



Noosa Jazz Festival Terms and Conditions Food and Market Stalls

Welcome to the Noosa Jazz Festival! As Noosa Shire's second longest-running event, the Noosa Jazz Festival has a proven track record of delivering significant cultural, social and economic benefits to the local region.

The festival is one of the key cultural events for the local community, and is recognized as one of Australia's most popular and enduring jazz industry events.

Experienced Food Stall operators are invited to apply for a position as one of the stalls on site at the Festival Village.

Please read through the Terms and Conditions carefully before completing your application.

1. Application Process

NB: Applications that do not supply the supporting material will not be considered.

The closing date for the Applications is **30th April**.

Note: You must be the registered and licensed owner and principal operator of the Stall and on site for the duration of the festival, including set up and pack down.

2. Selection Process

Selection of Stalls is based on the information you provide to us and factors we take into consideration when selecting Stalls for Noosa Jazz Festival include:

- diversity and variety of menus
- information and required paperwork supplied with application
- quality and attractiveness of your stall
- experience with working on festivals

Please include a thorough and detailed description of your Stall, menu items and festival experience. Please include any other additional material that will assist in the assessment of your application and continuation through the application process.

Some Stall Applications may not be accepted mainly for reasons of duplication and limited numbers. Non-acceptance is not a reflection on the Stall or Stallholder's quality.

If multiple applications are received offering the same style of menu, the local applicant will be considered first.

If successful, you will receive a notification by email. You will be advised if any additional paperwork is required. Full payment must be made before the festival and upon payment terms detailed within invoice.

Please note: The selection of Stalls are at the absolute and sole discretion of Noosa Jazz Festival management and all decisions are final. No further correspondence will be entered into with unsuccessful applicants.

3. Terms and Conditions

Whilst on Noosa Jazz Festival grounds all stallholders and their staff are required to comply with all Noosa Jazz Festival site rules, Council regulations and OHS Standards. Security will be on site at all times.

(i) Goods Sold

Noosa Jazz Festival intends to provide a diverse selection of food stalls that do not compete or conflict with each other's potential sales on site and provide an alternative experience for our patrons. The importance of the information provided in your application is essential to the overall collection of food stalls on site.

Only food and drinks that are listed on the Food Stall Application Form are permitted to be sold. In order to prevent over duplication of food items on menus the Stall Manager has the right to request removal of some items from your menu if required.

Certain suppliers may have exclusive rights and restrictions may apply.

(ii) Location on site

The festival will advise you of your location on site.

(iii) Electrical equipment

Each year food Stalls suffer from power issues many of which relates to faulty leads and power boards. It is the stallholder's responsibility to provide your own lights, leads and power boards fitted with circuit breakers, approved by a registered electrician, tagged and dated. The equipment must be water resistant and maintained above ground at all times. All equipment must be in safe working order and all leads must be tested and tagged by the supplier or owner.

(iv) Power

Power is supplied onsite and via distribution boards. The number and output is based on the user's consumption as requested on the application. Any over use of power can shut down the system for a period of time effecting trade for all. Any stallholder found accessing additional power not requested in the application form may be charged an additional fee.

In order for the festival to assess its required energy usage, stall holders must include a list of ALL equipment and amp usage with a total maximum of amps required based on 10 and 15 amp circuits. Only the calculated amount of electricity requested by the stallholder will be made available.

Note: All stalls are asked to keep consumption to the absolute minimum and must not exceed the requested total of power as shown on your application.

(v) Service Roads

Access to basic service roads behind your stall will be available for set up, restocking and pack down only. Parking on or by the service roads is not permissible at any time unless authorised by site management. You are permitted to park up to 2 cars in the Noosa Jazz Staff Car Park.

(vi) Visual Appearance

Please ensure your Stall is colourfully decorated in a way that not only reflects your product, but compliments the festival. Signage must be legible and colourful. The stall must be clean and presentable at all times both in front and back of house areas.

(vii) Boundaries

All boundaries of your nominated site must be observed and all goods, equipment and supplies must be displayed and housed within this area. You must not encroach onto walkways with products or signage or any other stall holders boundaries.

(viii) Safety

Whilst on the Noosa Jazz Festival site all Stall holders and their staff are required to comply with all Council regulations, OHS and Noosa Jazz Festival site rules. Anything at or around your stall must be securely anchored. All fabric decoration must be flame retardant. All stalls are required to have a dated working fire extinguisher and fire blanket.

(ix) Gas

Any use of gas canisters must be included within your application and be fitted by an approved gas fitter only and be firmly anchored to the ground within your stalls parameters.

(x) Restrictions

Noosa Jazz Festival reserves the right to prohibit offensive goods from being sold or displayed on site, and will remove any such material from the stall that may offend or cause trouble with police or infringe copyright.

Noosa Jazz Festival Management has overall control of signage, material or products sold or displayed at the event.

The unauthorised use of the Noosa Jazz Festival name and logo is prohibited.

4. Dates and Times 2015

Bump in:	Commencing from Thursday 3 September at 7.00am, for a scheduled program start on Thursday 3 September at 5pm.
Stocking/Restocking Times:	Festival operating hours - All cars off site.
Trading Hours:	Thursday 3 September – 5pm to 10pm Friday 4 September – 11am to 10pm Saturday 5 September – 11am to 10pm Sunday 6 September – 11am to 7pm
Bump out:	Sunday 6 September – from 7.15pm Note: Please allow the general public to leave first to avoid congestion.

5.1 Site Rules

- (i) Noosa Jazz Festival has exclusivity for all sales of **water, soft drinks and alcoholic beverages** throughout the festival.
- (ii) No coffee, tea etc to be sold unless written permission has been obtained.
- (iii) The sale of tobacco or cigarettes is prohibited.
- (iv) No alcohol or drugs to be consumed in or around your stall during set up, the festival or pack down.
- (v) No verbal or abusive behaviour.
- (vi) No children under 16 for set up, or pack down.
- (vii) No camping within the stall.

5.2 Site & OHS rules will be provided to you upon entry to the Festival site, however please note the following:

- (i) No vehicle access allowed during Festival Hours.
- (ii) No deliveries by truck or forklift.
- (iii) Do not drive faster than walking pace.
- (iv) On site speed limit must be observed and adhered to at all times.
- (v) No overnight stay.
- (vi) No amplified music.
- (vii) No pets or livestock.

Any stallholder that does not adhere to these rules may experience immediate closure of your stall, loss of stall fee and removal from the site by Festival security.

6. Festival Access

You will be provided with your staff identification upon arrival and induction to the festival site. It is the Stall Holders responsibility to provide all personnel with their identification and copies of the OHS and site rules before the opening of the festival. All staff must carry photo ID and wear the identification at all times during the festival. Staff without identification will be removed from site. Lost identifications will not be replaced and repurchase will be required at gate price.

7. Insurance

- (i)* Stalls are required to carry a Public Liability Insurance to the value of at least AUD \$20 million and must have the **Noosa Jazz Festival, ABN 67 157 943 603** noted in the policy as an interested party, indicating coverage until after the lead-out of the event.
- (ii)* All stall holders must cover their workers with a Work Cover Insurance policy.
- (iii)* Copies of the Certificates must be forwarded no later than 14 working days prior to the Festival.
- (iv)* It is the responsibility of Stall Holders to possess adequate property damage insurance for own property used at the Festival.

8. License

- (i)* Food Stalls must hold a current Noosa Council festival Event Food Stall Holder Permit.
- (ii)* All Food Stalls must hold a valid Food Safety Supervisor Certificate.

9. Council & Fire Department

- (i)* Daily checks will be made of your stall by Council Environmental Health Officers and the Festival Stalls Manager to ensure all Food stalls comply with the Food standard codes and the QLD Food handling Guidelines for Temporary Events. Any stall that fails to meet the standards required will have their festival permit revoked by the festival.
- (ii)* Random inspections will be made by the Fire Department and your equipment will take place throughout the festival. Please ensure you have ALL of the correct fire extinguishers for gas, electric and oil. These extinguishers must be dated and tagged.

10. Food Regulations

- (i)* All Stalls must comply with the Food Standards Code and QLD Health regulations and maintain high quality Food Practices at all times.

- (ii)* A minimum of one person per food stall must have completed and provide a valid Food Safety Supervisor Certificate as required by law.
- (iii)* Stalls must ensure a safe work environment as per QLD Safety regulations and must comply with Noosa Jazz Festival onsite OHS policy and procedure.
- (iv)* Please read and understand the Noosa Council Food Stall regulations.
- (v)* All stalls must have a fire extinguisher in good working order and fire blankets.
- (vi)* Noosa Jazz accepts no liability for any Stallholder, or stall holder's employee or contractor. All Stall holders are personally responsible and liable for any damage caused by them or their staff to any person or property on site. Stallholders are required to at all times comply with any and all legislative requirements, regulations and industry standard codes of conduct and to the maximum extent permitted by law, Noosa Jazz Festival and its associated entities will not be liable for any breaches by Stallholders and or their staff of any such legislation.

11. Other

- (i)* Stallholders report directly to the Stalls Manager and Noosa Jazz Festival Management;
- (ii)* Noosa Jazz Festival and Council Officers reserve the right to inspect Stall premises at any time and request presentation of all relevant documentation.
- (iii)* Security and the Police will be patrolling the site at all times and have authority to enter your stall at any time throughout the festival period including set up and pack down.
- (iv)* No alcohol, prohibited drugs, glass or aggressive behaviour will be tolerated within your stall, event site or camping area. Noosa Jazz Festival and on site police and security will remove any offender from site and shut down all operations of the stall.

12. Security

Professional licensed security including night patrols operate 24 hours over the Event (times are adjusted on Bump In/Out). Stallholders may remove stock/equipment each night and it is suggested you remove valuables.

All effort is made to secure the site but no responsibility will be taken for loss or damage to any person or goods whether or not that loss, damage or injury arises from the negligence of staff or agents of the Noosa Jazz Festival.

13. Parking

An area for 2 stallholder vehicles will be available on site. Conditions and locations will be advised once your application has been approved.

14. Fees and Charges

Food Stall Fees are based on the stall size, are subject to change and are listed in the Food and Market Application Forms.

15. Stallholder Tickets

Stall owners are offered four 4-day passes included in the site fees. Extra staff will be charged the fee as per the scale included in the application form. Please note tickets are not refundable.

16. Electrical Power

Charges are based on the total maximum consumption of the stall as described and calculated in the Application form.

17. Waste

Please ensure you place your waste daily in the bins provided. Also ensure you take all waste with you at the end of the festival.

18. Communication

Stall holders are requested to maintain a reliable email and/or telephone connection. Delayed response to urgent matters may cause deletion from the Stallholders list.

19. Invoicing

Tax invoices will be issued by Noosa Jazz Festival Pty Ltd for payment and will be sent to you via email. EFT details will be provided at that time.

20. Cancellation

- (i) Any cancellations by Stallholders less than 30 days prior to the festival will result in forfeiture of 50% of the total site fee.
- (ii) Any cancellation 14 days prior to the festival will result in forfeiture of 100% of the total site fee.

21. Termination

In the event of a breach of any of the terms and conditions contained herein Noosa Jazz Festival reserves the right to terminate this agreement.

Noosa Jazz Festival reserves the right to cancel or expel any Stallholder or Stallholders' staff at any time.