



The following Terms and Conditions will apply to all vendors who are selected to operate at the 2023 Gold Coast Titans All Schools event.

1. Health and Safety Requirements

1.1. Inspection of Sites

It is the responsibility of the vendor to trade in accordance with all relevant legislative requirements including the Gold Coast City's local laws, the Food Act 2006 and the Australia New Zealand Food Standards Code.

The City's Health Officers may inspect food vendors prior to each event day's trade. Food vendors not meeting the City's minimum health and safety requirements for selling food will not be permitted to trade unless any required improvements are made to the satisfaction of the Officers.

1.2. Structural Safety

Stallholders' structures will be required to comply with safety standards and have an assessment of structural sufficiency. Stallholders may be asked to submit certification by a suitable qualified person (rigger or installer with sufficient experience) for any structure that does not require a building permit. Any guy ropes or other tie down points shall be located away from public areas. The organisers have the right to reject a vendor's involvement in the events due to their site being unsafe or inappropriate.

1.3. Electrical Safety

All vendors are required to ensure all electrical devices installed at the event are compliant with the ANZ standard 3002 (Electrical Installations: Shows and Carnivals) ensuring all equipment is tagged and tested to AS/NZS 3760:2010.

During the event a licensed electrician may be onsite to inspect all electrical devices and cables being utilised by vendors, where required the electrician will undergo testing and tagging of equipment to ensure all equipment is compliant with standard 3002 (Electrical Installations: Shows and Carnivals) at the cost of the vendor. Any vendors that are not compliant with the above-mentioned standard will not be permitted to trade.

1.4. Fire Safety

The organiser requires all vendors to have the appropriate serviced fire safety equipment available in their set up when trading, in case of an emergency.

1.5. Sale of Food

Food vendors are required to conform to minimum safety standards. Further details regarding the sale of food and food safety may be obtained from the Gold Coast City's website:

<https://www.goldcoast.qld.gov.au/documents/bf/food-safety-guide.pdf>

All food vendors must be registered and must provide evidence of such registration with their application.

1.6. Accidents, Incidents and Risk Management

It is the responsibility of each vendor to promptly report any incident to the event organiser, including:

- Property damage
- Illness, accident or injury
- Anti-social or disruptive behaviour
- Hazards and near misses
- Any other issues raising concern for the health, safety or security of vendors or the public

1.7. Personal Safety and Security

Vendors are required to maintain an appropriate level of personal safety and security. The organisers will not be liable for the loss of goods, cash or personal items or damage to any goods including loss or damage.

2. Trade Requirements

2.1. Attendance

Payment of the vendor fees constitutes agreement by the vendor to attend the event on the agreed dates. If unable to attend, vendors must notify the organiser a minimum of two weeks prior to the event start day.

Failure to attend on the agreed dates may result in the organiser withdrawing permission for the vendor to trade on other event days.

2.2. Non-refundable Trading Fees

Only vendors selected to participate will be required to pay a fee. All fees are non-refundable however if events are cancelled due to COVID-19 restrictions refunds will be provided.

2.3. Trading Times

All vendors must be set up and ready to trade by no later than 30 minutes prior to the commencement of the event. Vendors must trade for the entire duration of the event as agreed, either day shift (7.30am to 5.30pm) or day/night shift (7.30am to 8.30pm).

2.4. Infrastructure

All infrastructure requirements and equipment necessary for trade must be provided by the vendor. All infrastructure must be stable and firmly secured, to avoid the possible risk of injury. Please ensure that the infrastructure and equipment is set up and maintained in an appropriately safe and secure manner. Vendors must confine their equipment, displays and signs to their designated site area and keep all pathways and thoroughfares clear and unobstructed. Any guy ropes or other tie down points shall be located away from public areas. All signage must directly relate to the products being sold. No commercial signs will be permitted.

2.5. Site Location

Successful applicants will be advised of their site position after payment of fees is received and no later than one week before the event. Vendors must advise the organiser of their required site size when submitting their application.

Vendors with genuine practical or logistical reasons for requesting a particular location may contact the organiser to discuss this request; however, there is no guarantee of the preferred position being allocated.

Site areas will not be perfectly to scale on site maps. Vendor sites may be relocated at any time and for any reason as required by the organiser.

2.6. Sub-Letting and Assignment

Vendors are not permitted to share, sub-lease or assign a site to another person without the prior written approval of the organiser. Vendors are not permitted to organise a replacement vendor if they are no longer able to attend the event, they must notify the organiser to ensure adequate approvals can be collated prior to the event.

2.7. Supervision of Sites

Vendor sites must be supervised at all times by an adult for the duration of each event day.

2.8. Power and Lighting

Access to single-phase 15Amp electrical power is available; vendors must notify the organiser of their specific power requirements when applying. Vendors must supply their own power boards and extension cords of at least 30 metres in length, tested and tagged in accordance with Clause 1.3.

If additional/specific lighting is required, vendors are permitted to bring their own tested and tagged safe and working lights.

2.9. Public Address Systems and Hawking

Loud or amplified product promotion by vendors is not permitted. Public address systems are not to be used without the prior written approval of the organiser.

2.10. Disposal of Rubbish

General waste and recycling bins will be provided by the organiser. It is the vendor's responsibility to dispose of or remove any rubbish appropriately and ensure that the area is kept clean and tidy. Large boxes and packaging are not to be disposed of on site. Vendors are responsible for removing these items. If your area is deemed to be unacceptable when you leave the event, you may be charged a clean up fee of \$100 (per day).

2.11. Competitions

Raffle tickets may not be sold, nor competitions run at any event without any necessary statutory approvals and without the prior written consent of the organiser.

2.12. Samples, Testers and Promotional Flyers

Product samples or testers and promotional flyers may not be distributed at the event outside the confines of your site without the prior written consent of the organiser.

3. Access

3.1. Traffic Management

The organiser may implement traffic management measures such as road closures or reduced speed limits at its discretion. Vendors are required to comply with all requests and instructions by officials or their representatives with regard to traffic management.

3.2. Vehicle Access

All vendors may enter and depart the site at designated times only.

All vehicles not used for service must be removed from the trade site area during trading periods. No vehicles may enter the trade site area during trading times (excluding emergency vehicles).

3.3. Vendor Parking

Dedicated parking space is not set aside on the trade site for vendors' vehicles. Parking will be available near to the trade site.

3.4. Set-up

Successful applicants will be provided detailed bump-in/out instructions. These instructions will be emailed and must be followed by all vendors. Bump in/out instructions are subject to change and vendors will be notified of any variation by the organiser.

3.5. Pack-up

Vendors must not commence pack-up until the daily closing time of each shift. This is both a safety issue and a trading requirement.

4. Promotions

The vendor consents to the organiser using any photographs submitted as part of the vendor's application to promote this or future events. The organiser may engage photographers/videographers to record activities on event days. The vendor consents to any photos/videos of the vendor, display and products taken to be used for promotional or archival purposes.

5. Sales

Although the organiser is committed to the successful promotion and delivery of all event days, the organiser does not take any responsibility for the level of sales that a vendor may achieve.

6. Cancellation by the Organiser

The organiser reserves the right to cancel the approval for any vendor without refund and/or ban the vendor from participation in future event days if it determines that the vendor has breached any of the Terms and Conditions; or the vendor is selling goods other than those specified in its application, without the prior written approval of the organiser.

7. Liability and Indemnity

The organiser shall not be liable for any injury, loss or damage incurred by a vendor who trades at an event day unless such injury, loss or damage is caused by the organiser's negligence. The vendor agrees to indemnify the organiser against any liability for injury, loss or damage which may be incurred as a result of the vendor trading at an event day.

8. Insurance

The vendor is to affect and maintain a policy of public liability insurance in an amount of not less than \$10million for the event.

9. Covid-19

The Gold Coast Titans All Schools event will operate in accordance with Queensland Government's COVID Safe Event Plan, and adhere to the latest advice including Restrictions on Businesses, Activities and Undertakings Directions. All vendors must be adhere to any, and all requirements and directions leading up to, and during the event.

10. Amendments

The organiser reserves the right to amend these Terms and Conditions and will notify vendors of any changes prior to their coming into effect.

10. Fees

The event fee is \$750 deposit plus 17.5% of turnover per vendor per site (five days). Successful Applicants will receive notification of acceptance and an invoice for a non refundable part deposit of \$150 to secure the agreement. A further invoice for \$600 being the balance of the deposit will be issued and payable 21 days prior to the event. If your Site Fee deposit have not been paid in full by the due date, the organiser may re-locate or cancel your booking without notice. The balance of the fee will be invoiced upon reconciliation of turnover - required in seven days, and payable within seven days of invoice.