

Manly Jazz

Sat 5 - Mon 7 Oct

2019 Pop-Up Wine Garden Opportunity



northern
beaches
council

Event Overview

Now in its 42nd year, Manly Jazz remains an iconic event for Manly and indeed the Sydney region. The festival continues to reinvent and attract tens of thousands of visitors to Manly annually to enjoy fine tunes from renowned musicians, and to soak up the relaxed sunny seaside vibe for which Manly is famous.

Manly Jazz has a rich history of dishing up some of the best live jazz performances from across Australia and around the world. Presenting a diverse range of genres that also includes funk, blues and swing, the event attracts a mixed

crowd from 'hard-core' jazz aficionados to those who simply want to enjoy some great music by the beach.

As a partner you'll reach over 100,000 music enthusiasts from across Sydney, Australia and the world that flock to Manly beach over the October long weekend.

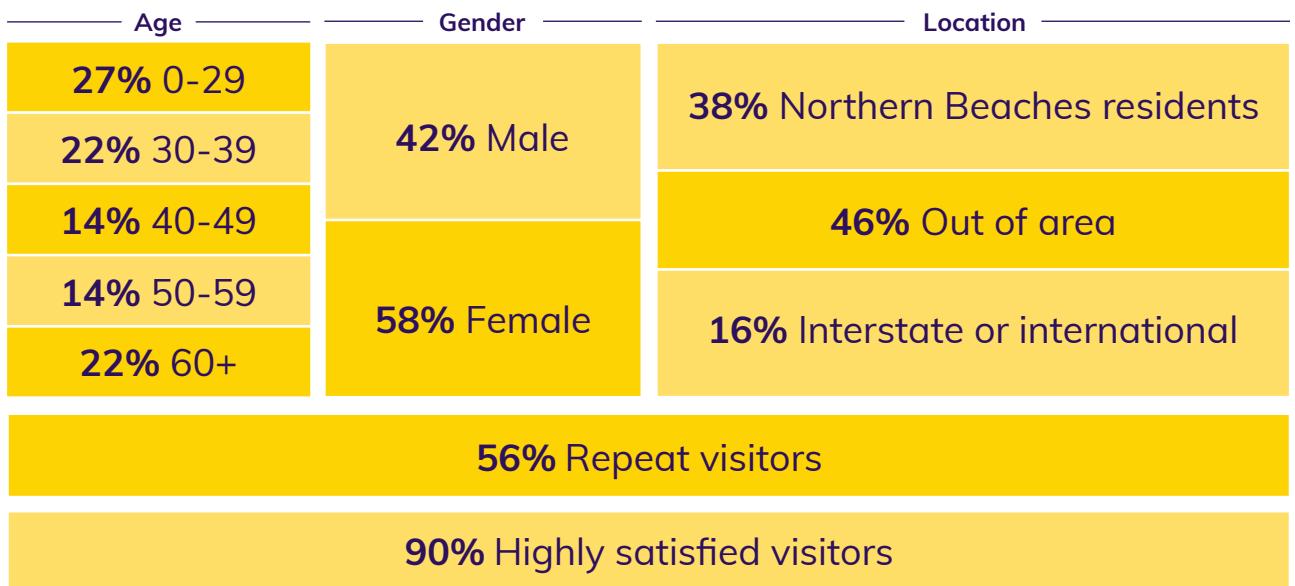
With its multiple stages scattered along the pedestrian Corso and the famous Manly beachfront, Manly Jazz is an open event which caters for all.





Fast Facts

132,000+ people attended over three days in 2018



The Opportunity

Northern Beaches Council is requesting proposals to develop and maintain a 'pop-up' wine garden in The Corso in Manly over the October long-weekend (5 – 7 October) as part of the Manly Jazz event.

The Scope

The pop-up wine garden at Manly Jazz offers a space approximately 40m x 14m in size.

Located on The Corso, between the New Brighton Hotel and Surf Dive 'n' Ski, it can operate from 11am to 6.30pm on Saturday, Sunday and Monday of the October long weekend (5 – 7 October). Previous operators have included a small music stage/DJ within the garden, however this is an optional element.

Wine, beer and cider may be available for purchase. Non-alcoholic soft drinks

and water should also be available as along with some foods, in order to comply with RSA requirements.

The following information highlights Council's requirements and expectations regarding the wine garden. It is expected that all submissions to operate the wine garden will detail how your business will meet or exceed these requirements. Please also provide details as to how you intend to present and operate the wine garden and any requirements/expectations you may have of Council.



Submissions and Enquiries

Email submissions no later than COB Friday 2 August 2019.

Franzisca Wakeman, Event Production Coordinator

Franzisca.Wakeman@northernbeaches.nsw.gov.au or call 9942 2603.

Council will review all the proposals and will nominate the successful operator by COB Friday 16 August. This will ensure that there is ample time for planning, liquor licenses and applications, etc.

Response to include:

- Nominated activation fee (minimum \$6,000)
- Business information including business name, address, phone, email, ABN. Northern Beaches based businesses are preferred but not required.
- **Proposed methodology** - applicant to provide a statement (minimum one page) verifying an understanding of the full scope of the works and the requirements of the specification, and outlining the provisions and measures the applicant will take in order to satisfy the requirements.
The statement should detail the resources and procedures proposed to be used, and clearly demonstrate the ability to complete the services in the manner and time specified.
It should include:
 1. demonstrated systems and procedures for the project management of staff and or subcontractors (including WH&S and quality assurance);
 2. demonstrated experience and expertise in providing similar services, providing details of similar projects completed within the last five years – to be substantiated through references.
- **Quality and presentation** - applicant to provide details on how they will achieve a mature, relaxed yet sophisticated venue in the overall event site that caters for those wishing to come and enjoy the vibe of the festival while enjoying refreshments. Proposal should include:
 1. Proposed infrastructure and décor
 2. Proposed beverage offerings
 3. Proposed food offerings
 4. Proposed entertainment offerings
- **Work Health and Safety, Service of Alcohol and Security** - Applicants must be able to demonstrate how they will implement a high level of work health and safety (WH&S) management and will achieve high level of workplace safety. Applicants must be able to demonstrate how they will manage RSA and security requirements.
- **Waste Management and Environmental Protection** - operator is required to agree to observe the Waste Management and Environmental Protection requirements outlined in the scope above.
- **Insurance** - applicant to provide an undertaking that all required insurance policies will be taken out at no cost to Council, should the applicant be successful in being awarded the contract.



1. Activation Fee

As part of the agreement to operate the wine garden for three days, the operator will agree to pay Northern Beaches Council an activation fee. This activation fee will be nominated by the operator and agreed with Council as part of the selection process and will be a minimum of \$6,000 + GST for three days of operation, payable upon invoice before the event commences.

No refunds will be provided due to inclement weather except in the case that the event is cancelled by Northern Beaches Council prior to the commencement date of the event (5 October 2019).

2. Quality and Presentation

The wine garden shall be of a standard and style that will appeal to the event demographic. Council expects that the wine garden will be a “mature, relaxed yet sophisticated venue in the overall event site that caters for those wishing to come and enjoy the vibe of the festival while enjoying refreshments.”

Submissions must demonstrate how the operator will present a quality, premium and sophisticated product that will be appealing and engaging in appearance. To protect the integrity of the event, it is expected that all products for purchase will be deemed as good value by the public.

Drinks may be served by the glass only, no bottle service permitted. Drinks may not be served in single use plastic containers or glass containers (unless tempered glass). Any products containing alcohol that are purchased in the wine garden may not be removed from the licensed premise under any circumstances and this will need to be managed by RSA Security during operational hours. Council policy also does not permit the display of signage or branding containing any alcohol products in the public space, including in the wine garden.

The wine garden is in a smoke free zone and smoking will not be permitted in the wine garden.

Details or examples must be provided noting how the area will be operated safely and within all RSA, Northern Beaches Council and NSW Police expectations. The operator must nominate an approximate number of patrons to be in the wine garden at any one time and must demonstrate how they will control the capacity of the wine garden (eg. clickers at gate). The operator must provide details of a security plan with a minimum of security at all entrances/exits during operation hours and at least one additional security personnel within the garden (recommendation is one security personnel per 100 patrons).

3. Trading Hours

The wine garden will be permitted to operate from 11am to 6.30pm daily with last drink service at 6pm.

The operator recognises that Northern Beaches Council has agreed to cooperate with local Police in the provision of the wine garden and will therefore work cooperatively with both Council and Police in the unlikely event that either decides that alcohol service should cease. Examples may be due to a liquor license breach, an alcohol-related incident or, if required, prior to the commencement of the NRL Grand Final broadcast.

4. To be provided by Council

To facilitate the implementation of the wine garden, Council will provide the following:

1. Permission to operate a licensed pop-up wine garden in a designated space on The Corso, Manly, from 11am to 6.30pm on Saturday 5, Sunday 6 and Monday 7 October 2019 as part of Manly Jazz.
2. An area approximately (but no greater) than 40m x 14m on The Corso for the placement and operation of the wine garden. All associated equipment, furniture and infrastructure for the wine garden must be contained within the footprint provided.
3. Access to multiple single-phase power connections at the southern end of the agreed space. The operator is responsible for determining power requirements and providing all power leads for use within the space and for these to be run safely at all times i.e. in cable ramps or hung overhead.
4. Waste management. Bins for glass, paper products and other rubbish will be provided to the operator for placement in the back-of-house space and/or the wine garden area as required. These will be regularly cleared by Council staff as part of the waste management program for the overall event.
5. The lifting of the existing ‘alcohol free zone’ normally operating in the area. This will only be lifted for the agreed operating hours and in the designated space. All other areas will remain under the existing ‘alcohol free zone’ requirements.
6. Promotion of the Manly Jazz event including the wine garden.

5. To be provided by the Operator

To operate the wine garden, the operator must provide the following:

1. All infrastructure required to operate the wine garden including fencing, lighting, furniture, signage, cool rooms, marquees/shade/umbrellas, glassware, bar and service infrastructure and floor covering.
2. A liquor license to operate in the designated area on the agreed days and during the agreed operating hours. A copy of this license must be provided to Northern Beaches Council prior to the commencement of operation of the wine garden.
3. Details of the drinks (alcoholic and non-alcoholic) to be served in the wine garden including pricing, serving sizes, serving containers, etc. Note that only beers, wines and ciders are permissible – spirits, liqueurs and cocktails are not permitted.
4. Details of the foods to be served in the wine garden including pricing, serving sizes, serving containers, etc. Note that other operators may be providing food to the public outside of or adjacent to the designated wine garden area. As such, any plans to serve food in scale and proportions beyond basic quantities required to meet RSA expectations may incur an additional fee similar to that charges to other food service providers.
5. Additional activation space beyond the wine garden area can be engaged by the wine garden operator for an additional fee to be negotiated with Council.

6. Suitably trained, qualified and experienced staff to operate the wine garden to the appropriate standard and safety expected of Northern Beaches Council. This includes nominating appropriate numbers of service and back-of-house/operational staff as well as security personnel. All staff must hold and retain current NSW RSA qualifications for the duration of the event.
7. An RSA Plan of Management. The operator must demonstrate how they will operate the wine garden within all laws associated with the responsible service of alcohol in NSW. This includes providing, prominently displaying and maintaining all appropriate signage and facilities in accordance with the liquor licence.
8. Any equipment to ensure any food products are transported, stored, managed, handled and served in accordance with the requirements of NSW Food Authority.
9. Checking and tagging of all electrical equipment to be used in the wine garden prior to the event to ensure they comply with all safety standards. The event organiser is not responsible for the safety standard or maintenance of any equipment.
10. Fresh water. There are no fresh running water facilities available at the site.
11. Waste water facilities. The operator is responsible for any waste water, i.e. a barrel for grey water waste in the back-of-house area of the wine garden to be checked daily and if necessary, emptied at the end of each day.
12. Safe operating procedures for the installation, daily operation, overnight management and removal of wine garden. This includes conducting a risk assessment of the site prior to installation and the provision of standard operating procedures and safe work method statements to ensure the safety of all staff, contractors and members of the public.
13. All cash handling and storage is the responsibility of the operator. No cash should be left onsite overnight.
14. An overnight security plan. As a basic safety and security requirement, no valuable and/or loose items or equipment should be left within the wine garden area overnight. While Council-provided security staff will be roaming the area throughout the evenings, Council accepts no responsibility for theft or damage to any property owned by the operator. Council recommends you employ security personnel to monitor any items remaining on site overnight. Council can arrange this at your expense as part of the overall event security arrangements, if desired.

6. Work Health Safety and Service of Alcohol

The operator shall ensure at all times that the requirements of the Work Health and Safety Act 2011 (NSW) and regulations are fully observed to the satisfaction of Workcover requirements, and that the relevant sections of the Act in relation to the health and safety requirements for non-employees entering upon or passing through the site are constantly observed.

The operator shall be liable for any fees or levies required by the Department of Industrial Relations or Workcover. The event organiser accepts no responsibility for the security and safe keeping of any cash collected by the operator.

The Liquor Act 2007 contains a number of offences in relation to the sale of alcohol. The operator must adhere to the provisions of the Liquor Act 2007 and must take note of the following requirements from the Act:

1. You must not sell or supply any alcohol to a person who is under the age of 18 years. This is even though that person's parent may directly request you to do so.
2. The operator and staff must individually assess each person who approaches the bar and determine whether or not that person is of a certain age.
3. If a person is possibly over 18 years of age but maybe under 25, then you should ask for proof of age and if a proof of age could not be produced you must deny any alcohol service.
4. If you believe that a person is under 18 years of age then you should deny alcohol service unless that person can produce the required proof of age to you.
5. Proof of age consists of a NSW driver's license, a Proof of Age card with photo identification issued by the Roads and Maritime Services or a passport.
6. The operator must not supply alcohol to any person who appears to be intoxicated or is becoming close to a point that you would call a person intoxicated. The operator's security personnel must be looking for intoxicated persons to remove them from the wine garden and event area. You should contact event staff, event security personnel or Police if you have formed an opinion that a person is intoxicated or becoming close to intoxication.
7. The stallholder is entirely responsible for any fines, restrictions or penalties issued by Police or OLGR compliance officers. The event organiser accepts no responsibilities for any breaches associated with the sale of alcohol or related activities at the event.

7. Waste Management and Environmental Protection

Northern Beaches Council is committed to reducing the impact of waste on the environment, particularly the food and related container waste generated at major events. As such, the operator is required to observe the following requirements.

All serving products must be either reusable or biodegradable materials including plates, cutlery, cups, straws, stirrers and napkins. All packaging/serving materials MUST be approved prior the event by Northern Beaches Council at least three weeks prior to the event commencement. For sustainable packaging suppliers please visit:
www.lgsa.org.au/sustainablechoice/product-search/162

The operator is expected to keep the wine garden area well presented at all times, in keeping with the overall event. Rubbish and empty bottles must not overflow from the supplied bins and The Corso surface/pavers must be protected from any spills/damage.

Grey water waste must be emptied into a grey water container. Water must not be poured directly into the gutters or tree-bases in the festival site. The drain is just for rain! Polluting waters constitutes an offence under the Protection of the Environment Operations Act 1997 with a minimum penalty of \$750 for individuals and \$1500 for corporations.



The operator must provide a bucket with a lid to collect any spilt oils and fats. It is the responsibility of the operator to remove this item after the event for appropriate disposal.

Balloons are not permitted and no bottled water can be sold or distributed.

Promotional giveaways are not permitted unless they are reusable and made of recyclable, environmentally friendly materials, both product and packaging, i.e. no plastic. These must be approved by Council before use.

Council's Waste Education Officer is available to discuss any waste related issues and will provide the operator with further information as waste management arrangements are confirmed.

8. Public Liability Insurance (PLI)

Northern Beaches Council requires that the operator shall effect and maintain at their expense a current public liability insurance policy, with an APRA approved insurance company, for no less than twenty million dollars (\$20,000,000) in respect of any one claim shall be unlimited as to the number of claims. The operator shall produce valid documentation that shows:

1. The amount of public liability insurance
2. The expiry date of the policy
3. Northern Beaches Council listed as an Interested Party on the policy.

A copy of this document detailing Northern Beaches Council's interest and the event is to be provided by the operator prior to the event.

9. Vehicle Access and Parking

Vehicles may access the site between 8am - 9.30am daily for set-up and stock replacement. Entry to the site will be via Henrietta Lane, however there is a strict 3-tonne limit (including payload) for all vehicles entering The Corso. Vehicles that exceed this limit must not go past the intersection of The Corso and Sydney Road near the intersection with Henrietta Lane. If required, trolleys or pallet jacks can be used to carry equipment and stock the remaining distance to the stall.

Limited site access is available daily after the event from 6.30pm, only once Council event staff have given the all clear and under strict supervision to ensure pedestrian safety. Under no circumstances is the operator permitted to leave the event premises prior to the conclusion of the festival.

There is no parking in the immediate festival site, however two parking passes will be issued to the operator. These will be valid for designated street parking areas in Manly (not including car parks). Council will not accept responsibility for any traffic infringements incurred.

10. Release and Indemnity

The operator unconditionally releases and undertakes to keep released Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the operator or any of the operator's agents. The operator agrees not to sue or make any claim or demand against Council in respect of matters covered by this release.

The operator will at all times indemnify and keep indemnified Council from and against any costs, expenses, damage, loss or liability incurred by Council arising from any claim, suit, action or proceedings (including legal costs on an indemnity basis) by any person against Council where such loss or liability is as a consequence of:

1. any negligent act or breach of law by the operator, its officers or agents;
2. any claims made against Council (by any third party) arising from the operator's exercise of its entitlements under this Agreement;
3. any actual or alleged infringement of any third party's intellectual property rights.

The operator's liability to indemnify Council is reduced proportionately to the extent that a negligent act or omission of Council has contributed to the damage, loss or liability. In this release and indemnity, "Council" includes Council's agents including but not limited to Council's members and employees.

Matters covered by this release and indemnity may be in respect of, but are not limited to, loss of, loss of use of, or damage to property of Council, personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property.

As the event organiser, Northern Beaches Council reserves the right to determine all fees and conditions, as well as the final format, location and operator of the wine garden. Northern Beaches Council reserves the right to alter details of the festival including, but not limited to, site location and date of the event.

The selection of the operator is at the sole discretion of the Northern Beaches Council. Northern Beaches Council reserves the right to accept or reject any submission based on the event's aims and objectives and the details provided in each submission, as well as the financial return to Council and the perceived overall 'fit' with the festival.

When an operator is accepted, the conditions, fees and guidelines provided by Northern Beaches Council must be agreed and followed. Non-compliance with these conditions could, at the sole discretion of Northern Beaches Council, result in rejection of the operator and their immediate removal from the festival with no refund.

Nothing stated or implied in the agreement shall constitute a relationship of partnership or employment between Northern Beaches Council and the operator (including employees and agents).

11. Selection Process

The final operator will be chosen based on the following criteria:

- The quality of the proposed presentation
- The types of products to be sold
- The inclusion of any music, entertainment or other performances
- Previous experience in safely operating a similar facility
- The proposed activation fee.

This opportunity will initially only be offered to locally based businesses. If a suitable submission is not received, Council reserves the right to offer this opportunity more broadly.





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