



# SALAMANCA MARKET

## STALLHOLDER LICENCE

### AGREEMENT



City of **HOBART**

<b>Issued date:</b>		<b>Licensee:</b>	
<b>Effective date:</b>	when executed	<b>ABN:</b>	
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<b>Summer site:</b>		<b>Guarantor:</b>	
<b>Winter site:</b>		<b>Address:</b>	
<b>Debtor number:</b>	TBA		

## **Contents**

<b>Definitions .....</b>	<b>4</b>
<b>Interpretation .....</b>	<b>6</b>
<b>Application of Licence.....</b>	<b>7</b>
<b>Licence Term and Obligation to Trade.....</b>	<b>7</b>
<b>Licence Renewal .....</b>	<b>7</b>
<b>Sub-letting .....</b>	<b>8</b>
<b>Joint Licensees.....</b>	<b>8</b>
<b>Transfer on Sale of Site Business .....</b>	<b>8</b>
<b>Transfer in Other Circumstances.....</b>	<b>9</b>
<b>Suspension or Termination of Licence.....</b>	<b>9</b>
<b>Return of Licence to Council.....</b>	<b>11</b>
<b>Approved Product Line .....</b>	<b>11</b>
<b>Change of Approved Product Line.....</b>	<b>11</b>
<b>Site Fee Adjustment.....</b>	<b>12</b>
<b>Food Business Site .....</b>	<b>13</b>
<b>Site Fee Credit Note or Reductions .....</b>	<b>13</b>
<b>Site Fee Payments .....</b>	<b>13</b>
<b>Approved Absences .....</b>	<b>14</b>
<b>Dispute Resolution Procedure .....</b>	<b>15</b>
<b>Market Operation/Non-operation/Cancellation.....</b>	<b>16</b>
<b>Relocation.....</b>	<b>16</b>
<b>Operational Guidelines .....</b>	<b>16</b>
<b>Insurance .....</b>	<b>17</b>
<b>General Conditions .....</b>	<b>17</b>
<b>Privacy.....</b>	<b>18</b>
<b>Intellectual Property.....</b>	<b>18</b>
<b>Limitation of Liability .....</b>	<b>19</b>
<b>Waiver &amp; Indemnity .....</b>	<b>19</b>
<b>Variation and Termination Right .....</b>	<b>20</b>
<b>Exclusivity .....</b>	<b>20</b>
<b>Operating Hours .....</b>	<b>20</b>
<b>Personal and Business Information.....</b>	<b>20</b>
<b>GST .....</b>	<b>21</b>
<b>Change of Licensing Entity.....</b>	<b>21</b>
<b>Licensee Consent to PPSR and Credit Checks .....</b>	<b>21</b>
<b>Guarantor Consent to PPSR and Credit Checks .....</b>	<b>21</b>
<b>Guarantee .....</b>	<b>22</b>
<b>Schedule One: Approved Product Line .....</b>	<b>22</b>

**Salamanca Market**

«First\_Name» «Surname»

**Stallholder Licence Agreement**

<b>Schedule Two: Optimal Product Line Mix .....</b>	<b>22</b>
<b>Schedule Three: Code of Stallholder Conduct .....</b>	<b>23</b>
<b>Schedule Four: Site Category &amp; Site Fee and any applicable Combination Food Business Premium and Consume On Site Food Business Premium .....</b>	<b>24</b>
<b>Special arrangements .....</b>	<b>25</b>
<b>Execution .....</b>	<b>26</b>

**Commented [mj1]:** To be adjusted as required when final draft complete.

Stallholder Licence Agreement

Definitions

1. Unless the contrary intention appears:

“Absence” means a Market Day when the Licensee does not operate the Site Business from the Stall Site;

“Agreement” means this agreement;

“Application for Change of Product Line Form” means the Council’s form used to provide details of a licensee’s requested changes to the product line supplied from their Stall Site, as amended from time to time;

“Approved Absence” means an Absence approved by the Council in advance of the particular Market Day or Market Days in accordance with the terms and conditions of this Agreement including clause 51;

“Approved Activity” means the specified activity the Licensee is licensed to perform by the Licence;

“Approved Product Line” means the products, activities or services specified in Schedule One;

“Authorised Officer” means an employee of the Council authorised by the General Manager for the purposes of The By-Law;

“Business Day” means a day which is not a Saturday, Sunday or public holiday in Hobart, Tasmania;

“Calendar Year” means the period from 1 January to 31 December;

“Code of Stallholder Conduct” means the code set out in Schedule Three as amended from time to time;

“Combination Food Business” means a food business conducted by a vendor selling and/or handling food, as part of their Site Business from a Stall Site within the Market, that is likely to be consumed outside of the Market Area but may be consumed within the Market Area, including fruit leathers, breads, bulk biscuits, cakes and confectionary but does not include fresh fruit and vegetables in their original form;

“Combination Food Business Premium” means the premium payable by the Licensee to the Council, in addition to the Site Fee, for conducting a Combination Food Business, as varied from time to time in accordance with clause 38(b);

“Consume On Site Food Business” means a food business conducted by a vendor selling and/or handling food and/or beverages as part of their Site Business from a Stall Site within the Market, that is intended to be consumed within the Market Area including hot foods, non-alcoholic drinks, coffees, popcorn, salad rolls, ice cream, protein balls and donuts;

“Consume On Site Food Business Premium” means the premium payable by the Licensee to the Council, in addition to the Site Fee, for conducting a Consume On Site Food Business, as varied from time to time in accordance with clause 38(b);

“Council” means the Hobart City Council and includes any employee, agent or contractor of the Council as the context requires;

“Credit Note” means any credit applied to an invoice issued by the Council to the Licensee in accordance with this Agreement;

“Dispute Resolution Procedure” means the dispute resolution procedure for solving disputes between the Council and the Licensee specified in clauses 54-61 of this Agreement;

“Electoral signage” means any graphic, pictorial or written display which can be viewed from the Market Area or a public street and which promotes a candidate or political party vying for election in a Federal, State or local government election or any other elections that may from time to time be conducted and specifically excludes a political party bumper sticker affixed to motor vehicles or Stallholders’ infrastructure;

“Exceptional Leave” means leave not to operate the Site Business from the Stall Site on a particular Market Day or Market Days granted by the Council to the Licensee in advance of such Market Days in accordance with the terms and conditions of this Agreement including clauses 50 - 53;

Stallholder Licence Agreement

**"Food Business"** means ~~any of a food-vendor-selling-and/or-handling-food-and/or-beverages-for-consumption-on-site-Combination Food Business or Consume On Site Food Business.~~

**"General Manager"** means the General Manager of the Council appointed pursuant to section 61 of the *Local Government Act 1993* (Tas);

**"General Public"** means people as a whole, not just those in a particular defined group, who attend the Market on a particular Market Day;

**"GST"** refers to goods and services tax under the GST Act;

**"GST Act"** means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) and its regulations and includes any Commonwealth Act and any other law that introduces, imposes, deals with or is related to GST, as amended from time to time;

**"Guarantor"** means the person described as the guarantor on the cover page of this Agreement;

**"Intellectual Property"** means all copyright, patents, registered and unregistered trade marks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

**"Joint Licensee"** means a Council-approved licensee, if any, who is licensed to share a portion of the Stall Site with the Licensee during the Term;

**"Legislative Requirements"** means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or the State or the Council which apply to the Market whether they specifically refer to the Market or not;

**"Licence"** means the licence issued to the Licensee by the Council in accordance with The By-Law and this Agreement;

**"Licensee"** means the party described on the cover page of this Agreement as the "Licensee and their employees, contractors and agents as the context requires;

**"Group Manager Events - City Marketing and Cultural Development and Salamanca Market"** means any person who is authorised by the General Manager to act in that capacity;

**"Market"** means the Salamanca Place Market, as constituted pursuant to section 189 of the *Local Government Act 1993* (Tas);

**"Market Area"** means that part of Salamanca Place which is closed on any day as specified in a Market Notice;

**"Market Crew"** means any person employed or engaged by the Council in relation to the operation of the Market at any particular time;

**"Market Day"** means the period of time on any day on which the Market Area is closed to provide a place for the sale of products and services, and for activities, notice of which has been given by a Market Notice;

**"Market Notice"** means a notice to operate a market in a newspaper published in the City of Hobart pursuant to section 189 (2) of the *Local Government Act 1993* (Tas);

**"Market Supervisor"** means any person who is authorised by the General Manager to act in that capacity;

**"Occupy"** means to place on or in the Market Area, road or footpath any temporary or mobile structures, wares, products, chattels, items, tables and chairs, or build any structure for sale, to enable the handling and sale of food or beverages or for any other purpose or to fence off any part of the Market Area to exclude members of the public, or to undertake any other activity in the Market Area;

**"Operating Hours"** means the operating hours of the Market specified in clause 93 or as specified by the Council for an additional Market under clause 93(c);

**"Operational Requirements Handbook"** means the Salamanca Market operations manual as amended by the Council from time to time;

**"Optimal Product Line Mix"** means the ideal mix of activities, services and products as determined by the Council from time to time, traded at the Market to provide its customers with a diverse range of Approved Product Lines;

**"PPSR"** means [Personal Property Securities Register](#);

## Stallholder Licence Agreement

“**Primary Stallholder**” means the primary contact person for communications by or with the Licensee where there is a Joint Licensee;

“**Privacy Law**” means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of personal information which is applicable to a party in the performance of its obligations under this Agreement, including ~~without limitation~~ the *Privacy Act 1988* (Cth), the *Personal Information Protection Act 2004* (Tas), any codes, principles, or guidelines contained in or arising out of such legislation;

“**Sale of Site Business Notification Form**” means the Council’s form used to provide details of a licensee’s proposed sale of their Site Business including the proposed purchaser’s identification details and proposed product line, as amended by the Council from time to time;

“**Site Business**” means any part or portion of the Licensee’s business that is directly related to the Market;

“**Site Category**” means the category of the Stall Site specified in Schedule 4 as varied by any recategorisation of the Stall Site in accordance with clause 3;

“**Site Fee**” means the fee payable by the Licensee to the Council for the Licence specified in Schedule Four as varied from time to time in accordance with clauses 36 – 38 and any recategorisation of the Stall Site in accordance with clause 3;

“**Salamanca Market Stallholders’ Association Inc.**” means whichever body is recognised by the Council from time to time as the main body representing Stallholders at the Market;

“**Stall Site**” or “**Site**” means the trading area within the Market Area licensed by the Council to the Licensee under the terms and conditions of this Agreement;

“**Stallholder**” means any person who is authorised by the Council to Occupy part of the Market Area on Market Day;

“**Term**” has the meaning specified in clause 4; and

“**The By-Law**” means the Salamanca Market By-Law No 1 of 2010 (Hobart City Council) and any subsequent By-Law which governs the operation of the Market.

## Interpretation

### 2. In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) a reference to a party includes that person’s personal representatives and permitted assigns, or being a corporation its successors and permitted assigns and any other person deriving title under that person or corporation;
- (c) a reference to the title of a particular Council officer’s position in this Agreement includes other similar or replacement positions if the specified position no longer exists at any time during the Term;
- (d) a reference to the singular includes the plural and vice versa;
- (e) a reference to a gender includes all gender;
- (f) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (g) a reference to a thing (including a right) includes a part of that thing;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) mentioning any thing after the words include, includes or including does not limit the meaning of any thing mentioned before those words;

### Stallholder Licence Agreement

- (j) no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or any part of it;
- (k) a reference to any legislation or legislative provision includes subordinate legislation, regulation or statutory instrument, made under it and any amendment to or replacement for any of them;
- (l) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement; and
- (m) a reference to “dollars” or “\$” is to Australian lawful currency.

### Application of Licence

3. The Licensee acknowledges and agrees that:

- (a) the Licence applies to the Stall Site for the particular Site Category;
- (b) the Council may recategorise the Site Category if and when additional services are provided by the Council for that Site Category including increasing the Site Fee to allow for the recategorisation;
- ~~(c)~~ (c) the Council reserves the right to change Market site boundaries if prompted by legal requirements and/or workplace health and safety requirements; and
- ~~(d)~~ (d) the Council may apply other licence terms and conditions to any other area or space into which the Market may expand in the future.

### Licence Term and Obligation to Trade

- 4. (a) This Agreement including the Licence operates from the date of execution to 30 June 2022 unless the Agreement is terminated prior to that date including if the Licence is cancelled (“Term”).
- (b) The Licensee agrees to trade at the Market from the Stall Site during the Term in accordance with the terms and conditions in this Agreement.

### Licence Renewal

- 5. The Council will subject to clauses 7, 8 and 9 at least three (3) months before the expiration of the Term give notice in writing to the Licensee requesting the Licensee to notify the Council in writing within thirty (30) days of the date of the Council’s notice whether the Licensee wishes the Council to grant a new licence for the Stall Site for a further five (5) year term.
- 6. If the Licensee does not request a new licence within the time period stipulated in clause 5 the Licence will expire at the end of the Term.
- 7. (a) The Council will not offer a new licence to the Licensee or issue a new licence to the Licensee if the Council is not satisfied, acting reasonably, with the Licensee’s performance of its obligations under this Agreement in relation to:
  - (i) payment of the Site Fees and any other fees, premiums or monies payable under this Agreement when due;
  - (ii) compliance with the terms and condition of the Licence and this Agreement;
  - (iii) sale of Approved Product Line(s) (including not selling items not listed on the Approved Product Line(s)) and the quality and standards of those products;
  - (iv) compliance with The By-Law and Legislative Requirements;
  - (v) adherence to the Code of Stallholder Conduct; and

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

- (vi) compliance with the operational requirements for the Market specified in the Operational Requirements Handbook).
  - (b) The Council will not act unreasonably or capriciously in deciding whether to offer and/or issue a new licence to the Licensee.
8. ~~For the avoidance of doubt, the Dispute Resolution Procedure applies to the determination of the matters listed in clause 5.~~ The Council will notify the Licensee of its concerns in writing if it is not satisfied with the Licensee's conduct under clause 7 and ~~the~~ Licensee will have ~~thirtyfourteen (3014)~~ days to respond to the Council's concerns.
9. If the Licensee fails to address the Council's concerns to the Council's satisfaction within a period of ~~thirtyfourteen (3014)~~ days from the date of the notice, the Council will not renew or issue a new licence to the Licensee.

### Sub-letting

10. Sub-letting and sharing of the Stall Site is prohibited.

### Joint Licensees

~~11. The Council may at its absolute discretion grant separate licences for a portion of a stall Site, provided that no Site or portion of a Site separately licensed is smaller than 1.5 metres on any side.~~

~~12-11. Existing~~ The Licensee acknowledges joint stall holding arrangements established prior to 1 July 2012 are permitted by the Council but ~~must beare~~ subject to:

(a) a written legal agreement between the ~~parties to the Licence~~ stallholders including a plan of the Stall Site showing the agreed occupation and who is the Primary Stallholder, a copy of which must be provided to the Council for approval before the joint stall holding arrangement commences;

(b) the Council approving the proposed joint stall holding arrangement; and

(c) this Agreement being terminated and a new licence agreement, substantially on the same terms and conditions as this Agreement in which the joint stallholders are jointly and severally liable, being entered into between the Council and the joint stallholders.

~~13-12. Joint Stallholders~~ If the Council approves the proposed joint stall holding arrangement for the Stall Site including issue of a new licence, it will prepare a new licence agreement in accordance with clause 11(c) for execution by the joint stallholders and this Agreement will terminate and the Licence will be cancelled when the new licence agreement with Council ~~is entered into jointly and severally liable under this agreement.~~

~~14-13.~~ For the avoidance of doubt:

- (a) ~~Ww~~ where one Joint Licensee is Absent, the other Joint Licensee or Joint Licensees may Occupy the remaining portion of that Stall Site; and
- (b) unless all Joint Licensees are simultaneously Absent, Joint Licensees are not considered Absent for the purposes of this Agreement.

### Transfer on Sale of Site Business

~~15-14.~~ The Council agrees to transfer the Licence or issue a new licence on similar terms to the Licence upon the sale of the Licensee's Site Business to a purchaser if all of the following conditions are met:

- (a) if the purchaser intends to change the product line of products for sale at the Stall Site, the Council's approval of that product line is subject to the new product line of products

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

corresponding in the Council's opinion with the Council's nominated Optimal Product Line Mix, determination of which will be made in accordance with clauses 32 - 33;

- (b) not less than thirty (30) Business Days prior to the proposed completion date for the sale, the Licensee submits to the Council a completed Sale of Site Business Notification Form;
- (c) the Licensee pays an administrative fee to the Council **on or before the earlier of the day the purchaser commences trading at the Stall Site or thirty (30) days from the date of** the Council's written notification that it has approved the transfer of the Licence or will issue a new licence. The transfer of the Licence or issue of the new licence will only be implemented upon payment of the fee. The fee will be set in accordance with Section 205 of the Local Government Act 1993 (Tas) and will be levied by the Council. The fee is subject to review each year based on movement in the Consumer Price Index for Hobart for the previous period and will be advertised as part of the Council's annual Fees and Charges Schedule.

~~16-15.~~ **(a)** The Licensee acknowledges and agrees that, subject to paragraph (b), a licensee may only hold one (1) licence at a time.

- (b) The Council may, at the Council's sole discretion, approve or reject a transfer of the Licence to an existing licence holder or a Related Entity or Relative of an existing licence holder.
- (c) In this clause 15 "Related Entity" and "Relative" has the same or corresponding meaning as the terms defined in Section 5 of the *Bankruptcy Act 1966* (Cth).

~~17-16.~~ If the Council approves the transfer of the Licence or the issue of a new licence it will prepare a new licence agreement for execution by the purchaser substantially on the same terms and conditions as this Agreement subject to changes to the Approved Product Line if any changes have been approved by the Council in accordance with clause 14.

~~18-17.~~ This Agreement will terminate on the latter of the date of the completion of the sale of the Licensee's business or the purchaser enters into a licence agreement with the Council.

### Transfer in Other Circumstances

~~19-18.~~ In the event of the death of the Licensee the Council will enter into a new licence agreement with the executor or administrator of the Licensee estate or a person who is entitled under the will **or as beneficiary under administration** to the benefit of this Agreement including the Licence provided that they comply with the requirements in clause 32.

### Suspension or Termination of Licence

~~20-19.~~ Subject to clauses 20, 21 and 22, this Agreement, including the Licence may be **suspended, cancelled or terminated by the Council at any time, regardless of whether the Licensee has commenced the Dispute Resolution Procedure,** if the Licensee:

- (a) fails to comply with any of the terms and conditions of this Agreement including the Licence;
- (b) fails to comply with the lawful directions of the Council;
- (c) fails to comply with Legislative Requirements including but **not limited to** relevant Australian and New Zealand standards for temporary electrical installations requirements and temporary gas installation requirements;
- (d) fails to comply with the terms of the Operational Requirements Handbook provided that if there is any ambiguity or inconsistency between the documents, the provisions of this Agreement will have precedence;

**Stallholder Licence Agreement**

- (e) fails to maintain the Approved Product Line(s) including selling items not listed on the Approved Product Line and/or failing to sell items listed on the Approved Product Line;
- (f) fails to pay the Site Fee or any other fees, premiums or monies payable under this Agreement to the Council in accordance with the payment terms elected by the Licensee in accordance with clauses 43 and 44 and approved by the Council;
- (g) fails to comply with the Code of Stallholder Conduct provided that if there is any ambiguity or inconsistency between the documents, the provisions of this Agreement will have precedence;
- (h) undertakes activities or offers for sale products or services in breach of any Tasmanian or Commonwealth law;
- (i) uses any of the Council's Trade Marks or any unauthorised image of the Market without the prior written permission of the Council or, if permission has been granted, otherwise than in accordance with the Council's permission;
- (j) in the opinion of the Council acting reasonably, is acting in a way which jeopardises or may jeopardise the reputation, integrity and/or operation of the Market or the safety of any members of the General Public;
- (k) becomes an insolvent under administration (as defined in section 9 of the Corporations Act 2001 (Cth)), ceases or threatens to cease carrying on business or is otherwise unable to pay its debts as and when they fall due for payment;
- (l) (being a company) becomes an externally administered body corporate (as defined in section 9 of the Corporations Act 2001 (Cth)) or a person becomes a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) of any of its property; or
- (m) proposes to enter into or enters into any composition, arrangement or moratorium with its creditors or any class of its creditors whether formal or not.

21-20 In the event that the Council claims the Licensee has breached clause 19, the Council will cause a notice in writing to be served on the Licensee specifying the nature of the breach and warning the Licensee if they do not remedy the breach within five (5) days from the date of the notice ("Rectification Period") the Council may exercise its right to suspend or terminate this Agreement including cancellation of the Licence.

22-21 If the Licensee fails to address the breach notified to it by the Council in accordance with clause 20, to the Council's reasonable satisfaction (which may include demonstrating it has not breached clause 19) within the Rectification Period, the Council may suspend or terminate this Agreement including cancellation of the Licence by written notice to the Licensee if the Licensee does not rectify the breach within a further five (5) days of the Council causing a further notice in writing being served on the Licensee ("Further Rectification Period").

23-22 During the Further Rectification Period, the Council may suspend or terminate the Licensee from trading, or selling specific products, services or conducting activities from the Stall Site and/or relocate the Licensee to another site at the Market whilst the breach claimed by the Council is being resolved.

24-23 The Council may also suspend or terminate this Agreement including cancellation of the Licence if for reasons of safety, security or operational necessity the Council ceases to operate the Market for a continuous period of more than one month by giving at least one month's notice in writing to the Licensee.

25-24 If the Council recommences operating the Market within one year of the date of termination of this Agreement under clause 23 it must at or before that time offer to the Licensee a new

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

agreement including a licence to operate a stall at the Market on similar terms to the cancelled Licence.

~~26-25~~. The Licensee may terminate this Agreement at any time with notice in writing to the Council of at least seven (7) days and this Agreement will terminate on expiry of the notice period and the Council will cancel the Licence.

~~27-26~~. On termination of this Agreement including cancellation of the Licence the Licensee will immediately pay to the Council all monies owing to the Council including the Site Fee and any Combination Food Business Premium or Consume On Site Food Business Premium.

~~28-27~~. The Council agrees to not unreasonably or capriciously cancel the Licence or cease to operate the Market.

### Return of Licence to Council

~~29-28~~. The Licensee may surrender the Licence to the Council before the expiration of the Term and the Council may in its absolute discretion pay the Licensee an ex gratia payment.

### Approved Product Line

~~30-29~~. The Licensee acknowledges and agrees the Council:

- (a) approval of all product lines is required to ensure maintenance of an Optimal Product Line Mix for the Market;
- (b) retains the right to amend the Optimal Product Line Mix from time to time in consultation with the [Salamanca Market Stallholders' Association Inc.](#)

~~31-30~~. Council will provide the Licensee with written documentation on Approved Product Lines when updates or changes occur.

~~32-31~~. The Licensee agrees to not:

- (a) sell or offer for sale any material that may reasonably be considered by the General Manager to be obscene or offensive;
- (b) display Electoral signage; and
- (c) use or Occupy the Stall Site for any purpose other than for the sale of the Approved Product Line.

Nothing in this Licence affects Approved Activities or product lines approved prior to 1 July 2012.

### Change of Approved Product Line

~~33-32~~. If the Licensee wishes to change an Approved Product Line for sale at the Stall Site they must complete the Application for Change of Product Line Form and submit it to the Council in writing who will review the Licensee's request and provide a written response within fourteen (14) days.

~~34-33~~. The Council will only approve a proposed product line that meets the Council's Optimal Product Line Mix as determined by the Council (or if the [Salamanca Market Stallholders' Association Inc.](#) is not satisfied with that decision, by the Council in consultation with the [Salamanca Market Stallholders' Association Inc.](#)), to provide Market customers with a diverse range of Approved Product Lines.

~~35-34~~. The Licensee acknowledges and agrees the Council may review and amend the various product lines included in the Approved Product Line from time to time to replace broad descriptions of products with more specific descriptors.

## Stallholder Licence Agreement

## Site Fee Adjustment

~~36-35~~. The Licensee agrees to pay the Site Fee and any Combination Food Business Premium or Consume On Site Food Business Premium applicable to their Stall Site to the Council in advance in accordance with clauses 43 to 49.

~~37-36~~. The Site Fee only will be fixed by the Council effective from 1 July each year as follows:

- (a) in 2017 and every five years from 2017, 2022 etc:
  - (i) the Council shall notify the Salamanca Market Stallholders' Association Inc that it is appointing a valuer and that the Salamanca Market Stallholders' Association Inc may make a submission to the valuer, providing a deadline for that submission being not less than fourteen (14) days from the date of notification;
  - (ii) the Council shall appoint a registered valuer who will take into account the submission from the Salamanca Market Stallholders' Association Inc, current trading conditions at the Market, general retail activity in the Hobart context, and general commercial rentals in Hobart to determine the Council's Estimated Fee;
  - (iii) the Council will notify the Salamanca Market Stallholders' Association Inc of the Council's Estimated Fee and that the Salamanca Market Stallholders' Association Inc may appoint a registered valuer;
  - (iv) the Salamanca Market Stallholders' Association Inc may appoint a registered valuer to determine the Salamanca Market Stallholders' Association Inc's Estimated Fee;
  - (v) if the Salamanca Market Stallholders' Association Inc elects not to appoint a registered valuer to determine the Salamanca Market Stallholders' Association Inc's Estimated Fee then the new Site Fee will be the Council's Estimated Fee;
  - (vi) if the Salamanca Market Stallholders' Association Inc's Estimated Fee and the Council's Estimated Fee are different then the Council and the Salamanca Market Stallholders' Association Inc may meet to determine a new fee by agreement that is no higher than the higher of the Salamanca Market Stallholders' Association Inc's Estimated Fee and the Council's Estimated Fee, and no lower than the lower of the Salamanca Market Stallholders' Association Inc's Estimated Fee and the Council's Estimated Fee;
  - (vii) if Council and the Salamanca Market Stallholders' Association Inc cannot reach an agreement on a new Site Fee within fourteen (14) days of the start of discussions the matter will be referred to mediation and if necessary arbitration on the same terms as under the Dispute Resolution Procedure clauses 54 - 61;
  - (viii) no delay arising from compliance with this clause modifies the effective date of a change in the Site Fee; and
  - (ix) no interest is payable by either the Licensee or the Council on fee Credit Notes or additional fees owed for the period after the effective date and up to the fixing of the amount of the new Site Fee.
- (b) for all other years during the Term the Site Fee will be indexed to the most recent available twelve month change in Consumer Price Index (All Groups – Hobart – December Quarter) published by the Australian Bureau of Statistics; and
- (c) all other fees and charges set by the Council will be indexed from 1 July each year to the most recent available twelve month change in Consumer Price Index (All Groups – Hobart – December Quarter) published by the Australian Bureau of Statistics.

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

~~38-37~~ Subject to clause 38 and any increase in the Site Fee due to a recategorisation of the Site Category for the Stall Site, any year-on-year change in a fee (including the Site Fee) is capped at a maximum of 10% (increase or decrease).

38. (a) Any Council fees and charges which constitute cost recovery for goods or services provided by the Council to the Licensee (other than the issue of the Licence), the cost of which is beyond the Council's control (including ~~but not limited to~~ insurance, supply of ~~power to the Stall Site and collection of trade waste~~) will be set by the Council at 1 July each year to meet the reasonable cost of providing those goods or services.
- (b) ~~The Combination Food Business Premium and Consume On Site Food Business Premium will be set by Council at 1 July each year, and~~ are not subject to the limits imposed by clauses 36 and 37.

### Mobile Food Business Site

~~39.~~ Site fees for Mobile Food Businesses will be set in the same manner as for other Sites.

~~40-39~~ If the Stall Site is licensed for use by a Food Business, any part of the Stall Site not occupied by the Food Business must not be used for any purpose and must be left vacant unless prior written permission is granted by the Council.

### Site Fee Credit Note or Reductions

~~41-40~~ The Council agrees to provide a **Credit Note** for Approved Absences where the Licensee has provided written notice to the Council of such Absence at least **ten (10)** days prior to the Market Day on which the Licensee will be Absent, or otherwise at the Council's absolute discretion.

~~42-41~~ The Licensee acknowledges and agrees **no Credit Note or reduction in any fees or premiums including the Site Fee and any applicable Combination Food Business Premium or Consume On Site Food Business Premium** will be provided to the Licensee due to inclement weather on a Market Day or other day affecting the Market including if a Market is not held due to that weather event.

~~43-42~~ The Council will in its absolute discretion decide whether to provide a **Credit Note** or reduce any fees **or premiums** including the Site Fee **and any applicable Combination Food Business Premium or Consume On Site Food Business Premium** in circumstances where the Council lawfully directs the Licensee that their Stallholder Site cannot be used on a Market Day (for reasons other than a breach of this Licence and/or any other applicable law).

### Site Fee Payments

~~44-43~~ The Licensee must pay the Site Fee and other Council fees **and premiums including any applicable Combination Food Business Premium or Consume On Site Food Business Premium** to the Council within thirty (30) days from the date of invoice, using the applicable following time period elected by the Licensee in accordance with clause 44:

- (a) Twelve (12) months;
- (b) Six (6) months;
- (c) Quarterly; or
- (d) Monthly.

~~45-44~~ The Licensee must elect a payment frequency under clause 43, for the advance payment of the Site Fee and any other Council fees **and premiums including any applicable Combination Food Business Premium or Consume On Site Food Business Premium**, when requested by the

**Stallholder Licence Agreement**

Council (which will be requested at least once per year) and may not otherwise change that payment frequency.

~~46. If the Licensee fails to pay an invoice on time strictly in accordance with clauses 43 or 47 any discount available under clause 43 will not be applied and the full Site Fee and other Fees will be payable by the Licensee.~~

~~47-45.~~ The Council and the Licensee may voluntarily make agreements ancillary to this Agreement, for which the Council may levy additional fees, for voluntary or discretionary activities in which Stallholders may participate (including additional marketing or promotional activities with an attached fee).

~~48-46.~~ The Licensee must pay the Site Fees and other fees and premiums including any applicable Combination Food Business Premium or Consume On Site Food Business Premium using any of the payment methods specified on the invoice which will include at least:

- (a) payment in person by cash, cheque, credit card, EFTPOS or money order;
- (b) payment by mail by cheque or money order;
- (c) payment by phone by credit card;

(d) payment by Direct Bank Deposit to the Council's bank account;

~~(e) payment by other online method utilised by the Council.~~

~~49-47.~~ The Council may charge a fee for or impose conditions on particular payment methods, including a percentage fee for credit card payments, consistent with general Council practice.

~~50-48.~~ If the Licensee fails to pay an invoice on time strictly in accordance with clauses 43 or 46, daily interest may be charged on overdue amounts at the same rate as is payable in respect of outstanding rates, as determined in accordance with Section 128(2) of the Local Government Act 1993 (Tas).

~~51-49.~~ The Licensee agrees to pay any collection and legal costs incurred by Council in the recovery of fees which are not paid by the Licensee on time.

**Approved Absences**

~~52-50.~~ The Licensee is permitted to not operate/take leave from its business at the Stall Site for up to eight Market Days in any twelve (12) month eCalendar yYear period and for additional Market Days if Exceptional Leave is granted by the Council for special considerations including serious illness and bereavement.

~~53-51.~~ At least eleventen (11)0 days prior to a proposed Absence, the Licensee must request in writing to the Council (email is sufficient) to obtain approval for being Absent from the Stall Site.

~~54-52.~~ During an Approved Absence, the Council may re-allocate the Stall Site to another person and the Council will issue a Credit Note for the Site Fees and any applicable Combination Food Business Premium or Consume On Site Food Business Premium for those Approved Absence days.

~~55-53.~~ For the purposes of clauses 7(a)(ii) and 19(a), the Licensee will not be in breach of this Agreement where they are Absent without prior approval of the Council:

- (a) for fewer than six Market Days in any eCalendar yYear; or
- (b) for six or more Market Days in any eCalendar yYear and the Council is satisfied that the reasons for Absence were substantially beyond the Licensee's control and the Council at its sole discretion grants Exceptional Leave under clauses 50-53.

Stallholder Licence Agreement

Dispute Resolution Procedure

~~56-54.~~ If there is a dispute between the Council and the Licensee or any disputes arising from this Agreement or related to this Agreement including the Licence, the dispute resolution procedure in clauses 54 to 61 apply.

~~57-55.~~ Neither the Council or the Licensee may commence legal proceedings (other than for injunctive relief) until it has complied with the Dispute Resolution Procedure.

~~58-56.~~ In any matter arising on a Market Day the decision of the Market Supervisor will stand until at least the next Business Day at which time further action can be taken. The Council will not be liable for any loss suffered as a result of a decision of the Market Supervisor, even if that decision is later overturned, unless the Market Supervisor made such a decision knowing it to be inconsistent with this Agreement, the Licence, The By-Law or any Legislative Requirement. In particular, the Council will not be liable for any consequential damages arising from a decision of the Market Supervisor later found to be invalid.

~~59-57.~~ (a) ~~In the first instance all disputes are to be referred.~~ If there is a dispute between the Council and the Licensee, the Licensee may give notice in writing (“Dispute Notice”) to the attention of the Manager Events and Salamanca Market or other person nominated by the Council from time to time, who may refer the Dispute Notice to the General Manager:

- (i) succinctly setting out the details of the dispute; and
- (ii) stating that it is a dispute notice given under this clause 57.

(b) The Council and the Licensee will seek to resolve the dispute within fourteen (14) days of the date of the Dispute Notice with the Manager Events and Salamanca Market acting as a decision maker during the fourteen (14) day period.

~~60-58.~~ If the Council and the Licensee cannot resolve the dispute within fourteen (14) days of the date of the Dispute Notice then either party may refer the dispute to a mediator agreed upon in writing by the parties for mediation in accordance with and subject to the Resolution Institute Mediation Rules. If no agreement can be reached on the mediator the Council and the Licensee agree to the President for the time being of the Law Society of Tasmania appointing the mediator.

~~64-59.~~ In the absence of an agreement being reached within sixty (60) days of the dispute being referred to mediation under clause 58 either the Council or the Licensee may refer the dispute to an arbitrator agreed upon in writing by the Council and the Licensee for arbitration in accordance with and subject to the Resolution Institute Arbitration Rules. If no agreement can be reached on the arbitrator the Council and the Licensee agree to the President for the time being of the Law Society of Tasmania appointing the arbitrator. The decision of the arbitrator will be final and binding on the Council and the Licensee and the costs of the arbitration will be borne as the arbitrator may direct.

~~63-60.~~ For the avoidance of doubt, pending resolution of a dispute under this Dispute Resolution Procedure the Council and the Licensee must continue their respective obligations under this Agreement (in particular in terms of the Approved Product Line and holding of a Licence) unless otherwise specified by the Council or agreed by the Council and the Licensee.

~~63-61.~~ (a) The Council and the Licensee acknowledge and agree:

- (i) disputes between the Licensee and other Stallholders, buskers, Salamanca Place business operators and members of the public are not covered by the Dispute Resolution Procedure;

## **Salamanca Market**

«First\_Name» «Surname»

### **Stallholder Licence Agreement**

- (ii) the Council has no obligation to assist in the resolution of disputes between Stallholders, nor disputes between Joint Licensees.
- (b) If the Council notwithstanding paragraph (a) does assist in the resolution of such a dispute between Stallholders or Joint Licensees it will be undertaken in accordance with the Dispute Resolution Procedure. In that situation any costs of any mediation or arbitration will be met by the participating parties and not the Council.

### **Market Operation/Non-operation/Cancellation**

- 64-62.(a) The Council or the General Manager or their delegate may, at their absolute discretion and for the purpose of safety (including of the General Public, Stallholders, employees, contractors and agents), security of the Market, extreme weather (including high winds), civil works (including repairs, alterations, renovations), public health, significant public discomfort or operational necessity resolve to cancel or not operate the Market or to close a part of the Market on a particular day or days.
- (b) The Council or the General Manager or their delegate shall not take any action under clause 62(a) unreasonably or capriciously.
- (c) In the event of the Council exercising its rights under clause 62(a) the Council may issue a Credit Note for the Site Fee and any applicable Combination Food Business Premium or Consume On Site Food Business Premium to the Licensee in accordance with clause 42.

65-63. The Licensee hereby acknowledges the right of the Council or the General Manager or their delegate to take the action under clause 62 and hereby agrees that in the event that the Council or the General Manager or their delegate does so then the Licensee will not seek or have any right to claim any compensation of any nature whatsoever from the Council.

### **Relocation**

- 66-64.(a) The Council reserves the power to move the Licensee permanently or temporarily from their Stall Site to another Site for the purpose of safety (including of the General Public, Stallholders, employees, contractors and agents), security of the Market, extreme weather (including high winds), civil works (including repairs, alterations, renovations), public health, significant public discomfort, emergency management or operational necessity.
- (b) The Council shall not take any action under paragraph (a) unreasonably or capriciously.
- (c) If the Licensee is relocated to another location within the Market Area for a period exceeding the lesser of three months or the payment frequency the Licensee has elected under clause 43, the Council may increase or decrease the Site Fee payable by the Licensee to reflect the new Site and must give written notice to the Licensee specifying that new Site Fee.
- (d) In the event of relocation of the Stall Site in accordance with this clause 64 the Council will use its best endeavours to provide a 'no detriment' outcome for the Licensee, including consultation with the Licensee to find an available Site that best suits their needs.

### **Operational Guidelines**

- 67-65.(a) The Licensee must comply with the operational requirements set out in the Operational Requirements Handbook.
- (b) The Licensee acknowledges and agrees that a breach of the operational requirements is a breach of this Agreement.

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

- (c) If there is a conflict between a term of the Operational Requirements Handbook and this Agreement, the terms of this Agreement take precedence.

## Insurance

68-66. The Council will obtain and maintain public liability and products liability insurance policies on behalf of the Licensee, subject to the Licensee complying with the following conditions:

- (a) the Licensee must not do anything that adversely impacts on the insurance coverage;
- (b)
  - (i) the Licensee must give the Council notice in writing of any event that may give rise to a claim under an insurance policy as soon as reasonably practical after the event occurs;
  - (ii) the Licensee must immediately forward to the Council any demand, writ, summons, proceeding or other legal document which relates to an event that may give rise to a claim under an insurance policy;
- (c) the Licensee must use its best endeavours to preserve all property, products, appliances, plant and all other things which may assist the Council's insurers in the investigation or defence of any claim made under an insurance policy.
- (d) the cost of public liability and products liability insurance policies will be levied as an **additional fee** to the Site Fee and subject to fluctuations in the insurance market.

69-67. The Council will provide a brochure or similar document, with details of the insurance policies obtained by Council referred to in clause 66, to the Licensee on written request from the Licensee.

## General Conditions

70-68. The Licensee **must ensure the Stall Site is set up at least** thirty minutes before the official opening time of the Market **8:00am** on Market Day. If the Licensee's Stall Site is not set up and occupied by this time it may be reallocated to another person by the Market Supervisor.

71-69. On a Market Day, where the Licensee is not Absent, the Licensee is required to undertake the Approved Activity during the Operating Hours of the Market, unless otherwise approved by the Market Supervisor.

72-70. The Licensee must make all reasonable endeavours to vacate their Stall Site as quickly as practicable after the official closing time of the Market.

73-71. Vehicles are not permitted to park within the Market Area or enter the Market Area to load or unload products, other than at the discretion of the Market Supervisor, during the Operating Hours of the Market on any Market Day.

74-72. The Licensee must ensure the Stall Site is left clean, with all waste material being removed.

75-73. (a) The Licensee must obtain any and all licences and/or permits required by Government, or Statutory Authorities, to be held in respect of the conduct of the Licensee's business conducted in the Market Area.

(b) If the Licensee's Approved Product Line includes any food items and/or beverages which are to be prepared and/or sold, the Licensee must obtain **and display on site** a Temporary Food Outlet Licence from **the a Local Government Authority Council's City Planning Division** **and all other licences and permits required by the Food Act 2003**.

(c) **If the Licensee's Approved Product Line includes any alcoholic beverage which is to be sold, the Licensee must obtain and display on site a Special Permit for Salamanca Market from the Tasmanian Government Department of Liquor and Gaming Commission.**

**Stallholder Licence Agreement**

~~76-74.~~ The Licensee must comply with all Legislative Requirements, and without limiting the applicability of this clause, including:

- (a) in respect of second hand goods, the Licensee must comply with the *Second Hand Dealers and Pawnbrokers Act 1994* (Tas), including provision of required information to the Council under section 12 of that Act;
- (b) in respect of the sale of used electrical appliances and/or equipment, the Licensee must comply with the *Electricity Industry Safety & Administration Act 1997* (Tas), including appropriate labelling under section 55 of that Act; and
- (c) the *Competition and Consumer Act 2010* (Cth), including compliance with The Australian Consumer Law in Schedule 2 of that Act.

~~77-75.~~ In the event of the Licensee transferring its Site Business in accordance with this Agreement, the Licensee will:

- (a) pay the Council's administrative fee for approving the assignment of this Agreement including transfer of the Licence or the issue of a new licence to the incoming licensee; and
- (b) ensure the incoming licensee pays any Stamp Duty payable on the transfer of the Licence or issue of a new licence.

**Privacy**

~~78-76.~~ Any information the Licensee provides to the Council may be used for any and all purposes by the Council during the Term and indefinitely in the future, provided that:

- (a) the Council does not breach the confidentiality of any information provided by the Licensee on a commercial-in-confidence basis; and
- (b) any personal information is dealt with in accordance with Privacy Law and the Council's privacy policy as amended from time to time.

~~79-77.~~ (a) The Licensee gives permission and warrants to the Council it has obtained the necessary approval and consents from its employees, contractors and agents for the Council to take photographs of the Licensee and any of their employees, contractors or agents and any activities or services they undertake, or products that they sell at the Market for specific marketing campaigns, and to the publication and use of those photographs, in whole or in part, for advertising or marketing purposes for the Market and subsequent Council events and publications by the Council or its agents unless and until the Licensee notifies the Council in writing that they revoke such permission.

- (b) The Licensee hereby releases the Council from and against all actions, proceedings, claims and demands for damages, loss of profit, loss, costs, interest, injunctive relief or other remedies or other liabilities arising from the use of the photographs by the Council or by any person with the authority or permission of the Council.
- (c) The Licensee acknowledges that they have agreed to the taking of photographs on a voluntary basis and that the use of the photographs for advertising, marketing or promotional purposes does not give the Licensee any right to require payment or participation in the proceeds of the use of the photographs.

**Intellectual Property**

~~80-78.~~ The Licensee acknowledges and agrees that:

- (a) the name 'Salamanca Market' is a registered Business Name of the Hobart City Council;

### Stallholder Licence Agreement

- (b) the words 'Salamanca Market' and the Salamanca Market logo including the image of an umbrella and the words 'Salamanca Market Est 1972' are registered trade marks of the Council. The trade mark registration for the word mark covers the following uses:
- (i) Paper and cardboard printed merchandise, marketing and promotional publications, being goods in class 16;
  - (ii) Clothing, footwear and headgear branded merchandise, being goods in class 25;
  - (iii) Retail services, retailing of goods by any means, marketing and promotional activities including online marketing sales, being services in class 35; and
  - (iv) Entertainment and cultural events and activities providing information including online about entertainment and cultural events and activities, being services in class 41; and
- (c) in this clause 78, 'class' means the trade mark class classification of goods and services set out in Schedule 1 of the Trade Marks Regulations 1995 (Cth) as amended.

~~81-79.~~ The Licensee may be permitted to use this Trademark only with the express written permission of the Council. This use will be subject to a fee to be negotiated with the Licensee must not market their Site Business or any products or services or otherwise use any of the Council's Intellectual Property (whether specific to the Market or not) including the business names and trade marks specified in clause 78.

~~82.~~ The Council reserves the right to modify or change this Trademark.

~~83.~~ The Licensee may not without permission copy or reproduce another Market Stallholder's activity or product line or infringe on their intellectual or moral rights.

~~84-80.~~ The Licensee must not engage in any business or conduct that does or may bring the Council or the Market into disrepute or damages the Council's Intellectual Property.

~~85-81.~~ For the avoidance of doubt, enforcement of the Licensee's Intellectual Property rights is the sole responsibility of the Licensee. Nothing in this Agreement constitutes an undertaking by the Council to provide protection for the Licensee's Intellectual Property.

### Limitation of Liability

~~86-82.~~ The Licensee acknowledges and agrees the Council will not be responsible for any consequential loss or damage suffered by the Licensee as a result of any breach of this Agreement or its termination, or the suspension or cancellation of the Licence.

~~87-83.~~ The Council, to the extent permitted by law, will not be liable for any injury (including death), loss or damage occasioned to or suffered by the Licensee, its employees, contractors or agents as a result of the use and occupation of the Stall Site or in connection with any business conducted by the Licensee no matter how that injury, loss or damage is caused unless it is caused by a negligent act of the Council its employees, contractors or agents.

~~88-84.~~ The Licensee acknowledges and agrees the Council has not made any representations that the Licensee will have a particular level of sales or profitability from conducting their business at the Market and the Council does not warrant that the Licensee will have a particular level of sales or profitability. The Licensee waives any right to hold the Council liable for any failure to meet their expected sales or levels of profitability, nor to seek from the Council any lost income, expenses, damages or the like arising from the Licensee's participation in the Market.

### Waiver & Indemnity

~~89-85.~~ By failing to make any claim for a remedy for a breach of this Agreement or the Licence, the Council does not waive its right to claim such a remedy.

## Salamanca Market

«First\_Name» «Surname»

### Stallholder Licence Agreement

[90-86](#). By suspending or terminating this Agreement for a breach by the Licensee the Council does not waive any claim to damages.

[91-87](#). The Licensee agrees to indemnify and keep indemnified and to hold harmless the Council including its employees, contractors and agents, from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or claimed against them, arising out of or in relation to the operation of the Licensee's Stall Site provided that this indemnity will not apply:

- (a) where such actions, costs, charges, expenses and demands have arisen due to the negligence of the Council, its employees, contractors and agents; or
- (b) where the costs, expenses or damage is covered and paid for in full by the Council's insurance coverage required by clause 66.

### Variation and Termination Right

[92-88](#). The Council may amend or vary the terms and conditions of this Agreement at any time at the Council's discretion provided that the Council has undertaken prior consultation for a period not less than thirty (30) days with Stallholders regarding the terms of licence agreements and will take into account the views of Stallholders before deciding what amendments if any will be made.

[93-89](#). The Council will provide written notice to the Licensee of the changes to the terms or conditions of this Agreement at least thirty (30) days prior to the commencement of these changes.

[94-90](#). The Operational Requirements Handbook and Code of Stallholder Conduct may be varied by the Council from time to time by providing written notice to the Licensee of at least thirty (30) days prior to the commencement of the changes.

[95-91](#). The Licensee may terminate this Agreement by written notice to the Council within seven (7) days of receipt of the Council's notice of a variation to any of the terms and conditions of this Agreement, the Operational Requirements Handbook or Code of Stallholder Conduct without any penalty or other payment required on the grounds of the Licensee's early termination of the Agreement.

### Exclusivity

[96-92](#). The Licensee acknowledges their right to use the Stall Site for the Approved Product Line(s) are not exclusive to the Licensee and that the Council may permit other licensees or Stallholders with the same or similar Approved Product Line(s), to operate their business at the Market.

### Operating Hours

- [97-93](#) (a) The Licensee acknowledges that subject to paragraphs (b) and (c), the Market is operated by the Council every Saturday of the year from 8:30am to 3pm;
- (b) notwithstanding paragraph (a), the Market does not operate on ANZAC Day or Christmas Day and in the event ANZAC Day or Christmas Day falls on a Saturday, the Council reserves the right to transfer the Market to Sunday or another suitable day; and
- (c) notwithstanding paragraph (a), the Council reserves the right to operate the Market on any day and at whatever times it chooses.

### Personal and Business Information

[98-94](#). When requested by the Council to update or confirm contact and their product line details, the Licensee must provide the requested information within **seven (7)** days from the date of the request.

## GST

- ~~99-95~~ (a) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- (c) To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (d) To the extent that any consideration payable to a party under this Agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST-exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.
- (e) For the purposes of this clause 95, unless the context otherwise requires, expressions defined in the GST Act when used in this clause 95 have the meanings given to those expressions in the GST Act.

## Change of Licensing Entity

~~100-96~~ The Council may novate this Agreement to any Council-owned entity (including an entity established under Part 3 Division 4 of the Local Government Act 1993 (Tas)) by notice to the Licensee. Under such an arrangement:

- (a) any reference to the Council or its officers, delegates, agents, appointees etc may be replaced by a reference to the relevant entity or its officers, delegates, agents, appointees etc. For the avoidance of doubt, the entity which replaces the Council may specify which individuals or roles replace named individuals or roles within this Licence (including ~~but not limited to~~ Market Supervisor, General Manager, Director Community Development Manager Events Manager Events and Salamanca Market) and the Council;
- (b) any reference to payment methods, account details and like information may be replaced by a reference to the details specified by the new entity, provided that there is no reduction in the number or mode of payment options available.

## Licensee Consent to PPSR and Credit Checks

~~101-97~~ The Licensee consents to the Council:

- (a) conducting searches of the Personal Property Securities Register for any information held on that register regarding the Licensee at any time during the Term; and
- (b) giving information to credit reporting bodies about the Licensee for the purpose of obtaining a credit report about the Licensee, and to obtain such credit reports, at any time during the Term.

## Guarantor Consent to PPSR and Credit Checks

~~102-98~~ The Guarantor consents to the Council:

### Stallholder Licence Agreement

- (a) conducting searches of the Personal Property Securities Register for any information on that register regarding the Guarantor at any time during the Term; and
- (b) giving information to credit reporting bodies about the Guarantor for the purpose of obtaining a credit report about the Guarantor, and to obtain such credit reports, at any time during the Term.

### Guarantee

- 103.99
- (a) In consideration of the Council entering into this Agreement, the Guarantor unconditionally and irrevocably guarantees to the Council the due and punctual performance by the Licensee of all its obligations under this Agreement.
  - (b) As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Council against all liabilities arising from or in connection with any breach of this Agreement by the Licensee.
  - (c) The Guarantor agrees and acknowledges that no release, forbearance, delay or other indulgence given by the Council to the Licensee shall release, prejudice or affect the liability of the Guarantor as guarantor, or under their indemnity obligations under this Agreement and that this guarantee is not in any way altered, prejudiced or affected by any assignment, variation or alteration of this Agreement (even if this results in the Guarantor incurring additional liabilities or obligations), any other transaction or arrangement whatsoever, any failure to demand from, give notice to or first pursue the Licensee or any inability to enforce against the Licensee.
  - (d) As between the Guarantor and the Council, the Guarantor's obligations under this Agreement both as guarantor and in respect of their indemnity obligations under this Agreement are those of a principal obligator and not merely a surety.
  - (e) For the avoidance of any doubt, the Council may elect to demand payment from the Licensee or the Guarantor and their obligations at all times are joint and several to the Council.

### Schedule One: Approved Product Line

#### Schedule Two: Optimal Product Line Mix

“Optimal Product Line Mix” means the ideal mix of activities, services and products as determined by the Council from time to time, traded at Salamanca Market to provide its customers with a diverse range of Approved Product Lines.

In making this determination the Council will give consideration to the way in which new and proposed activities, services and products:

1. Add value to the Market's product mix, diversity, customer appeal and reputation.
2. Possess quality and innovation. This includes consideration of the product's quality and packaging and/or presentation, innovation, its use of design, materials, fabrication/manufacture or other attributes, including the use of environmentally sustainable materials or production practices, including packaging. Consideration is also given to the use of correct labelling including place of manufacture.
3. Are designed, devised, grown, produced or manufactured or by the trader themselves (which can include their family or business, including employees).

**Stallholder Licence Agreement**

4. Include Tasmanian content (defined as being the level to which the product is manufactured, grown or produced in Tasmania, or made from raw Tasmanian materials or materials sourced in Tasmania).
5. Are demonstrated to meet ethical, environmental or sustainability standards and which are promoted as such.
6. Are located relative to other stalls in the Market undertaking like activities or services or selling like products.
7. Conflict or otherwise with the requirements of the Licence Agreement, The By-Law and Legislative Requirements (including offensive or prohibited products, or products which infringe the intellectual property rights of another stallholder).

**Schedule Three: Code of Stallholder Conduct**

*The Code of Stallholder Conduct has been developed to inspire community confidence in Salamanca Market, to help maintain and raise the standards of the Market relative to other markets, to encourage the pursuit of excellence, and generally to promote Salamanca Market's reputation. Adherence to this code is required of all Stallholders, both Licensed and Casual.*

1.2 **Salamanca Market Stallholders uphold:**

**Integrity, Professionalism, Community Citizenship, Safety, Respect and Courtesy**

1.3 **Integrity**

- We act responsibly and ethically through fairness, consideration and honesty in all dealings with others.
- We conduct our business in line with fair competition.
- We act honestly in serving our business interests.

1.4 **Professionalism**

- We provide quality service.
- We accept responsibility for our actions.
- We cooperate with other stallholders, and Hobart City Council to maintain the unique atmosphere and appeal of Salamanca Market.
- We refrain from knowingly injuring or maligning the good name or business reputation of another Market stallholder.

1.5 **Community Citizenship**

- We recognize that everything we do shapes the Market's future and its value within the community.
- We care about customers, colleagues, community, recognising our role within a larger and significant community asset.
- We help maintain and improve the reputation and value of the Market by not bringing the Market into disrepute.

**Stallholder Licence Agreement**

1.6 **Safety**

- We provide a safe environment for Market visitors and our employees, **contractors and agents.**
- We work safely **and will comply with Work Health and Safety requirements,** and look after others, resources and property.

1.7 **Respect and Courtesy**

- We act in a polite and respectful manner at all times.
- We are welcoming and approachable.
- We value those at or involved with the Market.
- We respect the rights, dignity and worth of others.
- We refrain from any form of harassment, intimidation or unwanted physical contact of others.
- We respect the privacy of customers and other stallholders.
- We respect the right of other stallholders to set up and sell at the Market.
- We refrain from rude, violent, aggressive, uncooperative or belligerent behaviour toward others.
- We refrain from verbal criticism of other stallholders or their products.
- We reject profanity or vulgarity towards any other person, either by actions or in any language.

**Schedule Four: Site Category & Site Fee **and any applicable Combination Food Business Premium and Consume On Site Food Business Premium****

The Stall Site which is the subject of this Agreement is:

...for 32 weeks from the first Market Day in October (“Summer”): Site

20 weeks ending the last Market Day in September (“Winter”): Site

The Site Fee as of is made up of the following:

Site Category	Summer Base Site Fee (Ex GST)	Winter Base Site Fee (Ex GST)	Public Liability Insurance (Ex GST)	Power If required (Ex GST)	Tables If required (Ex GST)	Current Payment Frequency	Payment Frequency Discount (%)	Total Weekly Fee (Inc GST)	Fees per Invoice Period (Inc GST)
A summer (32 wks) B winter (20 wks)	\$	\$	\$	\$0.00	\$0.00	Quarterly		\$	\$

**Salamanca Market**

«First\_Name» «Surname»

**Stallholder Licence Agreement**

Annual total \$ Inc GST per annum (52 Market Days)

These figures are correct as at the date of preparation of this Agreement and are subject to change in accordance with the terms and conditions of this Agreement.

This amount is to be paid in advance in accordance with the invoice issued by the Council in accordance with the terms and conditions of this Agreement including the Licensee's payment terms election made under clause 44.

**Special arrangements**

Nil

**Salamanca Market  
Stallholder Licence Agreement**

«First\_Name» «Surname»

**Execution**

Executed as an agreement.

**Signed** on behalf of **Hobart City Council** on date by:

---

Manager Events and Salamanca Market

---

Witness signature

Witness full name & postal address

---

**Signed by:**

---

Signature of Licensee

---

Signature of Witness

---

Name of signatory

---

Name of witness

---

Date

---

Address of witness

---

Signature of Licensee

---

Signature of Witness

---

Name of signatory

---

Name of witness

---

Date

---

Address of witness

**Salamanca Market  
Stallholder Licence Agreement**

«First\_Name» «Surname»

**Executed by XXX Pty Ltd** in accordance with  
section 127(1) of the Corporations Act 2001

}

.....  
Director of Licensee

.....  
Secretary/Director of Licensee

.....  
Name of Director (print)

.....  
Name of Secretary/Director (print)

**Signed by the Guarantor XXX** in the presence  
of:

}

Witness signature .....

Full name (print) .....

Witness occupation .....

Witness address .....