

STANDARD TERMS AND CONDITIONS FOR Pop-Up Food Truck Events

1. APPLICATION, CONFIRMATION DATE & PAYMENT

1.1 To become part of the Pop-Up Food Truck (PUFT) community, vendors must apply for through the PUFT link on the website www.puftevents.com.au. An email will be sent out three weeks before the event. Interest to an event closes two weeks from the event.

1.2 Confirmation of acceptance will be sent out 10 days prior to the event. Decisions are based on the criteria set out in the application form and are decided by the TCC.

1.3 Decisions are based on the following:

- I. Application description around product and site provided upon application - www.puftevents.com.au.
- II. Previous adherence to attendance, theme requirements, payments and general behaviours.
- III. The ability to serve large numbers of customers - information passed on through application form.
- IV. Any other specific requirements for the event. TCC and PUFT Events reserve the right to choose any vendor that we feel best suits the event theme and requirements, although we attempt to make it as fair as possible throughout the year.

1.4 The main form of communication for PUFT Events is via email - admin@puftevents.com.au. Failure to follow the communication process will result in the possibility of your site being refused at the next event.

1.4 If accepted, you will receive a payment link 10 days prior to the event with payment having to be made 3 days before the event. Failure to pay by this date will result in your spot being cancelled and given to another vendor. You will receive a reminder payment 7 days before the event.

1.5 We will endeavour to give at least 10 days acceptant notice of each event however there may be circumstances where this is not possible, your payment due date will change in accordance to your accepted date i.e. payment is due 7 days after accepted email.

1.6 Payment for sites is to be made through the link given and must be via a credit card transaction. If credit card is not an option, you must email requesting for banking details (**\$5 extra administration fee**).

2. INVOICING & COSTS

2.1 Invoices will be sent out to each vendor immediately after payment is made through the payment link. Costs are detailed as below and can change at any point with written confirmation from management. Note that costs have changed due to COVID19.

Site:

0-4m	\$190 inc. GST
4-8m	\$250 inc. GST
Extra meter	\$22 inc.GST


Electrical

10 amp	\$20 + GST
15 amp	\$27.50 inc.GST
32 amp	\$80 inc.GST

2.2 Although we do attempt to review our costings once per year (the start of each year), costs could rise due to circumstances out of our control. Updates will be made through our online application form and updated terms and conditions on our website.

2.3 All electrical needs must be presented on application. The electrical contractor will check all leads to ensure the site is not over using a connection i.e. running more than two appliances per outlet etc. Failure to adhere these rules will result in an additional charge (\$20 per offense) as well as not being invited back to future events.

2.4 There are other events that we organise food vendors throughout the year that is subject to different pricing. These events cannot be applied for using the



online application, instead we will contact the vendor individually with full details including price.

3. TRADING HOURS

3.1 Stallholders are required to have their stall open and manned for the entire operating hours of each event. The standard event times are 5pm until 9pm unless communicated differently.

3.2 Each vendor must adhere to the designated bump in times described in section 7.

4. STALL SITE

4.1 You must confirm with management on application the size of your stall for the planning of each event to ensure you are aligned with the correct costing. This will also allow management to determine the location of each vendor.

4.2 Vendors shall not extend their goods beyond the boundaries of their nominated site. It is not acceptable for stallholders to encroach onto walkways or restrict access to other stalls.


4.3 Location of vendors will be determined by PUFT Events and will be communicated through PUFT Event management and contractors on each event day.

4.5 Vendors must obey all instructions given out by the PUFT team and any subcontractors.

5. STALL PRESENTATION

5.1 It is most important to create a colourful and festive atmosphere for and adhere to the application form presented to PUFT Events. It is recommended that you decorate your stall in a manner that reflects your goods or organisation - failure to do so may limit your chances for future events. **You will attract more people if your stall is bright, interesting and interactive.**

5.2 It is the responsibility of each site holder to maintain their site in a clean and tidy manner. All efforts should be made to recycle where possible. Removal of



rubbish from your site is YOUR responsibility, bins that are provided are for consumers ONLY - NOT VENDORS.

5.3 We will not tolerate poorly presented sites - please ensure you maintain your tent. We have the right to decide whether your site is in good condition and have the right to decline a site. If required, we can organise a PUFT tent (at your cost).

6. RUBBISH

6.1 General waste bins will be provided for patrons only. Please minimise waste and ensure you take all site rubbish away with you.

6.2 All sites will be inspected during bump out. Sites not left in a clean and tidy manner will not be invited to attend PUFT Events again.

6.3 If an accident does occur and creates a mess (e.g. oil spill) you must notify management immediately. You must make every attempt to clean mess up. If required, a third party will be organised to assess and the clean mess. The entire bill will be forwarded onto the vendor to pay. Failure to pay will result in being cut from the all future PUFT Events.

6.4 PUFT and/or event management will ensure that someone is on patrol always with the responsibility of changing bins. If you see rubbish on the floor, please use common sense and pick it up. DO NOT use customer bins for site RUBBISH.

6.5 The TCC has a strict no plastic policy with all events. You must adhere to this policy which is located on the application form. Failure to adhere to this policy will result in your site being cut from all future PUFT Events.

7. BUMP IN/BUMP OUT

7.1 All vendors must enter site during the designated bump in and out times, failure to do so will result in possible cancellation of your site on the day, and rejection of all future PUFT Events. Usual times are:

Bump-in 2pm to 4pm



Bump-out 9pm to 9.30pm

If you require early bump-in times you must have written approval from the PUFT Events team.

7.2. There is a 10km/hr speed limit throughout the event site during bump-in and bump-out.

7.3 Bump out will commence after the closure of the event. All vendors must leave venue no later than thirty minutes after event.

7.4 Please be mindful of each vendor as well as neighbouring residents by keeping noise to a minimum during bump in/out.

7.5 No site is to pack up early for any reason - the stall must remain open for trading until bump out begins.

8. VEHICLE

8.1 No vehicle can be utilised at the event after bump-in and cannot access event area until the event is completed.

8.2 Your vehicle must be parked away from event to allow consumers more room to park. Designated car parking will be communicated prior to each event.


8.3 When entering or exiting the grounds DRIVE CAREFULLY observing the 10klm/hr speed limit. Please turn your hazard lights on while driving on the grounds. Give-way to all pedestrians.

9. SUBLETTING

9.1 Vendors are not entitled to assign, share or sublet all or part of their site without prior written consent from the PUFT management.

10. CANCELLATION

10.1 Notice of cancellation must be given to management via email (admin@puftevents.com.au) before payment of invoice (3 days).



10.2 If cancellation occurs between day of payment due and one day before the event, PUFT Events will retain 25% of your total site fee to cover costs that have already occurred.

10.3 There will be no refund if a vendor cancellation occurs within 24hours of the event.

10.3 PUFT Events has the right to cancel any event due to unforeseen circumstances e.g. weather. If an event is cancelled we will attempt to give 24 hours' notice, however unfortunately this may always not be possible . PUFT will retain the payment which will go towards the next available event. Understand that PUFT endures costs before each event, costs which at times will not be refundable to us.

11. PUBLIC LIABILITY INSURANCE

11.1 Public liability insurance is compulsory for all vendors. A copy of your Certificate of your Current Public Liability Policy with a minimum of \$10,000,000 cover must be uploaded to the application form.

12. OFFENSIVE GOODS


12.1 The organisers of PUFT Events reserve the right to enter any vendor site and remove articles, signs, pictures or printed matter which are not eligible for display or are considered offensive.

13. USE OF AMPLIFIERS OR LOUD SPEAKERS

13.1 Use of amplifiers or loud speakers (or any other audio device) by vendors is prohibited except with prior approval through the application process.

13.2 Vendors are not permitted to employ, contract or program any performer or performance without prior approval through the application process.

14. TEMPORARY FOOD BUSINESS PERMITS



14.1 All food stalls are to be fully operative and connected to all services before trading. All food stalls must comply with the requirements of the Food Act 2006 and the Food Safety Standards. Food vendors may be required to obtain a Temporary Food Business Licence or must provide a copy of their current Mobile Food Business Licence (must hold a licence in Queensland) under the Food Act 2006. This licence must always be on display and must be forwarded uploaded to your application.

14.2 For more information, or to apply for a Temporary Food Business Licence, contact Townsville City Council Environmental Health Team). **This is the vendor's responsibility.**

14.3 We take no responsibility of your food licence, if you are deemed to not have a validated food licence at an event, the consequences are your responsibility. If you are shut down through the TCC, your vendor charge will remain.

15. ENVIRONMENTAL HEALTH REQUIREMENTS

15.1 All food stalls must comply with the requirements of the Food Act 2006 and the Food Safety Standards.

Council staff could be monitoring food stalls during each event. Premises found with inadequate facilities will be required to cease operation until any identified issues are rectified.


15.2 General Requirements

It is recommended that suitable fire extinguishers be provided where cooking appliances are in use.

15.3 Food Safety - as per environmental health requirements.

15.4 All food must be stored in conditions that protect it from deterioration and contamination. Suitable equipment must be provided to store cold food at less than 5C and hot food at more than 60C.

15.5 Pre-cooked food must be prepared and packaged in licensed premises and labelled according to the Food Act 2006.



15.6 Food products containing meat, poultry, fish, eggs, dairy products or similar potentially hazardous food must be kept refrigerated at 5C or less.

15.7 Cooked foods should be stored for no longer than 4 hours.
Food must not be stored or displayed outside the Temporary Food Business or other area accessible to the public.

15.8 Cooking equipment e.g. grillers, hot plates, open flame barbeques must be protected from dust, flies and other contaminants.

15.9 All perishable food must be shielded from direct sunlight.

15.10 There is a legal requirement for food vendors to provide a food approved thermometer which is accurate to +/-1C. This will enable food vendors to monitor food deliveries, production, display and storage temperatures.

15.11 Use tongs or suitable implements for the serving or cooking of foods.

15.12 Only disposable, pre-wrapped, single-use eating utensils are to be provided. Straws are to be protected from contamination in a single use dispenser.

15.13 All condiments such as sauces, mustards etc. must be contained in individual single use packs or pump style dispensers.

15.14 Food must not be accessible to the public. A physical barrier must be provided by means of glass, Perspex sneeze guards or clear plastic siding.

15.15 The public is to be excluded from all cooking and food storage areas. All animals are to be excluded from Temporary Food Business areas.

REMEMBER: "KEEP IT HOT OR KEEP IT COLD, OR DON'T KEEP IT AT ALL."

15.16 Personal Hygiene

15.17 All persons engaged in the preparation or sale of food shall: Wear clean and appropriate clothing.

15.18 Ensure they keep themselves and their work area clean. Utensils and gloves used to handle food.

15.19 No cuts, illness, sores on food handlers.

15.20 Money and food handled separately.



15.21 Keep long hair tied back.

15.23 Ensure hands are clean before commencing or resuming work, after visiting the toilet, smoking, or after handling a refuse container, handkerchief or nasal tissue.

15.24 No smoking in any food stall, van or other place where food is to be prepared and/or sold, or within 4 metres of the food stall/site. Designated smoking areas will be provided throughout the grounds.

16. MINIMUM REQUIREMENTS FOR FOOD PREPARATION AREAS

16.1 Structural Requirements - Temporary Food Businesses must have a roof suitable and approved floor material must be provided as a ground barrier. No raw timber is permitted in food preparation areas i.e. benches, cutting boards, wooden spoons.

16.2 Roof must be free from cracks or other defects, weatherproof and cover the entire food prep area and scullery.

16.3 Lighting must be adequate to provide a safe work environment.

16.4 Prep Surfaces and all equipment must be maintained in a clean condition free of all contaminants. All work benches, tables, trestles and the like must be of sturdy construction. Constructed of or covered by smooth, impervious, non-absorbent, nontoxic material. Used solely for food preparation. Free from cracks, crevices or other defects. Easily washed with an appropriate cleaner.

16.5 Hot & Cold Food Storage Unit must be adequate for requirements with a light inside cold room. Thermometer or temperature gauges provided. Able to maintain food at appropriate temperatures.

16.6 Personal Effects/Chemical Storage must be stored away from food preparation areas

17. GAS BOTTLE SAFETY All gas bottles onsite must be connected to an appliance even when not in use or stored away from any food stalls.

18. ELECTRICITY REQUIREMENTS

18.1 Upon application to each event you must supply us with what electrical needs you require. The cost of electricity is broken down in the invoicing section (section 2).

18.2 You must supply your own electrical leads which **MUST** be test and tagged. This will be spot checked by the electrical contractor and TCC. If there is not a test and tag present, you will not be able to operate.

18.3 Only tagged and tested appliances and cords can be used at each event. All electrical equipment and its use must comply with the provisions of the Electrical Safety Act 2002 and all subordinate legislation.

18.4 Be careful not to underestimate your power requirements as this can lead to faults and power failures. No double adaptors are to be used (tagged and tested power boards are acceptable). You will not be able to access any more power points on the day of event, so it is vital you are accurate.


18.5 If problems occur due to your negligence (e.g. over use of power including the use of a double adapter), you will be responsible of maintenance and replacement of any equipment that have failed over the misuse of electricity.

18.6 The vendor will be required to provide their own lighting if necessary - the event will have lighting for customers.

19. VENDOR MARQUEES

19.1 The Marquee is required to be of a professional standard that will tolerate all weather conditions, including strong winds.

19.2 The Vendor will be financially liable for any damage caused to their own structure or property or by their structure to patrons, other vendors, staff or Council infrastructure due to inclement weather, incorrect installation or being insufficiently anchored. It is the responsibility of the vendor to ensure their marquee is anchored securely for all weather conditions. Vendors must have their marquee securely pegged and weighted. PUFT management reserves the right to remove a marquee that they deem not securely anchored.



19.3 If you are interested in a PUFT tent, please send through your interest to admin (admin@puftevents.com.au), all expenses will be invoiced to you.

19.4 It is the responsibility of the vendor to secure all goods and chattels before, during and after trading hours. Marquees must remain on their allocated site for the duration of the event.

20. IMPROVEMENTS TO EACH EVENT

20.1 We continue to look at ways to build this event and continue its success into the future. We take feedback very seriously and will use it to help grow this event. This includes feedback from you as the vendor as well as the public.

20.1 Feedback will be forwarded on to the associated person/vendor and we reserve the right to correct any complaints that have come in. Customer service is our priority and we will do anything to ensure each consumer goes away with a positive outlook on the event.


20.2 If we feel that a vendor is not satisfying the needs of the consumer, we reserve the right not to invite the vendor to future events.

20.3 We want everyone to work as a team and with each other. The sole reason why PUFT was created was to bring the community together through food.

20.4 **An integral part of this event is to understand the amount of people that attend. At the end of each event you have 7 days to confirm through email how many meals you served on the day - an reminder email will be sent out the Monday post event day.**

21. SOCIAL MEDIA

21.1 One of PUFT Events main forms of marketing is through social media. We attempt to give every vendor ample screen time in the lead up to all events. Photo's used for our social media will be the ones supplied through the application form as well as any other requested photo's through email.



22.2 All photos provided to PUFT Events must be of high quality, PUFT Events reserve the rights to deny photo's and ask for improved quality. Failure to provide these photo's will result in your business not being marketed through our channels.

22.3 At no point in time are you to comment as a business or an individual to deliberately jeopardise PUFT Events, the TCC or any event that we are associated with. Failure to adhere to this term will result in a first warning, followed by the removal of your business from any future events in 2020.

22.4 At no point are you to upload your menu to our social media pages without written consent from PUFT Events. Failure to adhere to this term will result in a first warning, followed by the removal of your business from any future events in 2020.

23. VENDOR FAMILIARITY WITH EVENT MANAGEMENT PLAN

23.1 The Vendor must familiarise themselves with all aspects of PUFT's Event Management Plan and ensure associated documents are supplied through the application form. Confirmation of each event confirms that you, as the vendor agree to tall terms and conditions stated in this document.

24. COVID19 SAFE PLANNING

24.1The Vendor must familiarise themselves with all aspects to ensure that they are maintaining a COVID Safe environment for their staff and their customers.

24.2 Upon entering the site, PUFT Event staff will show you to your space and hand out a checklist for you and your staff. Please ensure you fill this checklist in within the first 10 minutes and hand back to staff.

24.3 It is requirement that your stall has sanitiser available for your customers and staff to have easy access to. You must also ensure that appropriate signage is on display throughout your area.

24.4 PUFT Event staff will create an entry and exit point to your stall as well as a designated "waiting" area. We encourage you to place a menu at the beginning of the line-up area.

24.5 It is important that you ensure you do everything possible to assist in moving the line-up as quick as possible as well as ensuring the wait on food is as quick as possible.

24.6 Please present your own COVID safe plan within your area.

24.7 If you or your staff are sick, please stay home. We cannot have sick vendors and/or staff at one of our events.

24.8 If you feel people are not adhering to the social distancing, please ensure you say something to discourage it. The success to this event is up to all of us.

