

Please refer to [Energy Safe Victoria](#) for the [Code of Practice for the Safe use of LPG's at public events in Victoria](#). Any stall holder using gas at the event must complete the Gas Safety Checklist on the day of the event and have it available for our Safety Officer to view upon request.

Safety checks will be completed on the event day to verify certificates of compliances and that all gas is stored correctly.

### **Power Supply**

Power may be available upon request however at some sites this may not be possible due to the limited access. Requests for additional power on the day cannot be accommodated.

If you have not provided the information in your initial application then connection to power will not be provided on the day.

All cables and power leads used are required to be tagged and tested.

### **Lighting**

Frankston's Christmas Festival of Lights and The Waterfront Festival applicants must supply their own lighting for evening trade. This is included in the site fee for licenced stallholders at The Waterfront Festival.

### **Waste Management and Recycling**

All traders are required to adhere to the waste management guidelines.

The amount of waste and litter generated at public events can be significant, creating an unsightly mess and resulting in huge clean-up costs. However, the general public expects the event environment to be 'clean and green'.

Frankston City Council requires that all stallholders adhere to the following:

Refrain from the distribution of:

- Plastic bags
  - Encourage customers to carry the goods bag free or in their own bag where possible
  - Give preference to paper bags (preferably 100% recycled) over plastic bags
- Plastic straws
- Polystyrene foam
- Overly packaged goods
- Wherever possible:
  - Reuse items, including packaging
  - Ensure packaging and goods are made from recycled materials
  - Ensure items and packaging can be readily recycled (see Council's [Bin Information](#) webpage for what can be recycled)
  - Flatten cardboard boxes and place in cardboard skips at the end of the day
    - No waxed boxes please (they can't be recycled)

Waste water is not to be disposed of at the event site, please ensure you bring adequate storage containers with you.

Stallholders are responsible for litter around their site. Please regularly clean up around your site and ensure that you correctly dispose of all waste and recycling at the end of the event.

Please be aware that the Environmental Health Officer will be patrolling the site to ensure that the waste management and recycling procedures are being adhered to.

## **Performers, Activity and Demonstration**

### **Working with Children Checks**

In line with the Child Safety and Wellbeing Act 2005 and the updated guidelines in 2017 we will be requesting a Working with Children Check from all performers, activities and demonstrations staff and volunteers involved who are over the age of 18.

For more information on Working with Children Checks and to apply, please visit their [website](#).

### **Call time at Stage/Demonstration Area**

You will be provided with a call time which is when you are required to be present at the stage for your performance or demonstration. Failure to present at this time may result in your slot being reallocated to another performer.

### **Riders**

Frankston City Council unless previously agreed to in writing will not accommodate riders. Drinking water and shelter will be provided to all involved in performances and demonstrations above the public-use hydration station. If you require anything outside of this please consult your Frankston City Council contact upon confirmation of involvement with the event/s.

### **Indemnity**

All stallholders and performers agree to indemnify and keep indemnified the Frankston City Council (FCC), its servants, agents from and against all actions, costs, claims, charges, expenses and damages whatsoever, which may be brought or made against them or any of them arising out of or in connection with the activity, except to the extent that FCC, its servants, agents contributed to the loss or liability.

Stallholders and performers also agree to:

- Abide by all event terms and conditions
- Not engage in any dangerous or unsafe acts, and will uphold and maintain a high standard of occupational health and safety
- Maintain a high level of customer service to all event patrons
- Communicate with all events staff, fellow stall holders and contractors in a friendly and respectful manner
- Comply with all directions from event staff
- Make payment of site fees, bond and equipment fees (if applicable) prior to the event date as per invoice. Please note if payment is required and not received by the invoice due date your site booking will be cancelled