

# **MEMORANDUM OF UNDERSTANDING**

between the

**THE HOBART CITY COUNCIL (ABN 39 055 343 428)**

and

**THE SALAMANCA MARKET STALLHOLDERS' ASSOCIATION INC**

## **WHEREAS**

- A. The Hobart City Council ('the Council') operates and manages the Salamanca Market ('the Market').
- B. The Salamanca Market Stallholders' Association Inc ('the Association') represents all stallholders that participate in the Market both Licensed and Casual ('the stallholders').
- C. The Association and the Council enter into a Memorandum of Understanding on the terms and conditions as appear below in order to set out how the parties will operate and interact in relation to their continued relationship.
- D. This Memorandum of Understanding recognises the terms and conditions of the Stallholder Licence.
- E. The Council recognises the Association may wish to enter into membership arrangements with third parties.
- F. The Council recognises that the Association has a defined role within the Salamanca Market Stallholder Licence and the variation of this Licence.

## **THE PARTIES AGREE:**

### **The Council to Recognise**

- 1. The Council will recognise the Association as the peak stallholder representative group for both Licensed and Casual stallholders and that the Association will be the main point of consultation for the Council on general Market policy and procedural issues subject to the Council reserving its right to consult with individual stallholders on issues relating specifically to that stallholder and when the Council considers that an issue is of significant general interest that all stallholders should be given the opportunity to comment.

## **Dealings with the Association**

2. The Council will act in a respectful and courteous manner in all dealings with the Association.

## **Dealings with the Council**

3. (a) In its dealings with Council, the Association will fairly represent the views of stallholders with full membership rights of the Association available to all stallholders, including Licensed and Casual stallholders.  
(b) The Association will act in a respectful and courteous manner in all dealings with the Council.

## **Meetings and Feedback**

4. (a) Quarterly meetings will be held between Council representatives and the Association, or earlier if requested by either party.  
(b) The Chairman of these meetings shall be an Alderman nominated by the Council.  
(c) The Council is to provide an agenda for each meeting at least seven working days prior to the meeting in question.  
(d) The Council is to provide minutes of each meeting within 20 working days of the meeting.  
(e) Both parties will provide regular feedback on issues identified or actions being taken in relation to the Market.  
(f) The Memorandum of Understanding allows for the establishment of working groups with the joint representation of the Association and the Council to work on areas of common interest.

## **Information Dissemination**

5. (a) The Council will assist the Association through the provision of information about the Market, including site plans, numbers and other associated information, provided that the Association will not release confidential details or information to unauthorised third parties without the approval of the Council.  
(b) The Council will provide a promotional leaflet, to be developed by the Association, to all new stallholders as part of the routine material handed over when someone commences operation at the Market provided however that the Association acknowledges that the Association is not requesting the Council to collect membership fees on its behalf.  
(c) The Council will provide an ongoing marketing campaign for the Market and will provide an overview of the campaign at a quarterly meeting.

- (d) The Council will permit the distribution of annual membership forms at Salamanca Market during Market Day, to Licenced and Casual stallholders for the purposes of membership to the Association.
- (e) The SMSA will provide their meeting minutes to the Council within 20 days of the meeting.
- (f) The SMSA will provide regular communications to their paid up members including, but not limited to:
  - A quarterly SMSA newsletter; and
  - Record of SMSA meeting minutes which includes the Treasure's Report.

## **Grant**

- 6. (a) Council will provide the Association with a grant payment of one percent of the predicated Council income from Licensed and casual stallholder fees (including the public and product liability insurance levy and marketing levy, but not including associated power and other stallholder charges and GST), at the beginning of each financial year within the term of the Memorandum of Understanding.
- (b) A suitable adjustment will be made to this prepaid grant once the stallholder revenue is finalised at the end of the relevant financial year, with the Association returning any overpayment made by Council based on estimates or alternatively Council paying an additional amount equal to one per cent of the finalised stallholder revenue.
- (c) The Association would be required to provide a report to Council by the 31 September of each year of the Memorandum of Understanding detailing how Council's investment was allocated and in particular address the following actions.
  - Engage a project officer on a casual basis to help facilitate the communication between the Council and the SMSA including welcoming new members;
  - Membership of other representative bodies;
  - Provide stallholders with professional development and business marketing opportunities; and
  - Offer one free legal consultation per member, with a fee limit set as determined by the SMSA, to assist dispute resolution between stallholders and ultimately assist in progressing settlement which is available only after all dispute resolution processes and mediation have been exhausted. Reimbursement will be made by the SMSA to stallholders upon presentation of a valid tax invoice from the legal consultant.

### **Selection of Casual Stallholders**

7. The Council agrees to an Association representative participating in the selection process for the Casual Pool allocation and with the representative to sign a conflict of interest declaration.
8. The panel will refer to the Optimal Product Line Mix when assessing casual stallholder applications.

### **Dispute Resolution**

9. The Association may be used as an intermediary in disputes arising between the Council and individual stallholders either at the request of the Council or the individual stallholder and subject to the agreement of both parties.
10. Nothing in clause 5 is intended to fetter the provisions of the Stallholder Licence Agreement with respect to dispute resolution.

### **Period of Agreement**

11. This Memorandum of Understanding shall apply for a period until 30 June 2021 whereafter the parties agree that the Council and the Association shall review the Agreement.

### **Variation**

12. The principles in this Agreement may be varied, amended, deleted or added to provided that both parties agree, in writing, to the variation, amendment, deletion or addition.

### **Notice**

13. If either party decides to discontinue discussions pursuant to this Memorandum of Understanding they must notify the other party of that decision within 30 days of that decision.

### **Intention to Bind**

14. The parties desire that this Memorandum of Understanding will foster the spirit of co-operation which exists between them in respect to the operation of the Market and each acknowledges that it is not legally binding and is not intended to be an agreement enforceable in a Court of Law.

**EXECUTION PAGE**

**Executed as an Agreement:**

DATED this                      day of    2018.

**SIGNED** for and on behalf of the    )  
**SALAMANCA MARKET STALLHOLDERS'**    )  
**ASSOCIATION** as authorised representative )  
in the presence of:    )

Signature of witness

.....  
Name of witness (block letters)

.....  
Address and occupation of witness

.....  
Signature of authorised person

**SIGNED** for and on behalf of    )  
**HOBART CITY COUNCIL**    )  
(ABN **39 055 343 428** as an authorised    )  
representative in the presence of:    )

Signature of witness

.....  
Name of witness (block letters)

.....  
Address and occupation of witness

.....  
Signature of authorised person