



CITY OF HOBART

SUPPORTING INFORMATION

COUNCIL MEETING

OPEN PORTION OF THE MEETING

MONDAY, 22 MAY 2023

AT 5.00 PM

VENUE: COUNCIL CHAMBER, TOWN HALL

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Submission Re Salamanca Draft Contract 2023

Hobart City Council
Town Hall, Hobart

Dear Councillor

Thank you for allowing me this opportunity to forward my submission for your consideration.

I would like to start by saying that I think we can all agree that Salamanca Market is a magnificent Tasmanian Tourist attraction of which we can be justly proud. It is a Market that has a worldwide reputation for quality, innovative, interesting and unusual products. Tourists to Tasmania that do not include a visit to Salamanca Market in their itinerary cannot be said to have truly experienced all the best that Tasmania has to offer.

As an existing Salamanca Market Stallholder, I joined the Salamanca Market Stallholders' Association (SMSA) a few years ago to voluntarily assist in maintaining that worldwide reputation and with the further aim of helping improve our iconic attraction. I write this submission as an individual Committee Member and Stallholder and not on behalf of the SMSA Committee which will be submitting its own submission in relation to the proposed draft contract.

Until recently I believed that the SMSA had a good and close working relationship with the City in Salamanca Market matters. Having a representative body to consult with directly instead of having to communicate with over 300 individual Stallholders is clearly beneficial to the City Market Team. Being able to meet with the City to discuss and influence aspects of the City's future Market planning as well as highlight day-to-day concerns and issues has also had clear benefits to the SMSA working on behalf of its Membership and Stallholders generally. The regular quarterly meetings between the City and SMSA are always conducted along cordial, polite and respectful lines and have brought many beneficial productive and positive changes to the Market.

However, with the recent release by the City of the "proposed draft contract", the City has uncharacteristically and completely blindsided the SMSA Committee with its proposed excessive increases to Salamanca Stallholder Weekly Site Fees together with several other proposed draft changes to the existing Stallholder Contract. These proposed changes provide for an increased and highly unfair power imbalance in the City's favour. In addition, the draft contract removes Grandfather Clause protection of established "Approved Product Lines" for affected Stallholders (last advised by City at around 113 Stallholders or approximately 40% of the Market). If implemented, this will create an uncompensated financial loss for those Stallholders whenever they decide to sell or transfer their Salamanca businesses at a future date. At that time they will find potential sales of their Sites and Businesses are falling through when potential purchasers cannot be guaranteed the certainty of the product line that they thought they were buying. This exemplifies the City riding roughshod over the value of Stallholders' businesses without offering any form of financial compensation or even basic consultation with affected Stallholders.

A promise made to SMSA over twelve months ago by the City to restore the wording of a previous clause (Clause 5) in the new proposed draft contract has been intentionally disregarded. Despite Stallholders being assured in writing by [REDACTED], in an email dated 7 April 2022 (see Attachment 1) that there would be no changes in the rollover of the wording of the One-Year 2022 contracts, this clause was deliberately changed by the City in the 2022 One Year Contract and afforded the City far greater power to determine whether Stallholders would or would not be offered the opportunity to renew their contracts. When this was identified by the SMSA, the SMSA Committee was given a firm undertaking in an email from [REDACTED] dated 9 August 2022 (see attachment 2) that the original wording and intent would be restored in the proposed 2023 contracts. As recently as a meeting with the City on 23rd March 2023 and just prior to the draft proposed contract being released, the SMSA Committee was again verbally assured at a minuted meeting that the relevant wording of the Clause had been reinstated as previously agreed. This has since proven not to be the case with the wording again being altered from the original (now at Clause 6 in City's proposed draft contract) by using the words "The Council may" with the effect that the City still retains discretionary power to determine whether Stallholders will or will not receive an offer to renew. In my personal opinion this has been a serious and blatant breach of trust and puts at risk the former levels of trust and co-operation that previously were accepted as a given between the City and the SMSA.

It should be noted that the City has had many months to prepare this proposed draft contract including considerable discussions with the City's legal advisors. However, during all of that time, the City did not communicate any of the draft change proposals to the SMSA as would be expected in a fair and transparent negotiation process. Instead, the City has released a complex legal contract document that contains a significant number of draft changes negatively affecting Stallholders (not least including the proposed steep increase in Stallholder Fees) and Stallholders have had just 30 days in which to respond. The valuation that the City has relied upon to justify the proposed large increases to Stallholder site fees is considered by the SMSA to be significantly flawed. It relies upon incorrect assumptions and uses intrastate market pricing in an "apples and oranges" comparison to Salamanca Market with those other markets having very significant larger differences in tourist numbers. It also ignores the lack of any need for direct investment required by those intrastate stallholders to purchase their sites in those markets. It is interesting to note that in the past, City valuers have compared Salamanca with other local Tasmanian markets to arrive at a valuation. However, the City's valuation now compares Salamanca to private Mainland Markets with their far higher tourism visitor populations and completely ignores the fact that Salamanca Market requires permanent Salamanca Stallholders to "buy-in" and purchase a site with all of those associated costs. The vast majority of Mainland sites are often booked and hired on a very flexible basis with no long-term attendance commitment required and with many Mainland markets additionally providing marquees and tables for their stallholders. These have to be provided at Salamanca by the Tasmanian Stallholders themselves and need to be maintained and replaced at regular intervals at the Stallholder's cost.

In a failed attempt at brevity I have only very briefly touched and summarized on all of my concerns here as to do so in detail would run into many more pages. Other Stallholders including the SMSA Committee will put forward submissions covering individual aspects of this grossly unfair and one-sided contract proposal.

In the interests of transparency and fairness, I urge you as a Councillor to reject the City Salamanca proposed draft contract and the very short time-frame that has been imposed for submissions to be made. Instead, I request that you require the Salamanca City Team to go “back to the drawing board” and to properly engage in fair and transparent consultations and genuine negotiation with the SMSA and all Stallholders in respect of the proposed draft contract in order to achieve a fair and equitable outcome for both sides. As things stand, this unfair and partisan contract proposal will hurt the livelihoods and investments of many of the more than 300 Salamanca Market Small Businesses. These Businesses are already financially recovering from the lengthy Market closure during the Covid epidemic and are now enduring significant wholesale cost increases caused by worldwide supply disruptions, inflation and the economic cost consequences from the uncertainties of the Russia/Ukraine conflict.

I urge you as a Hobart City Councillor, and anyone who genuinely cares about the long-term viability of the Salamanca Market, to assist and support Stallholders maintain the Market’s proud tradition as one of Tasmania’s premier tourist destinations. In your position as Councillor, you can assist in this by making provision for the SMSA and all other Stallholders to have additional time to engage in open, genuine and transparent negotiations with the Salamanca Market Administration Team instead of the rushed, unfairly one-sided process it currently is.

Stallholders turn up in the very early hours each Saturday, week after week, all year round braving all weathers and expect to be able to make a reasonable return from their labours and for their products in which they take great pride. They should also be entitled to have the confidence in the future value of their Salamanca business investments which this proposed draft contract would seriously seek to erode.

Without financially viable Salamanca Stallholder Small Businesses and the retention of the value of Stallholders’ licensed assets, Salamanca Market will suffer a decline in Stallholder numbers putting at risk everything that we currently proudly enjoy today.

Thank you again for taking the time to read and consider my submission.

Kind regards

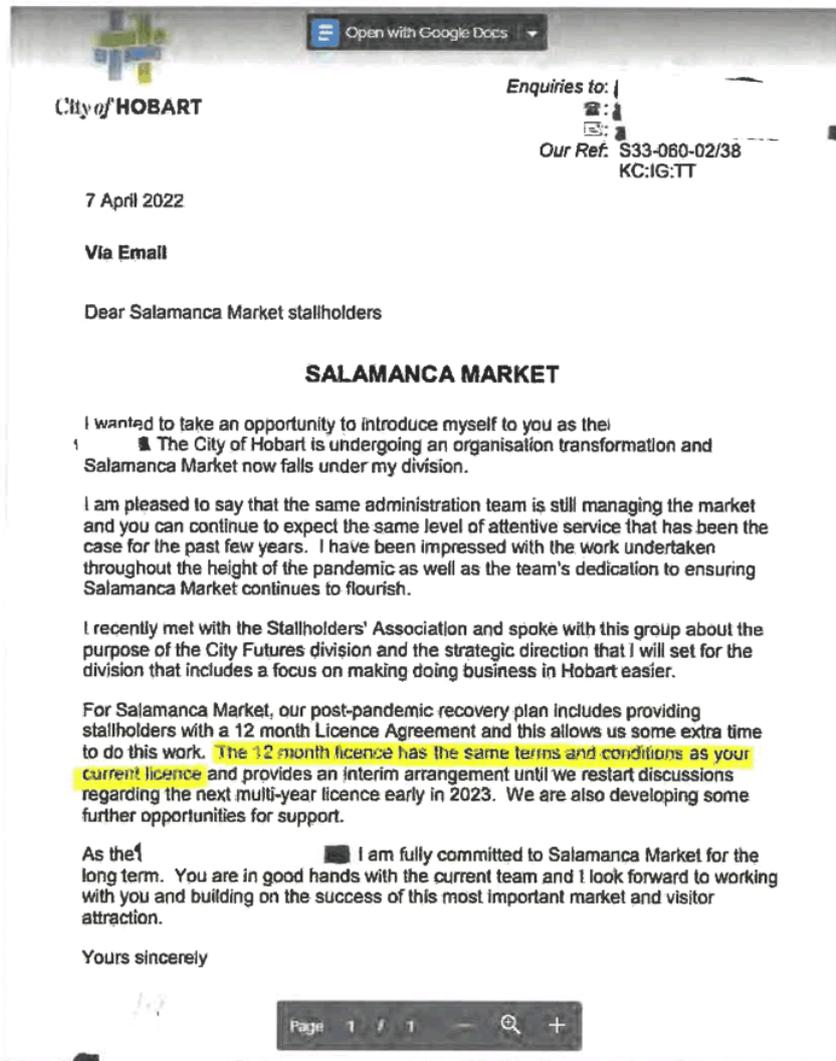
Adam Bridge

Tasmanian Souvenirs - Site 230

SMSA Committee Member

24 April 2023

Attachment 1



Attachment 2



Enquiries to:

Our Ref: S33-060-02/38
KC:TT

9 August 2022

Via Email

Dear Salamanca Market Stallholders' Association Inc.

SALAMANCA MARKET

Thank you for meeting with the City of Hobart ('City') representatives on Thursday, 28 July 2022 to discuss the Salamanca Market Stallholders' Association's ('SMSA') concerns raised in relation to the changes made to clause 5 in the new 2022-2023 Salamanca Market Stallholder Licence Agreement.

It is now clear there is concern from the SMSA on the use of the words '...in its sole discretion...' in the new Licence Agreement. I acknowledge that this change has had the unintentional consequence of diminishing the perceived balance of power of stallholders, which may have other unintentional implications.

I want to reassure the SMSA, and stallholders generally, that the City is committed to the long term operation of Salamanca Market.

A timetable is currently being created for the City to offer stallholders a new multi-year Salamanca Market Licence Agreement, which would commence on 1 July 2023. A number of discussion opportunities will be provided to the SMSA and stallholders in the lead up to ensure that a contemporary agreement is developed. In good faith, the City undertakes to amend clause 5 when discussing the new multi-year Licence Agreement.

I am also committing the City to a series of workshops with the SMSA to discuss subject matters that are important to stallholders, including the drafting of the new Licence Agreement.

The Salamanca Market team are committed to working with stallholders to build on previous successes and I appreciate the continued efforts by the SMSA to represent the best interests of stallholders.

Yours sincerely

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Hobart TAS 7000

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Hobart City Council

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is ADAM PIKE and I have been a loyal and committed stallholder at Salamanca Market for 10 years with my business THE DOG HOUSE BAKERY.

I have been extremely disappointed in the secrecy and lack of professionalism by the staff at Hobart City Council who run the market. To muzzle and bully the SMSA and allow no clear information for 3 weeks in the run up to the agreement being made public showed no respect for the stallholders and created unwanted negative media attention for the market. You have destroyed any sense of goodwill with your stallholders and now there is no trust with the Hobart City Council.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

The workshops that were run last year were NEVER communicated to the stallholders that they would be critical in the formation of the pricing and stripping of our rights in a new agreement. We are running businesses to survive after Covid and were held at times that are difficult to attend. The topics were of information that permanent stallholders already knew. There are over 300+ stallholders so is attendance of at best 30 stallholders or worst 8 stallholders is the basis of these changes? The lack of clear and transparent communication on these workshops was not given and if so critical why wasn't an "intention to attend" sent to stallholders. Again I feel this has been all smoke and mirrors by the Hobart City Council.

What is the real agenda from the Hobart City Council by doubling my site fee over the next 5 years and revenue priming of the market? Are you going to sell Salamanca Market to a private entity reaping a huge windfall for the council and leaving the permanent stallholders with no value for their stalls? We deserve a transparent and honest answers from the Hobart City Council and those in management of the market to be held accountable not just now but in 5 years time .

The tone and headmaster type attitude from the new agreement strips me of the right to my stall site I bought - if, when and how the Hobart City Council chooses to move me to another stall site at their whim.

I don't agree with the following:

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

I am the ONLY Dog Treat stall using Tasmanian and local ingredients. The cost of making my uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

This year to date my revenue from the market is already DOWN 20% compared to last year.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales. They DRIVE customers away from the stalls and create so much NOISE – How can we engage and talk to our customers – something which the market has proudly done for 50 years and management actively encouraged.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

- *Where is the detail marketing plan to justify what the council is going to do with the increased fees as you keep saying they are reinvesting in the market – Helen Burnett in The Mercury 22 April 2023*
- *I will have to increase my product prices making the market in the consumers eyes over priced and not worth a visit – The Hobart City Council is creating and adding unnecessarily to the current inflation problem.*
- *I will no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders*
- *I have attended the market every WINTER without an absence for 10 years but would fear with higher costs it will not be profitable to attend. I have never taken the full eight weeks absence, but most likely during winter at a time when less casuals are trading, leading to a half full market its not viable. The council revenue will suffer too.*
- *My raw materials and fuel have increased over 35% in the last 12 months to April 2023.*
- *Stall values will continue to fall and ability to sell evaporate with these proposed increases. Is it ok that a current Alderman sold his stall to regain his investment but the rest of us are now in limbo ?*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise in collaboration with

stallholders – T Shirts, Phone Covers – get creative as that is what the stallholders are all about.

We don't need pipe bands, taiko drummers, loud music and distractions from consumers spending at the market – we have asked the Hobart City Council to coordinate and monitor noise coming from the Parliament Lawns which has never been actioned – again on Saturday 21 April 2023 loud Taiko drummers we were heard across the market. We had to put up with very loud Anti Vac demonstrations all during Covid with nothing being done - cant talk properly to consumers and it drives them away from our stalls.

In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for

the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

This has been a lengthy and time consuming exercise to write this submission and review the new agreement – time that could have been spent on my business. This has cause unwanted stress and anxiety to all stallholders which the Hobart City Council is the cause.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further.

I will be present at the Hobart City Council meeting on 23 April 2023. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Adam Pike
The Dog House Bakery
[REDACTED]

Dear Lord Mayor, elected members, council officers, and to whom else it may concern,

Thank you for the opportunity to make this submission, and for taking the time to consider my thoughts regarding the new proposed draft license agreement.

My name is Adriana Carnevale, and I have been a stallholder at Salamanca Market since 2003, both as a casual and a licensed stallholder. My business ADRIANA – ORIGINAL DESIGNS relies solely on Salamanca as a retail outlet, and I'm very appreciative to be part of such an amazing cultural Tasmanian attraction.

I design and sew a range of womens clothing, scarves, bags and accessories, most of which are 'one-of-a-kind' items, distinct in style, and all handmade by me, here in my Hobart studio.

I'm concerned that my business may be under threat because of proposed changes and site fee increases as stated in the new license agreement.

I understand and accept that site fees will need to increase over the next five years. All I ask is that the increase is fair, is at a capped rate, and that council spending of these fees is transparent, and used to further promote and develop the market in a way that helps us Tasmanian producers and makers. Without our speciality small businesses and niche products, Salamanca would not be the unique Tasmanian attraction that people come from all over the world to visit.

I have always traded through the quieter winter months when visitor numbers are less, and overall sales are down. If the site fees increase by too much, my business during these times will suffer severely. My small business provides for my family, and if I cannot turn over a profit and make it worthwhile, it's possible that I may not be able to continue.

It's pretty disheartening to go home at the end of Saturday, after sitting in the cold, wind and rain all day without making any profit for your time and effort. It's pretty bleak when your sales for the day only just cover the weekly site rental.

I source all my fabrics and haberdashery within Australia, and try to get as much as I can locally. The cost of materials used to make my original designs has been steadily increasing, as with all costs of living, but I don't feel that raising the price of my individual products is a possibility.

I already have to compete with other stalls at the market selling cheaply made imported clothing and bags. These stalls unfairly promote themselves as 'Designed in Tasmania', even though their products are manufactured elsewhere, in places such as India and Thailand. It's misleading and dishonest. They sell mass produced 'fast fashion', the same as you can get in a city store.

Mine is truly a Tasmanian business, and any further burdens from excessive site fee increases and changes to my license could jeopardise my future. I purchased a permanent site and feel that I have invested my money and time in Salamanca Market. I'm proud to be a stallholder, and am grateful to the HCC staff who are there every week helping to make it such a fantastic event.

However, there are a few changes to the new draft license agreement that concern me.

I believe the license should be for a 5 year term rather than the proposed 3+2 years. I don't quite understand why it has been done this way. Certainly the HCC would want us stallholders to commit to the contract for a longer period. We need some degree of confidence that we are supported and valued. As I see it, without us artists, crafters, makers and producers, there simply is no market.

I object to the wording in the first line of Clause 6 that has been changed from 'WILL' to 'MAY' when referring to the re-issuing by council of a license once the agreed term has expired. We need the assurance that the license we have invested in and committed to will be ongoing, and cannot simply be taken away from us without reason.

I feel that Clause 57a needs to be changed as it unreasonably seems to give HCC the right to amend the boundaries of our stall site. Does this also give them the power to move us completely if they desire?

During my years as a casual stallholder I set up and traded at many different locations within the market. I was moved around regularly and experienced both ends of Salamanca Place, as well as in the bustling centre. Because of this, I now know what position is suited to my unique product line, and what area works best for me.

When looking for a permanent site to buy, I considered the available options and chose the position on account of the size, location, surrounding sites, the stallholders, and what they sell. I consider myself to be part of a community, and am happy there. My small handmade business has been successful so far, and I wouldn't want to be moved and unfairly disadvantaged.

I purchased my site as it is, and where it is, and would firmly object to being relocated. Therefore, I ask that the wording "any reason in councils sole discretion" is deleted from this clause in the contract.

Thank you again for the opportunity to submit my concerns and objections. I sincerely hope that they are considered.

Best wishes,

Adriana Carnevale

ADRIANA - ORIGINAL DESIGNS

HANDMADE IN TASMANIA

Site 89, Salamanca Market, Hobart

██████████

QDear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Alex Chaplin, I run the stall for 7K Distillery and 7K Distillery has been a stallholder at Salamanca Market for several years.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

- *We currently hire two staff members to work the market each and every weekend, with increased costs, we would have to look at other measures, such as reduced hours or reduced staff for our stall.*
- *The market holds a lot of weight to our business as one of the main sources of income for the distillery, but over the last year, we have seen a decline in numbers for our stall.*
- *We would have to reconsider our stance at the markets if such heavy fees were to increase and compound each year.*

- *I wish to see the markets to continue with local & tourist alike enjoying everything big & small, it's what makes Salamanca markets so special.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Alexander Chaplin

Sales & Events Manager
7K Distillery

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is (Alice) Youyin Yu and I have been a stallholder at Salamanca Market for 2 years with my business-Tasmanian Fashion Land.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Can Salamanca Market division declare and publish their division financial statements, and other related documents and be transparent?

It's extremely sad to see so many stallholders are disappointed and dissatisfied with the service, fees and traffic management. Shouldn't be there some steps being taken and measures of the service quality?

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

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Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

- Would no longer be able to employ staff
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders
- Would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. Particularly add comment if you wouldn't usually take many absences but price increase would force it due to higher break even point.
- Include any example of increases in material/stock costs
- Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins
- Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and

capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Alice Yu

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Amanda Palmer and I have been a stallholder at Salamanca Market for four years with my business Wonky Willow. A hand crafted and unique Product.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Since being at Salamanca, my business has grown slowly from barely covering the stall fees each week to making a profit to solely rely on that income, I made the decision to leave paid work.

This year I have been renting from a Stallholder who has his site up for sale. This has allowed me to trade each week in the same spot. And consider purchasing a Salamanca site permanently via loan. With the proposed site fee increase has put an end to that prospect, along with the continual increases of material cost and freight, I will need to return to paid workforce as the increased fee will take away from my basic cost of living.

Sadly If I return work I would need to give up most weekends or even cease trading for the Market as I need the working week to create my product.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

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Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Amanda Palmer
Wonky Willow

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Amanda Parsons and I have been a stallholder at Salamanca Market for almost twenty years with my business Sew n So.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

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Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Lower sales and higher costs are already impacting my business in a negative way. In the last twenty years the months of February, March and November have been the ones I have traditionally looked forward to, being the most profitable. This year February, March and April have not followed that traditional pattern, there has been a considerable downturn in sales, disregarding the covid period. This disappointing downturn I would expect to continue given the rising costs the general community are experiencing. Now is definitely not the right time for council to be considering rate increases.

The market business I conduct is a sideline, it is not my primary source of income, it would not financially support me. I have a full time position working for an employer Monday to Friday. My market stall is an opportunity to present my craftwork and the craft of friends to the general public in the hope of a small return. The margin on these hand made products is very low, it is common knowledge that “makers” get a very small hourly return for their effort. Increases in hard costs, for example site fees, negate these hourly rates because increasing the price of products is just not an option in the current climate, it will result in less sales. Whilst some market patrons like to buy locally made products, some don't mind they just like to buy what they like, there is most definitely a price point that will not be exceeded and this price point is on the lower side not higher, the majorly of market patrons have a very limited budget and the expectation is that a market has more competitive retail prices.

I employ a staff member as it is not possible to manage the stall, as it is currently set up alone. In order to provide market patrons with knowledge about the products and in order to have eyes on all stock it is necessary to employ a staff member. This casual position may have to be reviewed as a cost saving. If I am unable to continue to employ a staff member it would be necessary to have a smaller more compact and less striking set up. I often have patrons tell me my site is “the most attractively presented site in the market”, I would not like to have to decrease it's presence.

I try not to be absent from Salamanca Market because I believe my site contributes to the vibrancy of the market, however, increases in site fees thus reduction in profitability would make taking the full quota of absences, eight weeks annually, more appealing, particularly over the winter months. Over winter less casual stall holders trade and if less permanent stall holders decide not to trade, due to the higher breakeven point, council revenue will be down further and more importantly less stalls at the market impact negatively the patron experience.

I purchased a licence to trade on my site almost twenty years ago for \$55,000, a substantial investment. I have a licence with a grandfather clause and paid a premium price for this at the time. My licence has served me well, it has enabled me to have flexibility with product lines and so respond to market demands, the essence of retailing, and more importantly to experiment with products. Being able to experiment with products has enabled me to tweak my business and stay relevant when market trends have changed. Unfortunately, I would not recover the purchase cost of my licence if it was for sale now. Potential licence purchasers are very wary of investing in a licence at Salamanca Market because of the uncertainty when dealing with council regarding these licences, it is not considered to be a safe and secure investment.

Salamanca Market has been so successful for so long because it has been an authentic market, with a mix of products including food, imported goods and locally made goods. This mix ensures there is something for everyone and so appeals to a diverse demographic. Many of the stall holders are at the market as an outlet for their creative pursuits, they have jobs outside and so this is not their major source of income. These stall holders are there because they enjoy being there, they are not there because they are part of a larger business that have Salamanca Market as one of their many outlets. If the overheads increase

the small operators will disappear and these larger businesses will take their place and Salamanca will no longer be bespoke.

The small operators make the market what it is, they provide the point of difference, which is very special!

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

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receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Amanda Parsons

Dear Market Team,
Below is our submission on the proposed new license agreements.

Firstly, we were unable to attend any of the workshops, and our ideas below reflect what we would have proposed had we been there for the relevant sessions.

Our over-riding position on the application of fees, is that they should simply reflect the service that council provides, delivered with budgetary efficiency.
We accept that fees are necessary, and that they ought to rise (or fall) in an appropriate way. How the variation in fees is calculated is the point that we, and many other stallholders, consider central. As proposed, the new structure appears to be based on an opaque valuation system, which compares the fees charged to those charged at other markets around Australia. As we don't have access to the valuer's methodology, we have no idea how the 'comparable' markets were selected. Are they 'for profit' or 'not for profit' markets. Are they all run by local government? Do they approach the scale efficiency of Salamanca's 300 odd stalls?

Beside this we question the whole idea of basing the fee structure on other markets. We believe Council should not be making a profit from the market, nor a loss. But as we are paying the money collected in fees, we want the costs to be accountably minimised. An alternative approach would be to audit council's costs annually**, and raise (or lower) the fees accordingly in the following year. If the increase proves over-done one year, it would be lowered the next. If the increase is insufficient one year it would go higher the next. This way we would be paying for a service we are receiving (Council dealing with the market logistics etc.), rather than feeling that we are paying council the going price for taking part in a Council owned and operated event. We permanent own the leases, and this ought to be reflected in how we pay the cost of the necessary management of our collective market.

On the point of lease ownership, it is well known that there are many stalls for sale. Some are Covid related. But all face difficulty selling. This places a downward pressure on prices. Why are there few buyers? It used to be a lucky opportunity to pick up a stall. We believe the reason is that the conditions for casuals are now so generous that there is no incentive to take on the commitment of a permanent stall. We have spoken to numerous permanent who say they would rather be a casual now. There is more flexibility. You can just trade part of the year if you want. But we can't go casual, because we could not sell our stall. The policies which have encouraged casuals, have devalued our asset (the lease). What is the advantage of committing to permanency? We believe that fees for casuals should be significantly raised relative to permanent in order to create an incentive for casuals to go permanent.

In summary:

1. We request access to the valuer's methodology.
2. Fees ought to be applied on a not-for-profit basis.
3. Casual fees ought to be relatively higher than permanent.

Thanking you,
Andrew & Gabriele Baird,
Stall 50
momento art.

**This may have some complexities. There are costs to council from which the broader non-market community derives advantage (commercial activity in general). And there may be indirect revenue to council through higher tourist numbers. Advertising of the market is effectively advertising for the whole of Hobart, and indeed Tasmania. But just because it is complex does not mean it can't be done.

Good Afternoon,

Re: Salamanca Market Fees – Submission

Thank you for the opportunity to provide a submission with respect to fees to be levied against Salamanca Market stallholders. We hold a license to trade at site 185.

Please accept this email as our submission.

We oppose an increase in fees until a full case has been made and independently considered for such an increase.

We oppose the proposed increase to fees on the basis that no case has been made for it, no opportunity has been provided to assess critical information pertaining to it and no independent assessment of the reasonableness of fees has been undertaken.

We have sought to understand the rationale for an increase, but have been denied access to information upon which Council relies to increase fees. We have sought both the valuers report and the instructions provided to the valuer in order to assess the case for an increase.

We have been denied both on the basis that it is commercial-in-confidence. No identification of which information might be commercially confidential has been provided other than reference to "other markets". Those "other markets" (presumably as identified in the FAQ – Harvest, Rocks, Bondi, Paddington, Collective and Arts Centre) are easily distinguishable from Salamanca; they *do not* sell site licenses and hence include a commercial return on real estate in their fees. Salamanca, on the other hand, issues licenses which trade at considerable expense to incoming stallholders.

Revenue Consideration – "Commercial Rate of Return"

Fees for Salamanca, in our submission, must be set on the basis of cost recovery for services rather than commercial return for real estate. The commercial return on real estate derives from the license to occupy the site as distinct from the services provided external to the site. Service fees (site fees) must not, in our submission, be set as a de facto rental on a property right on which consideration has already been paid.

We are unable to discern if determining a commercial rate of return was the instruction given to the valuer as we are denied access to both the instructions and the report. Noting, however, the alternative markets identified as informative, we believe this to be the case. In our submission, these markets are easily distinguished as not having tradable site licenses for which stallholders have outlaid considerable capital. In light of that, their fees are not relevant to this determination.

We submit, however, that a commercial rate of return must be built into fees levied against casual site operators. By definition, these operators have not invested in a site. A rental component as determined by a valuer is therefore reasonable as a levy identified separately to site fees.

Cost Consideration

We submit that the means by which to determine fees is an independent assessment of reasonable costs – as with electricity or water provision determinations. In such fashion, Council recovers the reasonable amount required to operate the market from stallholders. Such methodology provides an intrinsic incentive for efficient operation.

Reasonable Cost

We recognise that the majority of cost to Council in operating the market is fixed; primarily wages and equipment. These costs should be borne by stallholders. In our submission, the methodology for allocation of costs to site categories is reasonable.

Given that the majority of costs are fixed, we submit that the application of Consumer Price Index (CPI) to increase to fees is unreasonable. The basket of goods associated with CPI bears no relevance to the fixed costs which Council ought recover. It is a matter of fact that wages paid by Council have not increased by CPI; nor have equipment leases which are presumably on fixed rates. Our submission is that actual wage costs, which Council know well in advance given Enterprise Bargaining Agreements, must be the basis upon which annual fees are considered.

Increased Revenue

The current proposal for fee increases goes well beyond cost recovery. Council anticipate (per FAQ) that the proposed increase in fees will result in \$150,000 in increased revenue, noting that will be directed to "more music and activations, additional training opportunities for stallholders, the development of a market map mobile application..."

In our submission, an independent assessment of reasonable costs would reject this expenses and strike them from a fee determination.

- "More music and activations", in our submission, is a fundamental misunderstanding of visitation drivers of the market. For patrons of the market, the attraction is not "activations" – but the market itself. Tourists, our primary attendees, visit the market not for a particularly "activation" but because of the market itself. Further and, in our submission, more importantly; stallholders *do not want* more "more music and activations." We submit to the contrary; stallholders would value *less* "music and activations" as they regularly interrupt sales activity without attracting additional footfall.
- "Additional training opportunities for stallholders" is a clear example of cross-subsidisation. We submit that neither "training" nor "opportunity" is a service demanded by all stallholders nor an appropriate activity for which to compulsorily acquire revenue for subsidy.
- A "market map mobile application" is, in our submission, simply unnecessary. The market layout does not require a map. We submit that very few attendees are seeking a specific stall or stall alone and, if so, have access to maps provided on browsers.

We note that along with these proposals taking up the additional and (in our submission) unnecessary \$150,000, Council advise that some 25% of existing fees pay for services which are not essential to stallholders and would not be accepted by an independent assessment. In particular we note (from the FAQ document) funds expended (in descending order) on "marketing, activations, ..., RSPCA puppy parking."

- We are not provided with information on the "marketing" budget, however note that it is identified as the highest variable expense. As the leading tourist attraction in the state, tourists will attend Salamanca Market regardless of advertising; we therefore submit that

this budget would be heavily scrutinised by an independent assessment and likely decreased.

- We have made submissions above with respect to “activations”. We believe that the existing “activations” budget – as the second highest variable expense – needs independent scrutiny.
- We submit that stallholders paying expenses for “puppy parking” (the fifth highest variable expense) is a clear case of cross subsidy with marginal (at best) benefit.

Conclusion

In our submission, the methodology for a significant fee increase is fundamentally flawed. Stallholder fees are collected to recover costs for services, not to earn a return on real estate that is separately licensed.

Far from having made a case for a dramatic increase in services, the limited information disclosed to stallholders indicates the provision of services which are neither demanded nor wanted. We submit that a case exists for a full disclosure of expense and an independent assessment of their reasonableness and hence warrant for recovery.

We submit that land valuation and CPI are entirely inappropriate drivers for a cost recovery exercise where those costs are in no way associated with those assessments.

Again, thank you for the opportunity to make a submission. We sincerely hope that it is considered and we look forward to further engagements.

Sincerely,

Andrew Gregson
Tasmanian Tonic Company



Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Andrew Williams and I have been a stallholder at Salamanca Market for 15 years with my business Olive and Ash

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

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The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Small increases are acceptable but higher costs have already led to changes and fee increases will:

- *Mean that we have to reduce our staff hours*
- *We try and support other stall holders but will have to start bringing our own food and not spend the amount we currently do at other stalls*
- *We normally take about 2 weeks off per year but would consider taking our full 8 weeks off over July, August as not able to pay a staff member and to save on costs as*

it is so much quieter over this period. An empty market is never attractive for visitors or cost effective for council.

- We are very proud that we support local business around Tasmania before we even consider purchasing raw ingredients from interstate and in some cases raw ingredients have tripled over the past 3 years and our margins are less as it is not always easy to increase the price due to the current squeeze that consumers are facing at this time.*
- As a business with strong supportive ethics we are prepared to take smaller margins to not compromise our products so our profit and bottom line suffers which as mentioned above are the first to be stopped*
- We purchased our stall 10 years ago and have been interested in selling our stall and move to a smaller site. Council are not working with stallholders to be able to achieve this and there are people who cannot even give their stall away at 1/3 of what they paid for theirs. The mood of the market has changed and the people who are coming in as casuals are different from when we started 15 years ago and they do not take the commitment serious and the need to attend every week and many attend once a month as that is all that is required so the ability to sell a stall is now even less and I do not see this changing in the near future. Substantial fee increases will only add to this burden and stallholders not being able to afford to attend or sell.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive and stallholders are able to forward budget knowing what their outgoings will be. The market has changed over the past years due to over governing and is changing not for the better. Over governance is not a positive and I would be concerned that it goes like The Taste and council dipping their finger in too deep and forgetting what the market is all about and over the past few years HCC has found a new love for what money can be generated (parking metres etc) and are now pushing these changes to Salamanca and it is VERY VERY SAD.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or

defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words “...in accordance with Clause 14” regarding approved product line. These are the sub-clauses that remove the protection of the ‘Grandfather clause’ for those affected and it devalues licences without any financial consideration from council as when certain people purchased their stall it was due to this clause.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to “14 days” should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the “letter of instruction” (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved which the council are currently turning a blind eye too.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Andrew Williams
Olive and Ash
Stall 53

I would like this to be part of any representation as a means to add voice to the price increase I feel will be the ultimate nail in the coffin of Salamanca Mkt's popularity - which does seem to be diminished in value for locals and very markedly over the last decade. They often mention they no longer visit the market - just drop their visitors off and come back and collect - this was not the case pre Covid and pre FarmGate.

█ for a long while now, the numbers have not made commercial sense for us. We attend only in the belief we also gain some repeat sales from customers who return home.

We do **not** achieve the minimum \$2000 average per week set out below, nevertheless I have put together the attached spreadsheet below listing pretty commercial costs for people who might make jams, jellies, and other products similar to what we do. It should also fit those whose units cost about 30 to 50% of their sale costs.

Now, some people may live 10 mins from the market, some will have less/more costs - like parking for 2 people, electricity, ice, flowers, higher wear and tear on equipment (or more frequent replacement of equipment etc.). But many travel more than an hour each way - and spend hours that are not paid for loading and unloading vans and cleaning and repairing after a day's wear and tear. I have just tried a guesstimate average.

If this spreadsheet was circulated - there would be many who had not realised just how much it cost them to be at the market - there would be many who might say "well we just love being there - and don't need to pay ourselves a wage", but there will be still others who will say - "this makes no commercial sense at all". I am certainly feeling that vibe from a growing body of people who have been at the market a while.

Please feel free to validate this data.

Council / State Government needs to work out how much this market is worth to Tasmania - and **consider where the tipping point is for the majority of 'average' people who make the market what it is.**

And think whether they want a market filled with a corporate franchise face and/or one that buys Asian jewellery or hand bags for \$5 and \$50 and then sells such items for \$50 and \$400 respectively! These are the people that do make money - but while that is fine as a smaller part of the mix - they will soon be very visible when the boutique producers disappear. And we will be left with only these and the ones who don't value their time (generally the older demographic which is already beginning to disappear). These are the things I ask Council to consider.

Please give me a call if you like - but not tomorrow - I have a film crew here then. Please add this page to my submission - or ask me to re-submit with this included.

Two scenarios - with an average weekly turnover of \$2000 and \$4000. Mind you - I certainly don't know of any stall holders who make Tasmanian produce who take this money each week on average - most of the ones I speak to sell way less than this.

While there is no 'standard' stall, these numbers are relatively conservative for the average business, if 2 people are required to operate a stall and wages are paid

IF \$2000 turnover is achieved		LOW	HIGH	Note - labour is at minimum wage rates including super, workers comp
Stall cost		\$100	\$150	
Transport to and from average		\$50	\$100	Fuel, car mileage - excludes labour
Wear and tear		\$50	\$150	includes POS, signage, tent, tables, chairs, display cabinets etc
Consumables		\$20	\$50	includes samples, tasting cups, napkins, sanitiser, info flyers, bags etc
Product cost - assuming 30 to 50%		\$600	\$1,000	IF someone sold \$2000 per day & captured wholesale and distributor margin
Almost solely on POS now - CC fees		\$38	\$38	1.9% of \$2000
		?	?	Add in the odd breakage, damage to car, injury to owner/employee etc!!
Total pre-labour costs		\$858	\$1,488	Even if you didn't consider any salaries - at pretty average cost, the profit is only \$500 and that is assuming people take \$2000 every week!!
But then add in Labour				
Labour load + unload 2-3hrs		\$60	\$90	Outside market hrs - loading vans before; unpacking & cleaning van + equipment:
Labour transport to and back x 2		\$50	\$100	Assuming 1/2 hour each way - we are 1.8 hrs total
Labour - 2 people 7am to 4pm		\$550	\$630	9 hrs x 2 people @ \$35 / hr as a Sat rate and no-one wants to work Sat morning!
Total costs including Labour		\$1,518	\$2,308	Add in a fairly standard labour component - and a couple turning \$2000 is losing \$300/wk, assuming working around a 12 hr day x 2 people

While there is no 'standard' stall, these numbers are relatively conservative for the average business, if 2 people are required to operate a stall and wages are paid

IF \$4000 turnover is achieved		LOW	HIGH	Note - labour is at minimum wage rates including super, workers comp
Stall cost		\$100	\$150	
Transport to and from average		\$50	\$100	Fuel, car mileage - excludes labour
Wear and tear		\$50	\$150	includes POS, signage, tent, tables, chairs, display cabinets etc
Consumables		\$40	\$80	includes samples, tasting cups, napkins, sanitiser, info flyers, bags etc
Product cost - assuming 30 to 50%		\$1,200	\$2,000	IF someone sold \$4000 per day & captured wholesale and distributor margin
Almost solely on POS now - CC fees		\$76	\$76	1.9% of \$4000
		?	?	Add in the odd breakage, damage to car, injury to owner/employee etc!!
Total pre-labour costs		\$1,516	\$2,556	Without salaries - good profit are achievable assuming takings of \$4000 every week!!
But then add in Labour				
Labour load + unload 2-3hrs		\$80	\$100	Outside market hrs - loading vans before; unpacking & cleaning van + equipment:
Labour transport to and back x 2		\$50	\$100	Assuming 1/2 hour each way - we are 1.8 hrs total
Labour - 2 people 7am to 4pm		\$550	\$630	9 hrs x 2 people @ \$35 / hr as a Sat rate and no-one wants to work Sat morning!
Total costs including Labour		\$2,196	\$3,386	Add in a fairly standard labour component - and a couple turning \$4000 is making \$600/wk, assuming working around a 12 hr day x 2 people

Kind regards,
Anne



SUBMISSION TO COUNCIL RE STALLHOLDERS' AGREEMENT - Ashbolt

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Anne Ashbolt. I have had my Ashbolt Farm stall at Salamanca Market for 23 years.

I am writing this submission due to my concern for the future of the Salamanca Market. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement. I wish this submission to add to my previous letter stating the lack of financial viability of many stalls and my personal fear the proposed site increases will see the demise of both the character and appeal of the market, already under threat due to its inability to retain attendance by locals. What happens if there is another airline strike? We should be appealing to both locals and visitors alike.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions have changed, the average age of the market stallholders is seeing many stalwarts leaving and the younger generation will not work for sub-optimal income for long. The high number of stalls for sale are a warning sign – and there are many more wishing they could exit – but waiting for the prices to pick up. Many are being offered for sale at a loss. Stallholders are struggling. Added to this – the potential of a recession is weighing heavy on the minds and pockets of our visitors.

A significant site fee increase has huge implications for us:

- We can't justify staff
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders
- We would take the full eight weeks absence/more absences, most likely during winter, leading to a half full market and council revenue being further down. It is marginal trading for us as it is in winter. And low returns would definitely mean requested absences, which we have not ever done before.
- We travel 100km round trip to attend the market – the cost of vehicles, fuel, packaging and the value of our time in our business is all increasing and this increase is just one too far.
- We used to employ staff, we no longer do so – due to shrinking profit margins
- We paid a lot of money for our site/s and it is alarming that this value is being ameliorated by increasing costs.

Council Expenditures:

While the Council is extremely supportive face to face, there are additional expenses that should be curtailed – consultants and the like, before taking the option of increasing stall fees. The giant puppets roaming the market and curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales. Congestion within the market and parking are the number one and two cause for non-attendance by locals.

The council has to look at ways to curtail operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

Should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days' notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued

a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increases are proposed due to a highly flawed valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read this letter.

Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Anne Ashbolt
ASHBOLT FARM

April 2023

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Anneke Crotty and I have been a stallholder at Salamanca Market for 6 years with my business Scissor.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10% of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

I have been preparing to employ somebody to help me in my business two days a week but would have to reevaluate that decision with a rent increase.

I would be forced to take all my time off during the slower times (winter) because there is no point trading at a loss.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Anneke Crotty

[REDACTED]
City of Hobart
Town Hall, Macquarie Street
Hobart TAS 7000

By electronic submission: [REDACTED]

Dear [REDACTED]

We are the licenced stall holder of site 109, Salamanca Markets. This written submission is in response to your offer for feedback on receiving the new stall holder's licence agreement and fee schedule for 2023/24.

We are one of the many market stall holders who have listed their site for sale. Our site was first listed for sale in March 2022, at its February 2018 purchase price, subsequently receiving two or three noncommittal enquiries only. With more than twenty-five Salamanca stall sites for sale, we do not expect to secure a buyer without discounting the selling price below its original purchase price. It is not apparent on saleability evidence, that a fee increase is consistent with the level of demand for acquiring a stall. Your 15% licence fee increase can only deter potential buyers further.

Yours faithfully

Jeffrey Tilse

for, Tasmania Wild Biltong Company

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Bastian Hartmann and I have been a stallholder at Salamanca Market for one and a half years with my business Amble South (stall #278).

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of supplying products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

I purchased the licence for stall #278 approximately a year and a half ago at market rates. At the time I perceived this as a fair price, the fixed cost of the weekly market fees made trading viable, and I considered the licence as an asset that would retain value – a large portion of the equity in my family home went into the purchase. An increase in fees and the proposed changes in the licence agreement outlined below will completely change the equation – dealing the double-blow of making trading at a profit difficult and eroding the value of the original purchase of the licence.

These are already tough times. With all costs soaring (petrol to drive to market, family groceries, living, products and shipping) I am under considerable stress and the consequences of the proposed changes are great. Some stock and shipping has already almost doubled and profit margins are getting slimmer as increased costs can't be reasonably passed on to the customer – they too are feeling the pinch and will be deterred by higher prices (we already appreciate their support as it is).

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

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The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Bastian Hartmann

Dear Lord Mayor, elected members and HCC,

I am a licensed stallholder. This is my feedback on the proposed rent increase and changes to the terms of our licence agreement.

- I DO NOT agree that an annual 1/5th increase be applied to market fees. This is too high and would wipe out many casual and licenced stallholders. It will also act to discourage investment in the market for new licensees.
 - Turnover of licence agreements is essential to keep the market vibrant and sustainable. A casual pool will not provide the reliability for the future that a dynamic licenced stallholder pool will.
 - There should be NO changes to the licence agreement that put the stallholders at a disadvantage compared to the agreement they initially purchased their licence on. The interim agreement during covid was odd...and perhaps unnecessary. The market was (and always will be) Salamanca Market.
 - A compliance checking fee - and the employment of a person to check compliance is UN-NECESSARY and poses an additional cost to both the HCC and stallholders. You can guarantee if a stallholder is selling something out of their licence another stallholder will get a bee in their bonnet and 'dob' them in for free (as we know this happens a lot). In addition to that, streamlining the process for adjusting product lines would encourage them to update this more frequently, reducing the need for 'compliance checking'.
 - Licence agreement terms should be a MINIMUM of 5 years renewable for further 5 year periods ongoing.
 - Increased fees to cover 'extras' should NOT be passed to stallholders - if needed the funds should be provided by the HCC or applied for by the HCC from other programs (eg. State Growth). Stallholders shouldn't be subsidising any extra initiatives of the HCC.
- On the use of surveys to scope what the patrons want (extras):
 1. Patrons are largely tourists that visit the market once on a single day and 'extras' aren't why they are visiting - they are visiting because it is 'Salamanca Market'
 2. Paid musicians or other entertainment are not necessary - they don't attract people to the market, they also compete with the pool of local buskers. It is a Market not a Festival...
 3. Regular patrons (local, interstate or international) already know what they are coming for (the stallholders) and would attend the market in the absence of proposed 'extras'
 4. Surveys have been conducted during inflated crowd numbers (cruise ship days) so may be irrelevant to the general patron profile.
 5. Any patron is going to agree to a question 'would you like to see more entertainment, or more food?' - they aren't paying for it - and they will come to the market anyway.
 - More seating is actually what is needed - this should be located on the green and in the often vacant spots in the market.
 6. The cost of surveys should not be covered by stallholder fees.
 - Casual stallholders are essential to the market - they provide more to the mix, they help to fill gaps (although this doesn't seem to apply in winter). Many casual stallholders will never become permanent (this is totally normal and fine as it may not be their main focus on income). However, due to the fluent nature of casual attendance, casual fees should be higher than licenced stall holders (who have invested heavily in their licence) and an additional seasonal fee for stallholders that only trade during peak periods should apply - with the exception of seasonal produce suppliers (e.g. cherries and berries).
 - Transparency of the spend of our marketing fees should be provided to stallholders annually - with a breakdown of advertising costs and spread across product categories to ensure an even and fair spread of exposure for everyone. Is Marketing (as a role) really necessary - most of us post to the Salamanca market social pages anyway.....and the market is world renowned.....and award winning...it just sells itself :)

- I don't believe movement of permanent licence holders around the market is a good idea unless for purely safety reasons - like when construction is taking place. Apart from the nightmare of bump in and out, stalls have different configurations and it would also require ongoing bolt holes being placed and disadvantage for stallholders that have regular customers as they know how to find them in their regular place. Not to mention the consideration of product distribution.....
- Food stalls that emit strong odours for extended periods (lime more than 1 hr) should be only placed in the food court, the odour has detrimental effects on browsers behaviour and taints the neighbouring stalls' products. If you can imagine beautiful fabrics and clothing that smells like onion, seafood and garlic.....this devalues quality products and leaves the stallholders with tainted products.

We are all individual businesses and what the HCC decides with regards to fee increases and increase in control over our businesses through the proposed changes in the licence agreement will have a great impact on our livelihoods.

The future value of our license investment is at risk if the site fees increase significantly and if the proposed agreement changes are made (not a small amount of money - for me over \$40,000).

We are all exposed to ongoing increased costs - of living and doing business. Increases in postage rates, insurance, servicing and procurement of raw materials, equipment, fuel, credit card fees and surcharges, the list goes on...

I am in need of upgrading my marquee...and possibly getting a new vehicle (a cost that if rent increases significantly) I definitely can't afford to consider.

Thank you for your consideration.

Regards
Benita Vincent
Site 309
Benni Marine Designs

I have a few additional comments relating to proposed fee increases and proposed changes to the licence agreement.

The below points relate to comparing the Rocks Market in Sydney and the Collective Market in Brisbane....at these markets:

- Traders are provided with an undercover area or a marquee
- Traders do not buy a site licence - this option is not available

At Salamanca Market, as a licenced stallholder - we have already invested heavily in our market licences, and are responsible for our own infrastructure.

The HCC can not ignore the investment the greater majority of stallholders have already made. The cost of my site licence amounts to around 8.5 years of site fees....

If it is the desire of the HCC to change the licence agreement in any way that devalues our investment, then the HCC should be responsible for compensating us for this.

Regards
Benita Vincent
Site 309

Hello,

We would like all the Hobart City Councillors and Salamanca Market team to know that we understand the need for the current proposed site fee increases and we support the new licence agreement and the new site fee increases over the next five years.

Our business costs and expenses have increased over the last 12 months and we understand the costs of operating Salamanca Market would have increased also.

We attended all nine workshops held for stall holders and appreciate being given the opportunity to collaborate with the Salamanca Market team to discuss new ideas and be involved with ensuring Salamanca Market remains dynamic and evolves.

--

Regards

Brett & Christine Kinnear
Nicky River Uggs
Site 205/206

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Philip Bohm and I have been a stallholder at Salamanca Market for at least six years with my business Cantina Latina

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

We have seen significant cost increases in our food business which have led in turn for us to increase our prices. The customer perception may become that Salamanca market is an expensive place to visit and lead to travellers and locals to avoid visiting Hobart in the long term. Other events are now charging a percentage of takings high enough that these costs are simply passed on to the consumer. In our case we need to put our prices up over the Salamanca market prices by nearly 20% to cover the extra charges and the associated taxes on the increased prices.

After purchasing our site we have already seen that site values have dropped rather than holding at least. This I think is because of uncertainty over licencing and the ease at which casuals can obtain a site at no upfront cost. I do feel that the position of the council is that

permanent stallholders will not have any more security of holding onto their site or have any more rights than casual stallholders in the long term. This will lead to a drop in investment and therefore quality over the long term. Without happy stallholders there is no happy vibe to salamanca market.

I also think that high rents will deter small startups from trying out new products as casual stall holders. Unless they experience high demand it won't be feasible to continue. Generic and safe product lines will rule and damage the quality of the market overall.

The market can continue to break even and prosper. I encourage the Council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for

the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] or Joana Cubillos on [REDACTED] you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Philip Bohm
Cantina Latina

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Carl Björklund

and I have been a stallholder at Salamanca Market for 30 years

with my business Mineralice tasmanica at site 275.



I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

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Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

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Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

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 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Carl Björklund



Salamanca Market team,

Re rent and conditions changes.

The current proposed change to rent at Salamanca Market will have the likely outcome of affecting the viability of our business, especially in low trade periods. To this end we would have to decide if attending on these occasions is financially viable. The obvious flow on from this being, if other likeminded stallholders choose to be absent, this will have a detrimental effect on the experience that is Salamanca Market.

Our concern is why is the rent rise necessary? Wage rises are relatively modest currently, around 3.5% for State employees, yet we are seeing added functions to the Market administration body. This could easily be interpreted as "empire building" rather than adding value to either the "Market experience" or our bottom line.

On the several other issues being raised by SMSA including the method and efficacy of the valuing process to boundary matters and others, we strongly believe a consultative and inclusive approach using SMSA as the appropriate voice piece for stall holders should be adopted and indeed mandated.

Thank you,

Carole and Martin Dougan
Site 239.

Dear Lord Mayor, elected members, council officers and to whom else it may concern.

My name is OLIVER DAVID JACKSON

and I have been a stallholder at Salamanca Market for 46 years

with my business JACKO'S Wood Turning at site 303.



I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

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The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,



Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our name is Anne Kerr and Des Vernon and we have been stallholders at Salamanca Market for ten years with my business MollyDesmond.

We are writing this submission to you as we are extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

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The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. It is acknowledged as a tourist icon and often linked with MONA by customers talking about reasons for coming to Hobart.

Our business is a borderline one, taking into account costs of research, development, travelling to and from Hobart (we live more than 50 km away on the South East Coast) and the costs of site fees, etc. Add to this the cost of funding the initial outlay for the site, which Hobart City Council was a party to, when we first purchased it through their agreement. This is a significant outlay for us as we are retired and only one of us is able to get the pension (due to ill health prior to pension age). A drop in the value of our site due to council licence

requirements would be financially untenable. We are not alone in this situation, there are significant numbers of stallholders in this bracket. Winter is especially difficult, and site fees plus travelling make a break-even scenario difficult to maintain. Increased site fees would make this extremely difficult.

The market can continue to break even and prosper. We encourage council to rein in spending and look at a proper relationship with stallholders, where administrators are responsible to and work totally in conjunction with the Salamanca Stallholders association rather than take a top-down approach. Salamanca Market was developed by stallholders and not as a bureaucratic exercise. This should be the principle on which development goes forward. There are so many innovators and artists who have brought this to where it is and that will continue as all stallholders continually respond to changing customers buying preferences.

In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Des Vernon
Anne Kerr

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Elaine Gillie and I have been a stallholder at Salamanca Market for seven years with my business Raw Indulgence.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

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The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

A significant site fee increase would impact severely on my business. For example The cost of stock and associated costs has increased exponentially and this along with fee increases would put too great a burden on running the stall.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Thank you
Elaine Gillie

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

I am writing to you in regards to proposed changes to the Salamanca Market license agreement as set out in the new draft license agreement.

My husband, Jamie Maslin, and I, Emily Maslin, have been trading at Salamanca Market for around 9 years. For 8 years we traded as casuals, but last year we made the commitment (and considerable investment, for us, as a small family business) to purchase a permanent site. This was not a decision we made lightly. We trialled several sites before settling on our current site to purchase. We chose this particular site because its size and location were the best suited to our business and stall set up. We were not willing to pay \$40,000 – 50,000 dollars for the other sites we tried. Therefore, we are extremely concerned by Clause 57a in the proposed new license agreement, which would give the council the right to amend the boundaries of the site which we purchased in good faith. Not only did we purchase this site for its particular position, but we have now invested several thousands of dollars in infrastructure to fit its specific size. Any change to its location or boundaries would devalue our purchase and be costly for our business.

Another item of deep concern is Clause 6, regarding the issuing of a new license at the expiry of the 5 year agreement. That the council 'may' offer a new license instead of 'will' as has previously been the case, provides no certainty of our investment being any use to us in 5 years time. We were of the understanding that this wording would be reinstated as per the 2017 License Agreement and certainly influenced our decision to purchase a site last year.

There is also no reason why the current 5 year licensing should be changed to 3+2 years, as stallholders already have the provision to terminate their agreement with 7 days notice. Therefore, I can only conclude that this is for the council's benefit and adds more uncertainty to our position, and so reduces the value of our site and our business.

Other clauses of concern are:

Clause 15 (b) – this should be amended as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as the additional stall is selling a different product line it should not be an issue.

In Clause 16, the wording following the words "...in accordance with Clause 14" should be removed, regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

Our final concern is the proposed site fee increases. As a small, family run business, every additional cost has a marked impact on the viability of our business. In order to purchase our stall, we had to delay purchasing new stock which, due to interest rate rises and inflation, has also risen considerably in expense.

Trading since COVID is thankfully improving, but it is certainly not what it was 4 years ago. The severity of the rent increases would mean we would need to consider our other spending, including our own purchases on Saturday at the market, such as food and drink which helps support our fellow traders, and may lead to us using more of our 8 week allowed absences over Winter when trading is considerably slower and may not be worth it.

We agree with the SMSA proposal that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me via email at [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Emily and Jamie Maslin

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Emma Hope and I guess you could say I've have been a stallholder at Salamanca Market since the day I was born; it's in my blood and is my greatest passion! My late mum Sue Hope was an original stallholder and long-time president of the Salamanca Market Stallholder Association (SMSA), a role I am proudly following in her footsteps with and have held for close to two years.

Mum had Tasmania's first ever vintage clothing store, a concept which at the time was new, where she sold Victorian era nighties, extravagant 1920s and 30s outfits and other garments which would these days be best placed in museums rather than recycled clothing stores. Some 50+ years ago she lined up at Town Hall and was one of the first to hold in her hand a licence to trade. It was a very different market back then. In fact, it was not run by the council when it started, and had just a handful of stalls. It has organically grown and evolved over the years and is now Tasmania's number one tourist attraction, something I and every stallholder down there is immensely proud of. It is the diversity and uniqueness that makes Salamanca so special, it is a showcase of the best of Tasmania in terms of food, produce but also arts and craft. But the latter is particularly at risk with the proposed site fees and draft licence agreement.

For background, while she was sick and following mum's passing I took over the stall and have been running it independently for the past 20 years with my business Emma Hope retro and vintage at site 274. I source pre-loved clothing from op shops and a range of other sources and clean and repair it to prevent it going into landfill. I also sell a range of handknitted jumpers, beanies and scarves.

I am extremely concerned about the impact doubling our rent and imposing more regulations will have on my own business, my fellow stallholders, the market as a whole and the institution that is Salamanca Market.

So how did we get here? Let's start with the process. There has been a complete lack of transparency, absence of consultation and negotiations, and quite frankly a veil of secrecy.

The valuation report the site fee increase is based on is so flawed as to be deemed unlawful. Not to mention the fact that ordinary stallholders have not been privy to laying eyes on a copy it.

The report was done more than six months in advance of when the valuation is to kick in, predicting the future of the market using a crystal ball. We don't know the terms of reference for the valuation but we do know it did not look at trade conditions, stallholder sentiment or any other measurables you would expect to see in a reasonable valuation.

What it did look at was a site visit during peak season, and a comparison of markets from around Australia. We know comparing markets is like comparing apples and oranges but that is what has been done. We're not the Rocks Market in Sydney, we don't get their foot traffic. By the end of this five- year licence our site fees will be up there with the Rocks market and more expensive than many other markets from around Australia.

Another point on the lack of transparency. Stallholders and the association have no oversight of revenue and expenditure, despite the SMSA requesting it repeatedly over many years. We would like to know where our money is being spent so we can evaluate whether it is being used efficiently.

The 9 workshops held as “consultation” were a paint by numbers experiment. They were never sold as being negotiation on the licence agreement. They had an average of 15 participants, hardly a reflection of the 300 stallholders. And we’re held in expensive meeting rooms hired at the Old Wool Store hotel.

I urge you to read the notes from those workshops here’s an extract from Workshop 4: “It was shared with the group that the market currently pays for itself i.e. revenues match with expenses, and most expenses are fixed. If stallholders would like to see more services, revenues may need to increase.”

I think very few stallholders would encourage an increase in services if they knew it was at the expense of a doubling of their rent.

Different elected members have quoted in the media talking about the additional funds raised from doubling our rent allowing the market to “develop”. To them I would say that over its 50 year history it has naturally evolved into something stallholders can be proud of. The old saying ‘if it ain’t broke...’ rings so true. Talk of increasing the spend on curated music activations and entertainment is misguided. These things more often than not detract from the market rather than add to it. They’re an expensive distraction. At the end of the day no one is coming to the market to see giant puppets, they’re coming to see the stalls. Particularly those who lovingly hand make jewellery, ceramics, woodwork, clothing and so much more.

These are also the stalls that won’t survive a rent hike. Due to the ever increasing cost of their materials and the time and care required to produce their art they have extremely slim margins.

The stalls doing well despite tough market conditions and the skyrocketing cost of living are the food stalls and distilleries. By increasing fee you will see an increase in these and a loss of the small handcraft micro businesses and the risk is Salamanca will turn into another Taste of Tasmania.

Historically Salamanca has been a place where small, innovative micro businesses can launch and go on to great things. We’ve seen the likes of Beauty and the Bees & Francesca jewellery started at the market and now they have store around Australia, celebrity endorsements and an international market. By doubling the rent you make it that much harder for these sort of start-ups to have a go, so we will miss out on the next Francesca or similar.

Stallholders turn up in the wee small hours of Saturday morning and leave late afternoon, week after week, all year round braving all weathers and expect to be able to make a reasonable return from their labours and for their products in which they take great pride. They should also be entitled to have the confidence in the future value of their Salamanca business investments which this proposed draft contract would seriously seek to erode.

Those of you who stood up at our election forum and pledged to support stallholders but have now indicated they will vote for our rents to double and rigid conditions to be imposed- I implore you to reconsider. Please go down to the market and speak to stallholders. Speak to makers and artists, sectors the greens pride themselves on supporting, you'll be hard stretched to find one who supports this new licence. And in turn make it extremely difficult for any of us 300 stallholders, many of whom are on the GM's role and have double votes, to support you come next election.

But more than doing it for political reasons, please remember that on top of being the sole income of so many families and a launchpad for small businesses that Salamanca Market is the creative and economic heart of Hobart. Please don't risk destroying something that means so much to so many, myself included. Something so special, so unique and so vital.

I've already lost my mum, who was herself a long serving president of the stallholder association. Just this month I lost my brother, who also grew up at the market and made his first wage selling off his old transformer toys. Please don't decimate my market family, who as you can see from those present here tonight, rally around each other when times get tough. Please don't destroy something that is so significant, both in putting food on the table but also as a family unit, to so many people.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Stallholders at Salamanca purchase their stalls for up to \$100k and are still paying them off. With the rise in interest rates this is causing ever increasing strain. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra

people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Such a significant site fee increase would impact my business by:

- No longer being able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders. Every Saturday morning once I've unloaded and driven my car out and before I complete my set up I go to Machine Café in Salamanca Square for breakfast. I've done this since the day Josh Clarke opened almost 20 years ago now. Initially with mum and now with my husband. I look forward to it all week and I see many stallholders come and go for takeaway food and coffees while I eat and enjoy. I spend \$50 for a nutritious brekkie that sustains me through the day and uses fresh Tassie produce. I'd have to cease this long held tradition if rents increase. Josh and the other surrounding businesses report such good trade on Saturdays when the market is on, not just from visitors but stallholders and their staff too.
- I don't pay myself or my husband a wage to work the stall but if rents increase we would have to consider just one of us (me) working the stall and him doing other paid work on Saturdays. This would negatively impact my business as when it's busy we need two of us to serve and speak to customers.
- We would definitely take our full eight weeks absence, most likely during winter at a time when there are less casuals trading, leading to a half full market and council revenue being further down. I normally only take a couple of absences a year. But there are some Saturdays in winter I only make a couple of hundred dollars. With increased rents I would no longer be prepared to stand in adverse conditions over a very long day if the break even point was that much higher or there was a chance I would be running at a loss.
- My stock costs have skyrocketed. "Thrifting" or buying from op shops has become increasingly trendy with people now aware of the environmental impact of fast fashion. This has led to op shops drastically increasing their prices meaning my margins are significantly higher. Wool prices are also rising astronomically.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
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2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
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54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I

sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Emma Hope.

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Evelyn Smith and I have been a stallholder at Salamanca Market for 1 year with my business Stitched with love by Ev

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

A significant site fee increase would mean:

- *I would have to look at if I can cover the site increase and buy the site I am hoping to buy.*
- *I would have to man the stall alone as I would not be able to afford help which presents an issue because of a medical condition.*
- *I would not be able to buy food and drinks at the market means less business for the other stallholders.*

- *I would have to look at if I can increase prices enough to make it feasible to continue attending the market.*
- *It is already a very narrow margin for me as to if I make money or not at this market and if costs go up then I would likely have to look for an alternate market.*
- *Even in the short time I have been there I have seen a decrease in what people are spending because of the impact rising costs have on their disposable income. If this continues they are not likely to spend money on what amounts to luxury items which I sell.*
- *I also have no other source of income so if my sales are going down and costs are going up it puts me in a position of not having enough income to support myself and my children.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Evelyn Smith

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is FELICIA MATHERS and I have been a stallholder at Salamanca Market for 23 years with my business Leather Artisan.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft licence agreement.

Site Fee Increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10% of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new programme of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

On a personal level, my material costs have increased 15-20% over the last 2 years, but my income has yet to recover to that of pre covid disruptions. So far I have managed to absorb costs, but will be obliged to increase my prices by a large margin to cover extra rent.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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57 a. Council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in council's sole discretion". Other reasons eg pandemic, safety etc. are OK. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take on board my objections and I look forward to further engagement on the matter.

Best wishes,

Felicia Mathers

To Hobart Council

My concern is that with the price increase over 5 years some smaller businesses including casual might not be able to survive. People travel and plan their trip to attend this great market so I would hate to see small businesses being pushed out because they could not cover rents in 5-year times. So would hope that only the cpi should be applied every year.

Also, I feel that the market lease should remain 5 years with another 5-year option.

Thank you for your time

Kind Regards Frances Papera

Stall 289

Tiger Ina Papera Unique Woodcraft

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is ... Gai Anderson and I have been a stallholder at Salamanca Market for ...40 years with my business site 130

I am writing this submission to you as I am concerned for the future of the Salamanca Market. I feel it is under threat. I am particularly concerned about the restrictive product lines and procedures around this, and any changes proposed under the new draft license agreement of the "grandfather clause", which allows stall holders to continue to sell their agreed products lines on the sale of the business. This will devalue my stall, and my ability sell the stall when the time comes, which as a long term stall holder who has supported the market for so long seems very unfair. Whilst I understand that the market need to have some control over what is sold on stalls, I believe the system now is so restrictive that the market is being strangled by these restrictions. Not everyone wants to buy or can afford to buy only "Tasmanian made" products, and the continued success of a stall like mine – (which is based on creating and designing hand made and creative products overseas in poor communities) proves that. Woollen jackets and hats which I have made in Nepal for eg are made from Australian wool, are often (but not always) designed here are a quality product and can sell for half the price or less of a Tasmanian equivalent. This process also supports poor nepalese workers. Whats wrong with that? There are also many anomalies in this system, where people can say their products are Tasmanian designed for eg or fair trade and they are not.

I also don't agree with any site increases above the CPI - these site increases are unfair and will push some stallholders to the wall. Is the council not running the market at a profit, and if so why not?

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on expensive advertising or branding for eg

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams. It needs to be affordable for stall holders and sustainable for the community into the future.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts.

Susan Gai Anderson

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

What has changed at the HCC in relation to the HCC's attitude towards and respect of Salamanca Market Stallholders?

Why is the HCC asking for such a massive rent increase which has been described by one highly respected stallholder, that was a senior educationalist, as pure greed. This is the sentiment of ALL stallholders that I have spoken to.

What genuine risk assessment has been undertaken given the significant changes being proposed by the HCC given that there are a large number of claims that will see many stallholders opt out of the Market and claims it will make it difficult to attract new quality stallholders which is essential for the long term well being of the market?

I have been a stallholder for a little over 10 years having come from the education sector where I spent over 20 years in the roles of Assistant Principal and Principal of an independent school of 500 plus students. I understand the complexities of organisation and the need for clear communication and good relationships between different groups in any organisation. I also understand complexities of budgeting. The methodology for the proposed rental increase is poor by any standard.

I am also the immediate past president of the SMSA where I often went in to 'bat' for the HCC, especially against frivolous allegations and comments. However the current situation between the HCC is rapidly becoming very poor and I wonder whether the Council understands the depth of feeling and more importantly the extent of damage which may be done as a result of current proposals.

The proposal for the rent increase is extreme. I am yet to see any justification for such a large increase outside a single valuation. Valuations for any rent are difficult and usually based on precedent. The Salamanca Market is unique and it is unclear on what basis the large increase is based. Normally when there is any kind of disagreement on commercial rents there are 2 or 3 different valuations undertaken. The landlords for commercial rent in Hobart would love their rent increases to be based on current CPI as currently they are generally constrained to 3 to 4%. And the HCC is proposing large "extra" to be added on top! The methodology of the HCC appears to be hap hazard and opportunistic.

The HCC has developed a policy that new stallholders need to be owner/makers to be awarded a place in the market. I saw this first hand when I sat on a selection panel for an additional intake of casual stallholders where owner maker criteria was quite rigid. Yet to be an owner/maker in the market is a very difficult and demanding job with absolutely no guarantee of success. Artists are among the worst paid in our society with many dreaming of receiving Australia's minimum wage of \$21.38/hour. This is where a large number of our owner/maker stallholders sit financially. Anecdotally there are few owner makers that make a genuine wage from their market sales. Yet you as the HCC seek to slug them with a large, unneeded and arbitrary rent increase.

Over 10% of stalls are currently on the market. Stall prices are down with minimal interest for purchase. The move to substantially increase rents will only exacerbate this.

Where are we headed as a market? The HCC needs to decide what type of market they want long term. Those stalls reselling the made in Asia products which have huge markups are likely to be able to absorb the increases. Is this the type of stall the HCC want? To propose such a large rent increase really does fly in the face of wanting to continue with the unique and eclectic mix of stallholders, many of whom are there to make a small income doing what they love. My personal opinion is that many owner makers will choose to leave if they have to work for an additional half day per week or more so that the Salamanca Market becomes a money making machine for the HCC. In short does the HCC really want owner makers in the market? Current proposals indicate a resounding no.

The current approach of the HCC seems to be at odds with the approach taken during Covid where the HCC worked collaboratively with stallholders. Significant good will was built up during this period but with current proposals and methodology that goodwill is rapidly disappearing. That will be unfortunate for those HCC employees working directly with stallholders.

In addition to the rent increases I also share concerns raised by the SMSA regarding the draft agreement as follows.

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
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1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Graeme Young
Wood on Salamanca
Site 137



Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Graham Rugg and I have been a stallholder at Salamanca Market for 38 years with my business Haras Enterprises.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement. Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure. Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. It really would become necessary to take the full eight weeks allowed leave in the quieter winter markets to avoid losing money due to the costs of attending. The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure. Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a

licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council. The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Graham Rugg

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Guangle Yu and I have been a stallholder at Salamanca Market for one year with my businesses.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10% of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

- Would no longer be able to employ staff
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders
- Would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. Particularly add comment if you wouldn't usually take many absences but price increase would force it due to higher break even point.
- Include any example of increases in material/stock costs
- Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins
- Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the

life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

I sincerely hope that HCC can listen to the major voices of the stall holders and be supportive of the small businesses.

Best wishes,

(John) Guangle Yu

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Helen Mansbridge, and I have been a stallholder at Salamanca Market for 13 years with my business Pili Pala Pieces (stall number 294).

I am writing this submission to you as I am concerned for the future of the Salamanca Market as a result of the proposed site fee increases and changes proposed under the new draft license agreement.

The proposed rent increases are unreasonable - particularly when comparing rates to lease a shop front in the Hobart CBD or even in comparison to council rates for residential properties. The proposed hike in rates for stallholders is drastic and will add a burden to the already-struggling small businesses who trade at Salamanca.

I can attest that we are already buckling under the pressure of increases to costs of materials - especially making things here in Tasmania where materials are more costly and difficult to get a hold of.

Trade has been notably down in recent months with customers having less disposable income, and I fear as interest rates rise and the economic climate continues to be unstable, it will likely get worse.

The proposed site fee increase would impact my business specifically by meaning that my profit margins would be notably negatively impacted: consequently I am left with little wriggle room on increasing product prices as customers are already reluctant to spend. I will have to reduce staff hours and try and man the stall solely by myself (no mean feat attending the market each week in addition to making all of the products and running the business and trying to have). Further it will likely impact the value of the business and the stall as a commodity as stall values will decrease as a result of the fee increase.

I would value the council taking the time to consider alternate revenue streams to subsidies or replace the intended stall fee rate increase. Along with many other stallholders, I support the proposal that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence.

I would also like to request that the new licence should for a a 5-year licence rather 3 + 2 year.

Thank you for the opportunity to share my thoughts and the impacts the intended rate hikes would have on me, and other stallholders. Please contact me on [REDACTED] if you have any questions.

Thanks again,

Helen Mansbridge

Hi [REDACTED]

The costs of electricity has increased significantly in the proposal. This will have a huge impact on our business. Also, I noted that 3 phase supply is a lot lower then a single phase plug. Addional plugs gone up 2/3. This is too much for us on weekly basis. I am sure everyone will have the same problems.

Regards,

Hoang Le

Hello My name is Ian Picken and I have been a casual stallholder for 22 years.

When the market resumed after the Covid closure sales were appalling but I thought it important to support the market by continuing to attend.

There were weeks when sales did not pay the rent but I still thought it important to show support.

After many months of low sales I started coming every second week.

Eventually sales started to pick up.....then came interest rate rises and the onset of inflation and sales fell again but I still persisted in continuing to show my support by attending. My reward for showing support and loyalty is to be told that site fees will increase.

What this will mean is quite a few stallholders will leave the market.

It may be of interest to you that the presence of cruise ships and football fans do nothing to increase sales for a lot of stallholders.....I think in 22 years I have made 2 or 3 sales to people from cruise ships and have never made a sale to a football fan. Also, just because there is a huge crowd doesn't mean the patrons are buying anything.

Using the Rocks Mkt and Paddington Mkt in Sydney as a yardstick in comparison to Salamanca is ludicrous. Lots more things I could say but will leave it to more erudite people.

Thanks....bye Ian

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Izabella Williamson and I have been a stallholder at Salamanca Market for 10 years with my business Viking Cones of Salamanca site number 167.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

Has the number of council staff increased in operating the market?
Are there more outsourced services being provided to council to operate the market?
Is council funding a larger proportion of non-operational activities?

The council's role is to provide a solid and reliable infrastructure base, every week of the year, for the market to successfully operate within. The council and on-site crew does this very well and I must acknowledge this achievement. However, this does not receive headlines and their core mission is diverted to micro management of the market to follow the current trends (hairdresser and shoe shine stalls are two that I can recall).

The council cannot control the economy nor can I but we must adapt to the current and future environment and make appropriate changes to our expenses and to maximise income. I suggest reviewing and revising the market's expenses in light of the current cost of living crisis. Alternative revenue streams such as Salamanca merchandise could be sought instead of increasing rents.

I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

The time period should be removed and the agreement should be as before it was changed in 2013(?). The licence then became a 5-year licence now it is 3 + 2 year. The trend is obvious and so is the destruction of stallholder value all driven by

council. The lack of Salamanca market site buyers is all due to the actions taken by council over a number of years. Is this unintended consequences or by design?

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically

be given a copy of the "letter of instruction" (This has not been provided by council for

the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon

receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the

HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can

negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

57 b. Council to be required to provide evidence of actions taken.

72 a,b&c. All removed

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

[REDACTED]

Best wishes,
Izabella Williamson

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is ... JAMIE SEEGER and I have been a stallholder at Salamanca Market for 12... years with my business ... HOBART BEAD CO

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

- *Would no longer be able to employ staff*
- *Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders*
- *Would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. Particularly add comment if you wouldn't usually take many absences but price increase would force it due to higher break even point.*

- *Include any example of increases in material/stock costs*
- *Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins*
- *Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

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receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on *(insert phone number)*... if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
(Name)
JAMIE SEEGER

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Janny McKinnon and I have been a stallholder at Salamanca Market for six years with my business The Forest Adorned (although it has changed over this time).

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

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Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

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- Include any example of increases in material/stock costs
- Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins
- Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to “14 days” should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the “letter of instruction” (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Janny McKinnon

Submission on draft Salamanca Stallholder License from Jennifer Hoy, site 148.

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Jennifer Hoy and I have been a stallholder at Salamanca Market for 7 years with my business Manning jewellery, site 148.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction. It is under threat because of:

- proposed site fee increases
- changes proposed under the new draft license agreement.
- Lack of consultation with stallholders
- Lack of council vision for Salamanca market
- Lack of transparency and accountability in relation to expenditure of site fees.

In moving forward, I recommend council work with stallholders on redrafting the agreement and revising the proposed site fee increases.; provide a valuers report debrief for stallholders; and provide an annual financial statement to demonstrate site fees are spent appropriately and efficiently.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

I create handmade jewellery and the cost of making my uniquely Tasmanian products has increased with my raw material costs doubling.

Sales are down with customers having less disposable income to spend on products at the market. The cost of living is impacting everyone.

It seems that each year the council is spending more on staff, consultants and other costs related to the market despite stallholder numbers not increasing. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

Council should seek stallholder input on planned activities because we have market experience and can offer insights into what attracts visitors.

I believe that the market can continue to break even and prosper. I encourage council to reign in spending and look at additional revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Long term vision

There needs to be a long term vision developed for Salamanca market which outlines what council, stallholders and the community want from the market, including its objectives, stallholder makeup, governance and resourcing.

Valuation

I'm not on the SMSA committee so did not get the opportunity to review the valuers report. This lack of transparency and consultation is probably what has concerned me the most. Council has stated

that the valuation report was a key input to the proposed site fee increases. I recommend that the valuer provide a general briefing to stallholders on their findings and recommendations which could be presented in a way so specific commercial in confidence information was retained by council.

Draft license agreement

Table 1 below contains my edits and comments on the draft agreement. Highlighted text are recommended additions or changes to clauses.. Attachment A contains my track changes and comments on the draft license.

Thank you for reading my submission. Please contact me at [REDACTED] if you would like to discuss.

Regards

Jennifer Hoy

Manning Jewellery, site 148.

Table 1 J Hoy comments on draft license agreement

Clause, page no.	Comments or recommended edits
Schedule 1, p3	Agreement is oddly structured. Schedules are usually attachments to the main agreement.
Schedule 1, table	Insert 5 years, end date 2028
Table, top page 4	Insurance fee: Recommend Council provide stallholders with the option of providing their own product and public liability insurance if they are consistent with terms of Council's insurance policy (see edits to Clause 59). Many stallholders have insurance already as they run businesses from home or elsewhere. I spend around \$200/yr already. Other markets are happy for you to operate so long as you can provide your certificate of insurance policy.
Table, bottom page 4	Remove 'if further term'. Must be 5 year agreement to provide business and investment certainty
Schedule 4	Recommend insertion of a Hobart City Council Employees Code of Conduct to demonstrate that both Parties to the Agreement agree to abide by a set of working standards. NSW Government has a code of conduct for employees not just Councillors. I assume Hobart City Council also has a code of conduct for its workers as per s440 Local Government Act 1993. I could not find it on Council's website.

<p>Definitions</p>	<ul style="list-style-type: none"> ○ Inserted Code of Conduct hobart city employee ○ Deleted COVID because 'Disease related factors' definition already covers COVID ○ Deleted Further Term because a 5 year agreement is required ○ Inserted Licensee in IP definition: "Intellectual Property" means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity of Council and the Licensee ○ Edited 'Joint Licensee' definition so that it is consistent with the definition of a Licensee and item 5, Schedule 1. "Joint Licensee" means the party as described in Item 5 of Schedule 1 and their employees, contractors and agents as the context requires; ○ There is no need to specify that it's a Council approved licensee. The fact they are entering into this agreement demonstrates that. Perhaps item 5 could specify that the Joint Licensee has been approved by a separate Council process. ○ Edited Licence definition: "Licence" means the licence issued to the Licensee and Joint Licensee (if item 5, Schedule 1 applies), by the Council in accordance with The By-Law and this Agreement; ○ 'Product assessment criteria': Council needs to provide stallholders with confidence in their assessment process. Recommend that Council provides the SMSA with their planned approach for assessing products against the criteria. ○ Term – deleted reference to further term as want a 5 year agreement
<p>3 c) p12</p>	<p>Delete reference to 'stall site'. Particularly given Clauses 56 and 57e do not give us the right to seek compensation. Understand there are circumstances outside Council's control where we wouldn't be compensated. However, when Council makes decisions to change paths or location of signs, stall holders have a right for reasonable compensation if they demonstrate an</p>

	impact. The Honey business near me has been badly impacted by a previous council decision and council is now trying to solve that problem by squeezing him in next to me. This is not appropriate because he's stall is too big and it impacts not only on my site but the stallholder behind me. I understand council is working to resolve the matter but in the event something went seriously wrong, council should not be able to stop me or other stallholders from seeking compensation.
4a) p12	Delete 'non-exclusive right to Occupy'
6	The use of the word 'may' creates business and investment uncertainty. Delete 'may acting reasonably and in good faith' and replace with 'will'
12 p14	Is the joint stall holder arrangement what has been deleted in a)? What 'special arrangements'? surely joint stallholders would just operate consistently with the Agreement?
14a) p14	Extremely wordy. Attempted to revise as follows: Council assesses the product line against the Product Assessment Criteria and determines if it is suitable in accordance with clauses 33–3429 to 31;
18 p15	What happens if a Joint Licensee dies?
22 p17	Delete 'at the Council's discretion'. It gives us no certainty.
31 p18	This isn't necessary if the current product lines fall within the Product Assessment Criteria. If Council decides to change its requirements which impact on a seller who has a broad range of products that previously met the criteria, then they should be compensated for loss of products and sales.
32 a) p18	Insert after "...in accordance with clause 35; and subject to the Licensee receiving Council's quarterly financial statement for Salamanca market expenditure which details employee salaries; administration costs; machinery and equipment; activation and entertainment; marketing and activities contributing to Council or Government objectives.
32 b) p18	Agree to a reasonable marketing levy but propose new clauses 32b(i) and 32b(ii). This is to keep Council accountable and to ensure the levy is used appropriately for meeting market objectives. 32b) the Marketing Levy in advance in accordance with clauses 43 to 49; clause 35 and subject to: i) Council agrees to provide to the SMSA by 30 January each calendar year its proposed marketing activities, how each contributes to the success of the market, cost and % of stallholder marketing levy used. The SMSA will seek stallholder input on the proposed activities and provide a response to Council within 14 days. Council must consider SMSA input prior to finalising its proposed marketing activities for each calendar year. ii) By 1 December each calendar year, Council must provide the SMSA with a report on marketing expenditure which itemizes all marketing activities for Salamanca market; cost per activity and % of marketing levy used.
32d) p18	Recommend that Council accepts insurance certificates provided by stallholders instead of additional insurance levy. Additional text highlighted below:

	<p>public liability and product liability insurance premiums charged and payable by the Council as specified in Item 6 of Schedule One; or in the event the Licensee has current public liability and product liability insurance; the Licensee may seek Council's approval of their Insurance certificate. If it meets the Council's insurance coverage, the Licensee's insurance levy will be waived for that calendar year.</p>
33 p19	<p>Reinstate old clause 37 which has been deleted because a 10% cap is reasonable:</p> <p>2) Subject to clause 39 and any increase in the Site Fee due to a reclassification 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).</p>
33	<p>Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic</p> <p>33 (a) should be amended to reflect that:</p> <ol style="list-style-type: none"> 1) SMSA and its members are reliant parties to the valuation, 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure. 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.
55 p22	<p>Delete 'at their absolute discretion'.</p>

<p>56 p22-23</p>	<p>For activities eg COVID, severe weather which are outside Council’s direct control I am fine with not being able to be compensated. However, for activities that Council initiates and has control over e.g. civil works, pathways etc, they should be accountable for impacts on stallholder’s businesses and licensees should be able to seek compensation.</p> <p>Redraft Clause 56</p> <p>The Licensee hereby acknowledges the right of the Council or the General Manager or their delegate <u>Chief Executive Officer</u> to take the action under clause 6255 and hereby agrees that in the event that the Council or the General Manager or their delegate <u>Chief Executive Officer</u> does so for events outside Council control, then the Licensee will not seek or have any right to claim any compensation <u>Compensation</u> of any nature whatsoever from the Council.</p> <p>Council agrees that for activities within Council control (civil works (including repairs, alterations, renovations), the Licensee has the right to seek compensation from Council.</p>
<p>57a p23</p>	<p>Issues with clause 57 a. do not agree with Council having the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment.</p> <p>Delete 'any reason in councils sole discretion'</p> <p>Suggested revision:</p> <p>The Council reserves the power <u>right</u> to move the Licensee permanently or temporarily from their Stall Site to another Site for the purpose of <u>for a Notifiable Disease, Disease Related Factors, epidemic, pandemic, disease or public health alert</u>, safety (including of the General Public, Stallholders, employees, contractors and agents), security of the Market, extreme weather (including high winds), civil works initiated outside of councils control (including repairs, alterations, renovations),</p>

	public health, significant public discomfort, emergency management or , operational necessity <u>or as otherwise required by law.</u>
57 new e) p23	Insert: In the event that the Licensee is not satisfied with the relocation because of reasons including but not limited to loss of income, loss of patronage, Council will provide the Licensee with a suitable replacement site.
57 new f) p23	Delete existing 57e) and insert: The Licensee has the right to seek compensation from Council if the relocation causes a demonstrated loss of earnings, goodwill and patronage and is due to factors within the direct responsibility of Council (pathways, building works etc within the Salamanca site).
59	<p>Recommend providing stallholders with the option of using their current insurance policy to cover their Salamanca operations. I already pay for public and product liability insurance up to \$20 million because of my business. I consider Council’s requirement duplicative, and it increases my businesses operating costs unnecessarily.</p> <p>Insert new Clause 61: Clause 59 does not apply where the Licensee chooses to obtain and maintain its own public liability and products liability insurance policies in relation to the subject matter of this Agreement.</p> <p>The Licensee’s insurance policies must be consistent with the level of coverage provided by the Council under clause 59; and</p> <p>Licensees agree to submit current insurance certificates to Council following renewal.</p> <p>The Licensee understands that if it chooses its own insurance policy then Council will not be responsible for claims made under the Licensees insurance policy.</p>
67e) p24	Too vague. Revise or delete
74 p26	<p>I’m concerned the agreement does not prevent Council from using the Licensee’s IP without prior permission, yet clause 74 requests this from the Licensee for Council’s IP. I recommend inserting the following new clause after 74: 77.</p> <p>Council must not without the prior written consent of the Licensee in the Licensee’s sole and absolute discretion, market the Licensee’s products or services or otherwise use any of the Licensee’s intellectual property (whether specific to the market or not) including the business names associated with Schedule 1, item 1 and item 5 (where there is a joint Licensee).</p>
Execution page P30	Delete declaration by Licensee as it is unnecessary. We are already signing an Agreement with the terms listed in the Declaration.

| Attachment A JHOY comments



SALAMANCA MARKET

STALLHOLDER LICENCE

AGREEMENT

DRAFT



City of HOBART

Issued date:		Licensee:	«Licensee»
Effective date:	when executed	ABN:	
Total pages:	31 including this one	Address:	
Summer site:		Guarantor:	
Winter site:		Address:	
Debtor number:	«DebtorNo»		

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

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Salamanca Market
Stallholder Licence Agreement

«First_Name» «Surname»

Schedule Four One: Details, Site Category & Site Fee

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

...for 32 weeks from the first Market Day in October ("Summer"):

20 weeks ending the last Market Day in September ("Winter"):

The Site Fee as of 1 July 2022 is made up of the following:

Hoy, Jennifer
2023-04-10 01:32:00
Page 3. Agreement is oddly structured. Stalls are usually attachments to the main agreement.

<u>Item 1</u>	<u>Licensee</u>	<u>Name:</u> <u>ABN:</u> <u>Address:</u> <u>Email:</u> <u>Phone:</u> <u>Emergency Contact:</u>
<u>Item 2</u>	<u>Guarantor</u> <u>(if applicable)</u>	<u>Name:</u> <u>ABN:</u> <u>Address:</u> <u>Email:</u> <u>Phone:</u>
<u>Item 1</u>	<u>Summer 2022/23-Base Stall Site Fee (ex-GST)</u>	<u>Winter 2022/23-Base Site Number:</u> <u>Site Category: Fee (ex-GST)</u>
<u>Item 2</u>	<u>\$Term</u>	<u>5 years, commencing on 1 July 2023</u>
<u>Item 5</u>	<u>Joint Licensees</u>	<u>Applicable / Not Applicable (strike out one)</u>

Hoy, Jennifer
2023-04-10 02:10:00
5 year term

Item 6: Site Fee

...for 32 weeks from the first Market Day in October ("Summer"): Site «F1»

20 weeks ending the last Market Day in September ("Winter"): Site «F1»

Salamanca Market
Stallholder Licence Agreement

«First_Name» «Surname»

In the first year of this Licence, 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 and product Liability Insurance (Ex GST)	Marketing Levy (Ex GST)	Power If required (Ex GST)	Tables If required (Ex GST)	Current Payment Frequency				
	\$	\$	\$	\$	\$«Power_r_weekly_ex_GST»	\$«Summer_trestles_weekly_rental_ex_GST»	«Payment_Frequency»				
Site Category:											

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

Site Fee (subject to annual increases in accordance with clause 33)	Summer Base Site Fee	Winter Base Site Fee
Site Fee Year 2	\$	\$
Site Fee Year 3	\$	\$
Site Fee Year 4	\$	\$
Site Fee Year 5	\$	\$

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.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence 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.~~

Item 7: Special Arrangements

Nil

[eg: if Joint Licensees, include provisions about agreed rotations, roster, portion of site being licensed etc]

Schedule ~~One~~Two: Approved Product Line**Schedule ~~Two~~Three: Optimal Product Line Mix Assessment Criteria**

"~~Optimal~~ Product ~~Line Mix~~Assessment Criteria" 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).
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).

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

Schedule ~~Three~~Four: Code of Stallholder Conduct

Hoy, Jennifer
2023-04-10 02:15:00

~~The Code of Stallholder Conduct has been developed to inspire community, Market, to help maintain and raise the standards of the Market relative, encourage the pursuit of excellence, and generally to promote Salamanca. Adherence to this code is required of all Stallholders, both Licenced and C~~

Recommend insertion of a Hobart City Council employees Code of Conduct to demonstrate that both Parties to the Agreement agree to abide by a set of working standards. An example from the NSW council worker code of conduct is provided below.

~~1.1 Salamanca Market Stallholders uphold:~~

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

~~1.2 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.~~

~~1.3 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.~~

~~1.4 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.~~

~~1.5 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.~~

~~1.6 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.~~

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

- ~~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.~~

The Code of Conduct has been developed to ensure that the Licensee comply with a set of standards to ensure safety, 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 promote Salamanca Market's positive reputation.

All Salamanca Market stallholders, staff, contractors, their employees and volunteers must comply with this Code of Conduct, the Work Health and Safety Act 2012 and the Anti-Discrimination Act 1998, in addition to all relevant Acts, legislation, regulations and codes of practice relevant to their business.

Salamanca Market Stallholders are required to uphold: Integrity, Professionalism, Community Citizenship, Safety, Respect and Courtesy. Stallholders must act to provide a positive experience to market visitors, employees, contractors and agents and act to positively shape the Market's future and its value within the community.

1.1 Stallholders must act with integrity, and:

- Act responsibly and ethically through fairness, consideration and honesty in all dealings with others.
- Conduct their business in line with fair competition.
- Act honestly in serving business interests.

1.2 Stallholders must act with Professionalism, and:

- Provide quality service.
- Accept responsibility for their actions.
- Cooperate with other stallholders, and Hobart City Council.
- Refrain from actions that damage or bring the Salamanca Market brand, image or reputation into disrepute.
- Refrain from knowingly injuring or maligning the good name or business reputation of another Market stallholder.

1.3 Stallholders must act with Community Citizenship, and:

- Have awareness that stallholder behaviour and actions shape the Market's future and its value within the community.

1.4 Stallholders must act with Safety, and:

- Provide a safe environment for Market visitors, employees, contractors and agents.
- Work safely and take reasonable care of others, resources and property.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

1.5 Stallholders must act with Respect and Courtesy, and:

- Act in a polite and respectful manner
- Adopt a welcoming and approachable attitude
- Refrain from rude, violent, aggressive, threatening, uncooperative or belligerent behaviour
- Refrain from any form of harassment, bullying, discrimination, taunting or intimidation.
- Refrain from any form of sexual innuendo or unwanted physical contact of others.
- Refrain from any form of discrimination.
- Act to protect and respect the privacy of customers and other stallholders.
- Respect the right of other stallholders to conduct business at the Market.
- Reject profanity or vulgarity towards any other person, either by actions or in any language.

Code of Conduct Hobart City Council Employees

Hoy, Jennifer
2023-03-30 01:27:00

Insert relevant Code of Conduct for Hobart City Council employees. I have provided the Code of Conduct as it applies to NSW Council workers. I assume Hobart City Council also has a code of conduct for its workers as per s44(1) Local Government Act

The following example is from the NSW Department of Local Government. Application of the Government Act 1993 [Model Code of Conduct at a Glance – Staff – 2020 \(nsw.gov.au\)](#) Hobart City Council members must:

- act lawfully and honestly and exercise care and diligence in undertaking your duties
- give their attention to council business when on duty
- undertake their work ethically, efficiently, economically and effectively
- carry out reasonable and lawful directions
- consider matters consistently, promptly and fairly and in accordance with established procedures
- ensure land use planning, development assessment and other regulatory decisions are properly made and that all parties are dealt with fairly
- comply with their duties under the Work Health and Safety Act 2011 and take care of their own and others' health and safety, and
- ensure that any political activities they take part in do not conflict with their responsibilities as a council staff member.

Council workers must not conduct themselves in a way that:

- would bring the council into disrepute
- is contrary to law and council policies
- is improper, unethical or an abuse of power
- involves misuse of their position for personal benefit
- constitutes harassment or bullying or is unlawfully discriminatory, or
- is intimidating or verbally abusive.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

Parties

- A. The party listed at Item 1 of Schedule One ("Licensee").
- B. The Hobart City Council, ABN 39 055 343 428, of Town Hall, Macquarie Street, Hobart in Tasmania ("Council").

Definitions

1. Unless the contrary intention appears:

"Absence" and "Absent" 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 or a licensee's requested changes to the product line supplied from time to time;

Hoy, Jennifer
2023-04-10 02:28:00

If this has been removed, where is the form?
in advance of the particular
conditions of this Agreement
need to perform by offering

"Approved Absence" means an Absence approved by the Council on a Market Day or Market Days in accordance with the terms and conditions including clause 51;40;

"Approved Activity" means the specified activity the Licensee is licensed to perform by offering for sale the Approved Product Line from the Licensee Stall Site;

"Approved Product Line" means the products, activities or services specified in Schedule OneTwo;

"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;

"Chief Executive Officer" means the CEO or General Manager of the Council appointed pursuant to section 61 of the Local Government Act 1993 (Tas) or their delegate;

"Code of Conduct for Hobart City Council Employee" means the code set out in Schedule Four as amended from time to time;

Hoy, Jennifer
2023-04-10 02:29:00

Inserted Code of conduct hobart city employee
other fees payable pursuant to
Council to recover the costs of
Licensee's applicable facilities at

"Code of Stallholder Conduct" means the code set out in Schedule OneTwo from time to time;

"Compensation" includes but is not limited to any compensation payable to the Licensee including in relation to any reduction in Site Fee or any other fees payable pursuant to this Agreement, any claim for damages or loss of income;

"Compliance Checking Fee" means the fee charged to the Licensee for undertaking gas, electrical, fire and/or structural audits of the Licensee's applicable facilities at the Stall Site at the relevant time;

"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 note issued by the Council to be used to offset an invoice issued by the Council to the Licensee in accordance with this Agreement;

Hoy, Jennifer
2023-04-10 02:31:00

Disease related factors definition already covers COVID
cases of Covid-19, whether
emergency Management Act
actions made, occur within
Tasmania; or
financial effects of the

"Disease Related Factors" means factors arising from or related to:

- (a) Covid-19 or a Notifiable Disease;
- (b) actions taken or attempts made to reduce the risk of the Licensee or others from Covid-19, whether or not taken under the Public Health Act 1997 (Tas) or the Emergency Management Act 2006 (Tas) and whether or not the actions taken, or attempts made, occur within Tasmania or outside Tasmania or relate to matters within Tasmania; or
- (c) actions taken, or attempts made, to reduce the social and financial effects of the Covid-19, whether or not the actions taken, or attempts made, occur within Tasmania or outside Tasmania or relate to matters within Tasmania;

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

"Dispute Resolution Procedure" means the dispute resolution procedure for solving disputes between the Council and the Licensee specified in clauses ~~54 – 61~~47 to 54 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;~~clause 40;

~~"Food Business" means a food vendor selling and/or handling food and/or beverages;~~

~~"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 in Item 2 of Schedule One;~~

"Intellectual Property" means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity of Council and the Licensee;

"Joint Licensee" means the party as described in Item 5 of Schedule 1 and their employees, contractors and agents as the context requires

"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~~subject matter of this Agreement;

"Licence" means the licence issued to the Licensee ~~and Joint Licensee if item 5, Schedule 1 applies,~~ by the Council in accordance with ~~The By-Law and~~ this Agreement;

~~"Licensee" means the party described on the cover page in Item 1 of this Agreement as the Licensee Schedule One~~ and their employees, contractors and agents as the context requires;

"Manager Salamanca Market" means any person who is authorised by the ~~General Manager~~Chief Executive Officer 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;

"Marketing Levy" means the weekly levy payable by the Licensee to the Council specified in Schedule ~~Four~~One for marketing services provided in relation to the Market by the Council during the Term as varied from time to time in accordance with clause ~~37(e);~~33;

"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~~Tas);

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

"Market Supervisor" means any person who is authorised by the ~~General Manager~~Chief Executive Officer to act in that capacity;

"Notifiable Disease" has the same meaning as in the Public Health Act 1997 (Tas);

"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 ~~9488~~ or as specified by the Council for an additional Market under clause ~~94(88)(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;~~

~~"PSR" means Personal Property Securities Register;~~

~~"Primary Stallholder" means the primary contact person for a 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 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;

~~"Product Assessment Criteria" 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;~~

"Sale of Site Business Notification Form" means the Council's form for a Licensee's proposed sale of their Site Business including the proposed 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 conducted at the Market;

"Site Category" means the category of the Stall Site specified in the Schedule One 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 under the terms and conditions of this Agreement and specified in Item 5 of Schedule ~~Four~~One as varied from time to time in accordance with clause 3;

"Salamanca Market Stallholders' Association Inc" means which has been established by the Council from time to time as the main body representing Stallholders;

~~"Special Arrangements" mean the additional clauses (if any) set out in Schedule One which form part of this Agreement;~~

"Stall Site" or "Site" means the trading area within the Market Area ~~licensed~~licensed by the Council to the Licensee under the terms and conditions of this Agreement and specified in Item 3 of Schedule One;

"Stallholder" means any ~~person~~party who is authorised by the Council to Occupy part of the Market Area on Market Day;

"Term" ~~has~~means the ~~meaning~~term specified in ~~clause~~Item 4 of Schedule One any extension or renewal of this Agreement; and

"The By-Law" means the Salamanca Market By-Law No 1 of ~~2010~~2022 (Hobart City Council) and any subsequent By-Law which governs the operation of the Market.

Hoy, Jennifer
2023-04-10 02:33:00

Deleted because stallholders want a 5 year term

ent (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 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;

Hoy, Jennifer
2023-04-10 02:35:00

Hoy, Jennifer
2023-04-10 02:44:00

Redrafted to be consistent with the definition of a Licensee and item 5, Schedule 1. There is no need to specify that it's a Council

Hoy, Jennifer
2023-04-10 02:46:00

I have a joint license and want the licence to be both the licensee in item 1 and the joint licensee in item 5 of Schedule 1.

ent in Schedule One which form part of this Agreement;

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

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 **and for the avoidance of doubt does not include a party's personal representatives or heirs;**
- (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;
- (j) no rule of construction applies to the disadvantage of a party ~~who~~ was responsible for the preparation of this Agreement or a ~~part~~ **Hoy, Jennifer**
2023-04-10 02:52:00
- (k) a reference to any legislation or legislative provision includes regulation or statutory instrument, made under it and any replacement for any of them; **Council needs to provide stallholders with ~~the~~ in their assessment process. Recommend that Council provides the SMSA with their planned approach for assessing products against the criteria.**
- (l) a reference to a recital, clause, schedule or annexure is to a ~~part~~ 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) the Council reserves the right to change the Market boundaries if prompted by legal requirements and/or workplace health and safety requirements; and
- (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) ~~In consideration of the Site Fee, the Council agrees to license the Council an~~ **exclusive right to Occupy the Stall Site in accordance with this Agreement.**

Hoy, Jennifer
2023-04-10 02:54:00

Deleted reference to further term as want 5
ys

Page 12 of 33

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

- (b) This Agreement ~~including the Licence operates from the date of execution to 30 June 2023 during the Term and includes any extension or renewal of the Agreement,~~ unless the Agreement is terminated prior to that date including if the Licence is cancelled- ~~("Term").~~
- (c) 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

- 4.6. ~~If the~~The Council in its sole discretion elects to offer a new licence agreement to the Stallholder to commence up on the expiration of the Term, the Council ~~7, 8 marketing reasonably and 9 in good faith, will~~ will at least 14 days prior to the expiration of the Further Term give notice in writing to 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 a term of five years on terms and conditions to be agreed by between the parties.
- 5.7. If the ~~Licensee does~~parties do not request agree to a new licence within the time period stipulated in clause 5.6 the Licence will expire at the end of the Further Term.

Hoy, Jennifer
2023-04-10 02:54:00

- 6.8. (a) The Council ~~will~~may elect not to 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 Fee, Marketing Levy, Compliance Checking Fee and any other fees or monies payable under this Agreement when due;
 - (ii) compliance with the terms and conditions 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
 - (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 or not to offer and/or issue a new licence to the Licensee.

7.9. The Council will notify the Licensee of its concerns in writing if it is not satisfied with the Licensee's conduct under clause 7.8 and the Licensee will have fourteen (14) days to respond to the Council's concerns.



Hoy, Jennifer
2023-04-10 03:03:00

Absolutely NOT. Particularly given Clauses 5b and 57e do not give us the right to seek compensation. Understand there are circumstances outside Council's control

Hoy, Jennifer
2023-04-10 03:03:00

Licencee definition needs to include Joint Licence

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

~~9.10.~~ If the Licensee fails to address the Council's concerns to the Council's satisfaction within a period of fourteen (14) days from the date of the notice, the Council will not issue a new licence to the Licensee.

Sub-letting and Assignment

~~9.~~ Sub-letting and sharing of the Stall Site is prohibited.

~~11. (a)~~ Subject to clause 14, the Licensee must not assign, transfer, sublet, grant any licence or right to any person under this Agreement without the prior written consent of the Council.

~~(b)~~ For the purposes of clause 11(a), a change in 50% or more of the shareholding of the Licensee is deemed to be an assignment of this Agreement and will require the written consent of the Council.

Joint Licensees

~~10.12.~~ If Item 5 of Schedule One states 'Applicable' then this clause 12 applies. The Licensee acknowledges joint stall holding arrangements are permitted by the Council but are subject to: the Council approving the proposed joint stall holding arrangement and in accordance with any conditions set out in the Special Arrangements.

~~(a)~~ a written legal agreement between the 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 Licensee are jointly and severally liable, being entered into between the Council and the Joint Licensees.

~~11.~~ 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 Licensees and this Agreement will terminate and the Licence will be cancelled when the new licence agreement with Council is entered into.

~~12.13.~~ For the avoidance of doubt:

(a) 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

~~13.14.~~ The Council agrees to transfer. Subject to clauses 15 and 16, the Council will agree to consent to assign 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) Council assesses the product line against the Product Assessment Criteria and determines it is suitable in accordance with clauses ~~33-34~~ 29 to 31;

~~(b)~~ if the purchaser proposes to maintain the Approved Product Line for sale at the Stall Site, that the Council is reasonably satisfied that there will be no change in the product line to be offered for sale by the purchaser;

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

~~(b)~~(c) 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;

~~(e)~~(d) 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-; and

(e) that the Licensee is not in default of the terms of this Agreement.

~~14.15.~~(a) The Licensee acknowledges and agrees that, subject to ~~paragraph (clause 15(b), a licensee and its Relatives or Related Entities~~ may only hold one (1) licence for a site or a stall site within the Market or the Market Area at a time.

(b) The Council may, at the Council's sole discretion, approve a Licence to an existing licence holder or a Related Entity or R holder.

(c) In this clause 15 "Related Entity" and "Relative" has the same as the terms defined in Section 5 of the *Bankruptcy Act 1966*

Hoy, Jennifer
Hoy, Jennifer
2023-04-10 03:08:00

Why would joint stallholders have special
Surely its just they need to operate
consistently with this agreement?
Product Line if any changes

~~15.16.~~If the Council approves the transfer of the Licence or the issue of a new licence agreement for execution by the purchaser substantial conditions as this Agreement subject to changes to the Approved have been approved by the Council in accordance with clause 14. The Licensee agrees that the new licence or deed of assignment of licence must provide that:

(a) clause 28 of this Agreement is deleted so that it does not apply following the assignment of this Agreement or to any new licence granted pursuant to this clause; and

(b) clause 14 of this Agreement will be varied to ensure that any subsequent transfer of the licence agreement that is assigned or granted to a purchaser will provide that the Council shall have the discretion in relation to whether or not a condition of any subsequent transfer of licence requires that the Approved Product Line must be varied.

~~16.17.~~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

~~17.18.~~Subject to clause 15, in the event of the death of ~~the sole individual~~ Licensee the Council will enter into a new licence agreement for a term not exceeding two (2) years (after which the new licence will expire and terminate) with the executor or administrator of the ~~Licensee~~ Licensee's 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 ~~33-29~~.

Suspension or Termination of Licence

~~18.19.~~Subject to ~~clauses 20, 21 and 22,~~ clause 20, the Licensee will be in ~~including the Licence which~~ may be suspended, cancelled or terminated time, regardless of whether the Licensee has commenced the Disposal the Licensee:

Hoy, Jennifer
2023-04-10 03:19:00

Attempted to revise this very wordy paragraph.

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Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

- (d) fails to comply with any of the terms and conditions of this Agreement ~~including the Licence;~~
- (e) fails to comply with the lawful directions of the Council;
- (f) fails to comply with Legislative Requirements including relevant Australian and New Zealand standards for temporary electrical installations requirements and temporary gas installation requirements;
- (g) 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;
- (h) fails to maintain the Approved Product Line(s) as determined and approved by the Council including selling items not listed on the Approved Product Line and/or failing to sell items listed on the Approved Product Line;
- (i) fails to pay the Site Fee, Marketing Levy, any fees payable pursuant to clause 35 or any other fees 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;~~
- (j) 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;
- (k) undertakes activities or offers for sale products or services in breach of any ~~Tasmanian or Commonwealth law~~ Legislative Requirements;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) (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
- (p) proposes to enter into or enters into any composition, arrangement or moratorium with its creditors or any class of its creditors whether formal or



~~19,20.~~ In the event that the Council claims the Licensee has breached clause 19, a notice in writing to be served on the Licensee specifying the nature of the breach warning the Licensee if they do not remedy the breach within five (5) days of the notice (~~"Rectification Period"~~) the Council may exercise its right to cancel the Agreement including cancellation of the Licence.

Hoy, Jennifer
2023-04-10 03:21:00

Hoy, Jennifer
2023-04-10 03:22:00

Why two years? It could take longer to sell the site.

- ~~1) 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 the Licensee has 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 issuing a further notice in writing being served on the Licensee ("Further Rectification Period").~~
- ~~2) 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~~

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Stallholder Licence Agreement

~~and/or relocate the Licensee to another site at the Market whilst the breach claimed by the Council is being resolved.~~

- 3) ~~21.~~ 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~~ if the Council pursuant to clause 55 of this Agreement 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.
- 4) ~~22.~~ If the Council recommences operating the Market within one year of the date of termination of this Agreement under clause ~~22~~21 it must at or before that time offer to the Licensee a new agreement including a licence to operate a stall at the Market on similar terms ~~to the cancelled~~.
- 5) ~~23.~~ 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.
- 6) ~~24.~~ 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, Marketing Levy and Compliance Checking Fee.
- 7) ~~25.~~ The Council agrees to not unreasonably or capriciously ~~cancel~~terminate the Licence or cease to operate the Market.

~~Return of Licence to Council~~

- ~~8) 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

- 9) ~~26.~~ The Licensee acknowledges and agrees the Council:
- a) approval of all product lines is required to ensure maintenance of ~~an Optimal~~the Product Line Mix Assessment Criteria for the Market;
 - b) retains the right to amend the Optimal Product Line Mix Assessment Criteria from time to time in consultation with the Salamanca Market Stallholders' Association Inc.
- ~~10) Council will provide the Licensee with written documentation on Approved Product Lines when updates or changes occur.~~
- 11) ~~27.~~ The Licensee agrees to not:
- a) sell or offer for sale any material that may reasonably be considered by the ~~General Manager~~Council or the Chief Executive Officer to be obscene or offensive;
 - b) advertise or promote any product or service from the Stall Site other than advertising or promotion of the Licensee's own Site Business;
 - ~~(b)(c)~~ display Electoral signage; and
 - ~~(c)(d)~~ use or Occupy the Stall Site for any purpose other than for the sale of the Approved Product Line.
- 12) ~~28.~~ Nothing in this Agreement affects the Approved Activities or Approved Product Line if approved prior to 1 July 2012.

Change of Approved Product Line

- 13) ~~29.~~ 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 ~~an application for change of product line form approved by the Council from time to time~~ and submit it to the Council in writing who will review the Licensee's request and provide a written response within fourteen (14) days.

Salamanca Market

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- 14) ~~30.~~The Council will only approve a proposed product line that meets the Council's ~~Optimal~~ Product Line ~~Mix~~ Assessment Criteria 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.
- 15) ~~31.~~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 for the sole purpose of replacing~~ broad descriptions of products with more specific descriptors by providing 30 days' written notice to the Licensee.

Site ~~Fee~~Fees and Adjustment

16) ~~32.~~The Licensee agrees to pay:

- a) the Site Fee to the Council in advance in accordance with ~~clauses 43 to 49~~ receiving Council's quarterly financial statement for Salamanca market expenses; administration costs; machinery and equipment; activation and entertainment, marketing and activities contributing to Council or Government objectives;
- b) the Marketing Levy in advance in accordance with ~~clauses 43 to 49; clause 5~~ and subject to:
 - i) Council agrees to provide the SMSA by 30 January each calendar its proposed marketing activities, how each contributes to the success of the market, cost and % of stallholder marketing levy used; and
 - ii) By 1 December each calendar year, Council must provide the SMSA with a report on marketing expenditure which itemizes all marketing activities for Salamanca market; cost per activity and % of marketing levy used.
- c) the Compliance Checking Fee within thirty (30) days from the date of the Council's invoice;
- d) public liability and product liability insurance premiums charged and payable by the Council as specified in Item 6 of Schedule One; or in the event the Licensee has current public liability and product liability insurance; the Licensee may seek Council's approval of their Insurance certificate. If it meets the Councils insurance coverage, the Licensee's insurance levy will be waived for that calendar year.
- e) electrical supply fees (power) as specified in Item 6 of Schedule One;
- f) trade waste fees determined by the Council from time to time, if applicable to the Stall Site and as specified in Item 6 of Schedule One;
- g) any other fees or charges reasonably incurred by Council from time to time in relation to the Market which are applicable to the Stall Site.

☰ Hoy, Jennifer
2023-04-10 03:27:00

Anytime I see 'at the Council's discretion', I
it. It gives us no certainty
employee
entertainment, marketing and activities

and subject to

17) ~~33.~~The Site Fee ~~only~~ will be fixed by the Council effective from 1 July each year as follows:

- (d) ~~in 2017 and every five years from 1 July after 2017; 2022, 2027 etc.:~~
 - (a) 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
 - (b) 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.
 - (c) If the parties agree to enter into a new licence agreement in accordance with clause 6, then the Site Fee payable under any new licence agreement will be determined by the Council as follows:
 - (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

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Stallholder Licence Agreement

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; estimated Site Fee payable for the new licence a~~

- (iii) the Council will notify the Salamanca Market Stallholder Council's Estimated Fee and that the Salamanca Market Inc may appoint a registered valuer;

Hoy, Jennifer
2023-04-10 03:34:00

This isn't necessary if the product lines fall within the new Product Assessment Criteria. If Council decides to change its requirements

Hoy, Jennifer
2023-04-25 09:49:00

Recommend new text to require council to provide a quarterly financial statement to stallholders

Hoy, Jennifer
2023-04-10 03:37:00

Agree to a marketing levy but propose new 32b(i) and 32b(ii) that Council must notify SMSA of marketing levy activities, cost, % of stallholder levy used



Hoy, Jennifer
2023-04-10 03:43:00

Recommend that Council accepts insurance provided by stallholders instead of additional insurance levy.

Hoy, Jennifer
2023-04-10 03:41:00

No

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- (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 highest relevant~~ 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 lowest relevant~~ Estimated Fee;
- (vii) if Council and the Salamanca Market Stallholders' Association Inc cannot reach an agreement on a new Site Fee within ~~fourteen (14)~~ twenty one (21) days of the ~~start~~ receipt by the Council of discussion ~~the Salamanca Market Stallholders' Association Inc's Estimated Fee~~ 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 under a new licence agreement; and
- (ix) no interest is payable by either the Licensee or the Council on 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.

~~(a) — 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 –~~

~~(b) — 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.~~

~~18. Subject to clause 39 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).~~

~~19) 34. 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 insurance, supply of power to the Stall Site, gas, electrical, fire and/or structural compliance checking services 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.~~

Site Fee Credit Note or Reductions

~~20. 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.~~

~~40.1. The Licensee acknowledges and agrees no Credit Note or reduction in any fees including the Site Fee 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.~~

~~41.1. The Council will in its absolute discretion decide whether to provide a Credit Note or reduce any fees including the Site Fee in circumstances where the Council lawfully directs the Licensee~~

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«First_Name» «Surname»

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~~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

~~42.35.~~

~~The Licensee must pay the Site Fee and other Council fees payable pursuant to clause 32, apart from the Compliance Checking Fee, to the Council within thirty (30) days from the date of invoice, using the applicable following time period elected with such fees to be invoiced by the Licensee in accordance with clause 44:~~

- ~~(e) Twelve (12) months;~~
- ~~(f) Six (6) months;~~
- ~~(g) Quarterly; or~~
- ~~(h) Monthly.~~

~~The Licensee must elect Council on a payment frequency under clause 43, for the advance payment of the Site Fee and any other Council fees apart from the Compliance Checking Fee, when requested by the Council (which will be requested at least once per year) and may not otherwise change that payment frequency, quarterly basis, or in accordance with the payment frequency previously elected by the Licensee pursuant to the terms of the Licensee's prior licence agreement with the Council in relation to the Stall Site.~~

~~44.36.~~ 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).

~~44. The Licensee must pay the Site Fee, Marketing Levy, Compliance Checking Fee and other fees using any of the payment methods specified on the invoice which will include at least:~~

- ~~(i) payment in person by cash, cheque, credit card, EFTPOS or money order;~~
- ~~(j) payment by mail by cheque or money order;~~
- ~~(k) payment by phone by credit card;~~
- ~~(l) payment by Direct Bank Deposit to the Council's bank account;~~
- ~~(m) payment by other online method utilised by the Council.~~



~~45.37.~~ The Council may charge a fee for or impose conditions on particular payments, including a percentage fee for credit card payments, consistent with

Hoy, Jennifer
2023-04-10 03:39:00

Reinstate clause 37. 10% cap is paramount in general Council practice.

with clauses 43 or 46 this the same rate as is payable Section 128(2) of the Local

~~46.38.~~ If the Licensee fails to pay an invoice on time strictly in accordance with the Agreement, 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).

~~47.39.~~ 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 and Credit Notes

~~48.40.~~ The Subject to clause 41, the Licensee is permitted to take leave from its business at the Stall Site for up to eight Market Days in any Calendar Year (or five Market Days if the Licence is a Summer licence only) and for additional Market Days if Exceptional Leave is granted by the Council for special considerations including serious illness and bereavement.

~~49.41.~~ At least ten (10) 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.

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~~50.42.~~ During an Approved Absence ~~or any other absence of the Licensee for any other reason~~, the Council may ~~re-allocate~~ licence the Stall Site to another person ~~or utilise the Stall Site for any purpose whatsoever, including but not limited to keeping it vacant, allowing casual licensees or any other licensees to use or trade at the Stall Site, utilise it for setting up tables and the chairs, pop up traders, buskers or any other purposes in the Council's sole discretion.~~ The Council will issue a Credit Note to the Licensee for the Site Fees for ~~those~~ an Approved Absence ~~days~~.

~~51.43.~~ For the purposes of clauses ~~7(8(a)(b))(ii) and 19(a),19,~~ 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 (6) Market Days in any Calendar Year; or
- (b) for six (6) or more Market Days in any Calendar Year 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.~~

~~44.~~ The Licensee acknowledges and agrees no Credit Note or reduction in any fees including the Site Fee 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.

~~45.~~ The Council will in its absolute discretion decide whether to provide a Credit Note or reduce any fees including the Site Fee 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).

Product Trials

~~46.~~ The Council may in its sole and absolute discretion permit the Licensee (upon request) to sell trial products outside of the scope of the Approved Product Line for such time frame and such quantities as determined by the Council. The Licensee shall not be permitted to sell trial products without the Council's written consent.

Dispute Resolution Procedure

~~52.47.~~ 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 dispute resolution procedure in clauses ~~5448 to 6154~~ apply.

~~53.48.~~ Neither the Council nor the Licensee may commence legal proceedings (other than for injunctive relief) until it has complied with the Dispute Resolution Procedure.

~~54.49.~~ 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.

~~55.50.~~ (a) 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 Salamanca Market or other person nominated by the Council from time to time, who may refer the Dispute Notice to the General Manager~~ Chief Executive Officer :

- (i) succinctly setting out the details of the dispute; and
- (ii) stating that it is a dispute notice given under this clause ~~57.50.~~

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(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 Salamanca Market~~ Chief Executive Officer acting as a decision maker for the Council during the fourteen (14) day period.

~~56.51.~~ 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.

Hoy, Jennifer
2023-04-10 01:59:00

What happens if you're sick? Council still gets their site fee.

Make consistent with how many days casuals can take. Think its 8

The decision of the Council and the costs of the arbitration will be borne as the arbitrator may direct.

~~57.52.~~ In the absence of an agreement being reached within sixty (60) days of the date of the Dispute Notice referred to mediation under clause ~~59.51~~ either the Council or the Licensee may refer the dispute to an arbitrator agreed upon in writing by the Council and the Licensee 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.

~~58.53.~~ 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.

~~59.54.~~ (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;
- (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 (clause 54(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 event mediation or arbitration will be met by the participating parties.

Hoy, Jennifer
2023-04-10 04:19:00

Delete the inserted text in clause 47. Clause 47 is very broad and open to council interpretation.

Insert on and for the immediate control of Council or the General Public.

Market Operation/Non-operation/Cancellation

~~60.55.~~ (a) The Council or the ~~General Manager or their delegate~~ Chief Executive Officer may, ~~for the purpose of events outside the immediate control of Council or by reason of Covid-19, a Notifiable Disease, Disease Related Factors, epidemic, pandemic, disease or public health alert,~~ 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 or as otherwise required by law, resolve to cancel or not operate the Market or to close a part of the Market on a particular day or days or for a particular period of time.

(b) The Council or the ~~General Manager or their delegate~~ Chief Executive Officer will notify the Licensee of the decision made pursuant to clause 55(a) and the Council shall not take any action under clause ~~62.55(a)~~ unreasonably or capriciously.

(c) In the event of the Council exercising its rights under clause ~~62.55(a)~~ the Council may issue a Credit Note for the Site Fee to the Licensee in accordance with clause 42.

~~61.56.~~ The Licensee hereby acknowledges the right of the Council or the ~~General Manager or their delegate~~ Chief Executive Officer to take the action under clause ~~62.55~~ and hereby agrees that in the event that the Council or the ~~General Manager or their delegate~~ Chief Executive Officer

Salamanca Market
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«First_Name» «Surname»

Relocation

does so for events outside Council control, then the Licensee will not seek or have any right to claim any ~~compensation~~ Compensation of any nature whatsoever from the Council.

Council agrees that for activities within Council control (civil works (including repairs, alterations, renovations), the Licensee has the right to seek compensation from Council.

- 62-57.(a) The Council reserves the ~~power~~ right to move the Licensee permanently or temporarily from their Stall Site to another Site for the purpose ~~of a Notifiable Disease, Disease Related Factors, epidemic, pandemic, disease or public health alert~~, 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 or as otherwise required by law.
- (b) The Council will notify the Licensee of the decision made pursuant to clause 57(a) and the Council shall not take any action under ~~paragraph (clause 57(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, three (3) months~~ 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 ~~6457~~ the Council will use its best endeavours to provide assist with a 'no detriment' outcome for the Licensee, including consultation with the Licensee to find an available Site that best suits their needs.
- (e) In the event that the Licensee is not satisfied with the relocation because of reasons including but not limited to loss of income, loss of patronage, Council will provide the Licensee with a suitable replacement site

Operational Guidelines

- 62-58.(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 ~~Handbook~~ is a breach of this Agreement.
- (c) If there is a conflict between a term of the Operational ~~Requirements~~ Handbook and a term of this Agreement, the terms of this Agreement take precedence.

Hoy, Jennifer
2023-04-10 04:20:00

Delete clause 55 'at their absolute discretion' that gives them power to do anything.

Insurance

- 64-59. The Council will obtain and maintain public liability and products ~~insurance~~ on behalf of the Licensee in relation to the subject matter of this Agreement, 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;

Hoy, Jennifer
2023-04-10 04:28:00

I have an issue with not being compensated Council controlled activities such as repairs, alteration and renovations.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

- (c) the Licensee must use its best endeavours to preserve all property, products, appliances, plant and all other things including photographic records where applicable 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.

~~65-60~~.The Council will provide a brochure or similar document, with details of the insurance policies obtained by Council referred to in clause ~~66-59~~, to the Licensee on written request from the Licensee.

General Conditions

~~66-61~~.The Licensee must ensure the Stall Site is set up at least thirty minutes before the official opening time of the Market on Market Day,as set out in clause 88. 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.

~~67-62~~.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.

~~68-63~~.The Licensee must make all reasonable endeavours to vacate their Stall Site as quickly as practicable after the official closing time of the Market,as set out in clause 88.

~~69-64~~.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.

~~70-65~~.The Licensee must ensure the Stall Site is left clean, with all waste material being removed.

~~71-66~~.The Licensee must comply with waste management strategies as set out in the Stallholder Operational ~~Requirements~~ Handbook.

~~72-67~~.(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 a Local Government Authority and all other licences and permits required by the *Food Act 2003- (Tas)*.

(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.

(d) The Licensee must comply with all Legislative Requirements, any Public Health Orders made under the Public Health Act 1997 (Tas) and all directives, notices, guidelines and recommendations issued by any regulatory authority in relation to Covid-19 and any other Notifiable Disease.

(e) The Licensee must comply with any reasonable direction of the Council in relation to the Stall Site.

~~73-68~~.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;

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- (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.

74.69. In the event of the Licensee transferring its Site Business in accordance with this Agreement, the Licensee will, prior to transferring this Agreement:

- (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;

- (b) ensure the incoming Licensee pays any Stamp Duty payable Licence or issue of a new licence.

Hoy, Jennifer
2023-04-10 04:42:00
Do not agree with clause 57a - 'any reason in councils sole discretion' Have attempted to revise the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment.

70. Any provision in this Agreement on the part of two or more persons jointly and severally.

Privacy

75.71. Any information the Licensee provides to the Council may be used 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.

76.72. (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 any form), in whole or in part, including for use on social media platforms 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) Licensee hereby releases the Council from and against all claims and demands for damages, loss of profit, loss, costs, other remedies or other liabilities arising from the use of the photographs or by any person with the authority or permission of the Council;
- (c) The Licensee acknowledges that they have agreed to the use of the photographs on a voluntary basis and that the use of the photographs for advertising or promotional purposes does not give the Licensee any right to participate in the proceeds of the use of the photographs.

Hoy, Jennifer
2023-04-10 04:46:00
Deleted clause 57 e). I don't think its legally correct for them to say we cant seek compensation. We should be able to seek compensation for loss of income, goodwill, patronage, gazebo etc if the move is because Council is responsible for changes made to the market site. In event of COVID

Intellectual Property

77.73. The Licensee acknowledges and agrees that:

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

Salamanca Market

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- (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 ~~79,73~~, '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.

~~78,74.~~ The Licensee must not without the prior written consent of the Council in the Council's sole and absolute discretion, 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 ~~trademark~~trade marks specified in clause ~~79,73~~.

~~77.~~ Council must not without the prior written consent of the Licensee in the Licensee's sole and absolute discretion, market the Licensee's products or services or otherwise use any of the Licensee's intellectual property (whether specific to the market or not) including the business names associated with Schedule 1, item 1 and item 5 (where there is a joint Licensee).

~~79,75.~~ ~~The Licensee must not~~ The Licensee must not purport to represent the Council or the Market in a manner that may be construed that the Licensee is a contractor or agent of the Council; nor 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.

~~80,76.~~ 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

~~81,77.~~ The Licensee acknowledges and agrees the Council will not be responsible for any direct, indirect or consequential loss or damage suffered by the Licensee, its employees, contractors or agents as a result of any breach of this Agreement or its termination, or the suspension or cancellation of the Licence.

~~82,78.~~ 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.

~~83,79.~~ 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

~~84,80.~~ 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.

~~85,81.~~ By suspending or terminating this Agreement for a breach by the Licensee the Council does not waive any claim to damages.

~~86,82.~~ 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,

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

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



Hoy, Jennifer
2023-04-10 04:48:00

Clause 67e too vague. Recommend deletion.
What's any reasonable direction?

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

- (b) where the costs, expenses or damage is covered and paid for in full by the Council's insurance coverage required by clause ~~66~~59.

Variation and Termination Right

~~87-83~~. The Council, acting reasonably, may amend or vary the terms and conditions of this Agreement at any time at the Council's discretion provided that the proposed variations are reasonable and 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.

~~88-84~~. 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.

~~89-85~~. 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.

~~90-86~~. 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.

Non-Exclusivity

~~91-87~~. 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

~~92-88~~. (a) The Licensee acknowledges that subject to ~~paragraphs (clause 88)~~(b) and (c), the Market is operated by the Council every Saturday of the year from 8:30am to 3pm;~~;~~

(b) ~~notwithstanding paragraph (Notwithstanding clause 88)~~(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 (Notwithstanding clause 88)~~(a), the Council reserves the right to operate the Market on any day and at whatever times it chooses and by notifying the Licensee.

Personal and Business Information

~~93-89~~. When requested by the Council to update or confirm their contact details and their product line details, the Licensee must provide the requested information within seven (7) days from the date of the request.

GST

~~94-90~~. (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

Salamanca Market

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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 ~~96~~, unless the context otherwise requires, expressions defined in the GST Act when used in this clause ~~96~~ have the meanings given to those expressions in the GST Act.

Change of Licensing Entity

~~95-91~~ The Council may novate this Agreement to any Council-owned entity established under Part 3 Division 4 of the Local Government Act 1995, or to the Licensee. Under such an arrangement:

- (a) any reference to the Council or its officers, delegates, agents, employees, appointees ~~etc~~. For the avoidance of doubt, the entity which replaces the Council must specify which individuals or roles replace named individuals or roles within this Licence (including ~~Salamanca Market Operations Coordinator, General Manager, Director, Community Development Manager, Chief Executive Officer and Market Supervisor~~) 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.

Hoy, Jennifer
2023-04-10 04:55:00
I'm concerned the agreement does not stop from using Licensee's IP. I suggest this clause after 74. 77. Council must not without the prior written consent of the Licensee in the Licensee's sole and absolute discretion, market the Licensee's products or services or otherwise use any of the Licensee's

Licensee Consent to PPSR and Credit Checks

~~96. The Licensee consents to the Council:~~

- (c) ~~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~~
- (d) ~~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

~~97. The Guarantor consents to the Council:~~

- (e) ~~conducting searches of the Personal Property Securities Register for any information on that register regarding the Guarantor at any time during the Term; and~~
- (f) ~~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

~~98-92~~ (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.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence 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.

Salamanca Market
Stallholder Licence Agreement

«First_Name» «Surname»

Execution

Executed as an agreement.

The Common Seal of the Hobart City Council was
hereunto affixed in the presence of:

Signature and Position

Signature and Position

Signature on behalf of Licensee

Signature of Witness

Name of signatory

Name of witness

Date

Address of witness

Salamanca Market
Stallholder Licence Agreement

«First_Name» «Surname»

Signature on behalf of Licensee

Signature of Witness

Name and position of signatory

Name of witness

Date

Address of witness

Executed by 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 in the presence of:)
)

Witness signature

Full name (print)

Witness occupation

Witness address

Jenny Direen

North Huon Apiary

Bruce & Jenny Direen

Phone: [REDACTED]

E-mail: [REDACTED]

ABN: [REDACTED]

20th April 2023

Hobart City Council
Town Hall, Macquarie Street
GPO Box 503
Hobart Tas 7001

Submission opposing the level of stall fee increases proposed over 5 year period 2023 – 2028

Introctuction.

My husband Bruce and I are have been running a small primary production business for 40 years. We have had a stall at Salamanca Market for over 35 years. Our registered site is 316 in category E-Market Garden.

In all the years we have been doing the market we have had stall fee increases but the current proposed stall fee increases are the highest we have ever encountered. We oppose the high level of proposed increase and in particular we oppose the commercial pricing. We understand this proposed commercial price increase is based on a recent independent valuation. This valuation we have not seen. This commercial pricing alone will in effect see our costs increase over five years to the point where we will be paying \$3,286.40 per year more for our site and on top of that we still have the insurance, market levy, and CPI increases before GST is applied.

When preparing for writing this submission we re-read the Book "Salamanca Market – A short history of a long market" written by Bernard Lloyd and published by Hobart City Council in 2014. It was a wonderful trip down memory lane and refreshed in us just how unique the market is. It certainly has had turbulent times but it works. Salamanca Market would not exist without the enormous contribution made by so many people past and present. We keep being told by tourists that they think Salamanca market is the best market experience in Australia.

It was mentioned in the book "Salamanca Market – A Short history of a long market." Page 66 that when the market started Council estimated the cost to establish the market and recovered the cost from site fees. It was also written that the present day (presume that is the year when book published - 2014) Council was actually making a profit from the market after the costs were taken into account. We believe that this is how the market should be run – that the stall fees cover the running costs and that the running costs are kept to what is needed and is affordable when you take into account the size and type of stalls, and trading of only one day per week.

We oppose the commercial pricing because:

It does not reflect the unique environment and culture of Salamanca Market,
It puts at risk the opportunity for individuals and small businesses to participate and flourish.
It diminishes the range of opportunities for people to participate.
Doesn't support the market community where people can participate socially, and have a sense of belonging,

The proposed commercial pricing and stall fees.

At Salamanca Market our stall is in Group E – Market Garden.

Current and proposed stall fees for Group E-Market Garden (GST exclusive) per day

Category	Stall fees 2022-2023	Stall fees 2023-2024	Stall fees 2024-2025	Stall fees 2025-2026	Stall fees 2026-2027	Stall fees 2027-2028
Current stall fee	61.82	61.82	61.82	61.82	61.82	61.82
Commercial pricing		12.64	25.28	37.92	50.56	63.20
Total per day	61.82	74.46	87.10	99.74	112.38	125.02

Note. Stall fees and commercial pricing figures only in these figures. The Marketing levy, Insurance, CPI increases, GST need to be added to stall fee costs.

Current and proposed stall fees for all category groups (GST exclusive) per year

Category	Stall fees 2022-2023	Stall fees 2023-2024	Stall fees 2024-2025	Stall fees 2025-2026	Stall fees 2026-2027	Stall fees 2027-2028
A- site-Centre aisle	4305.08	4744.48	5183.88	5623.28	6062.68	6502.08
B- site Side line	3442.40	3897.92	4353.44	4808.96	5264.48	5720.00
C-site Upper section	3178.76	3530.80	3882.84	4234.88	4586.92	4938.96
D-site Market table	To be calculated differently					
E-site Market garden	3214.64	3871.92	4529.20	5186.48	5843.76	6501.04
Split centre aisle	2771.60	3257.28	3742.96	4228.64	4714.32	5200.00

Note. Stall fees and commercial pricing figures only in these figures. The Marketing levy, Insurance, CPI increases, GST and other associated costs according to type of stall need to be added to stall fee costs.

Proposed increases and effect.

Based on the figures our stall costs will be increasing yearly to a point where they will be doubled in five years' time. Our costs will be in line with A-site centre aisle sites yet our site is not the same size or has the same earning capacity. A-site centre aisle sites have double frontage and in high customer traffic areas. Our E-site has single frontage and in low customer traffic area just outside the main market area. This is an unfair increase for a low production area with only single frontage.

The proposed commercial pricing will greatly impact on the market – this increase will be in addition to increases proposed for the marketing levy, insurance and CPI.

As a small business “commercial pricing” is not an item we deal with in the day to day running of our business, indeed it is not something we need to run our business. From a simplistic point of view over 35 years ago when we started doing Salamanca market we set up our stall each Saturday on a small section of roadway at Salamanca place, sold our wares for a few hours, packed up and went home and the roadway reverted back to its original use.

Today we do the same and the only difference is that we now have small anchor points in the roadway for our stall. At the end of the market the area and roadway revert back to its original use. The proposed commercial pricing will mean that in five years we will be paying an extra \$3,286.40 per year for our stall fees. This is a high cost for temporary use of a small section of roadway on top of current stall costs which we pay for the running cost of the market.

The proposed commercial pricing cost is very large. The cost proposed for E-Market garden stalls is wrong as it brings these stalls in line with high priced stalls with twice the serving area and a much higher amount of customer traffic.

As we have not seen the valuation on which commercial pricing is based we are at a disadvantage to comment.

Ability to pay the proposed increases.

We know our business will be struggling to pay this huge increase and we would not be the only stall in this situation. In all the years that we have been doing the market we have weathered all the market trends and impacts on the economy and yet in any 5 year period we have never increased profits to the level of the proposed increase in next 5 years . It is not from lack of trying.

In our business our income is currently affected by:

Access to floral resources
Varying harvests each year
Rise in production costs
Still recovering from 2019 bushfires

Indeed some years with poor harvests our business incurs a loss.

Salamanca Market outlet is not our only sales outlet for our business. Salamanca market alone is not enough for us to earn a living.

Contrary to Council's fact sheet and interpretation of recent survey (we participated in this survey but the response was only 48% of all stallholders) our business has not recovered from the pandemic and sales at Salamanca Market are below pre-pandemic times.

The proposed fees are very high and we certainly cannot absorb such high additional costs. Increasing our prices to earn the extra money will be a huge challenge and may not be achievable when you take into account price elasticity and rising cost of living expenses.

Impact on our customers.

We rely heavily on local trade, especially in the winter time when there is less interstate and international visitors.

Our customers range from:

Locals (including some homeless people and people with complex needs),
Fellow stallholders,
University students,
Interstate visitors and
International visitor.

Also when passing costs on we have grave concern for our loyal local customers and their ability to pay the extra cost and it could mean that they are priced out of their opportunity to experience the market. This is not celebrating excellence and diversity. It could push out lower socio economic people and some of them are loyal customers of ours and deserve a better deal.

Australian Bureau of Statistics shows that in the 2021 statistics shows that in Tasmania there is lower median weekly household income than Melbourne and Sydney. Most of our interstate visitors come from Melbourne or Sydney.

Australian Bureau of Statistics - Median weekly household income 2021

Greater Sydney	Inner Melbourne	Hobart
\$2077.00	\$2006.00	\$1542.00

These statistics are from 2021 and today we also have to take into consideration the high cost of living expenses. People have less money to spend than pre-pandemic times, especially the locals.

We can't absorb the proposed cost increases and we would need to pass on the costs. Increasing our prices with limit people's ability to participate in a diverse and thriving creative community. With the rising cost of living we are already seeing higher numbers of smaller size containers being sold, and less amount of the largest size being sold.

Comparing Salamanca Market fees with other markets.

Comparing stall prices to other markets. There is no comparison. Salamanca market has thrived and has grown to be one of the largest outdoor markets in all of Australia. It has become a tourist attraction. In the Council fact sheet Salamanca stall fees were compared with 6 other markets. Council acknowledged that no other market compares with Salamanca Market in its size, patronage and iconic status,

Council stated that Harvest Market in Launceston (produce market, approx. 70 stalls) charges the same for an area of 3 m x 3 m site as the most expensive Salamanca Market A category site. Also that Farmgate Market (produce market) in Hobart is more expensive.

Both these markets are a lot smaller than Salamanca Market and limited in product range. With both of the produce markets the more stalls they have they could spread their costs – making the cost per stall lower. If the costs are based on running costs alone they would have mostly fixed costs and some variable costs (e.g. fuel consumption and insurance based on number of stalls) The greater number of stalls the lower the cost.

Same reasoning applies to the other markets used in the comparison. One of the highest cost markets the Rocks, Sydney has approx. 150 stalls. Their costs could be lower with more stalls.

Sydney and Melbourne markets are in regions that have a higher median income per week according to Australian Bureau of Statistics census 2021. Their customers are in a better financial position to afford higher prices.

Australian Bureau of Statistics - Median weekly household income 2021

Greater Sydney	Inner Melbourne	Hobart	Launceston
\$2077.00	\$2006.00	\$1542.00	1260.00

Harvest Market and Farmgate markets have high costs but they are niche produce markets and hopefully will thrive while customers are happy to pay higher prices for quality products. They could be limited in their ability to grow because of the high stall costs. Harvest Market are actively seeking new stalls and have listed on their web site a list of desired products that they would like at their market.

Challenges for small businesses.

Small business have a high failure rate. When starting up a business there are a lot of setting up costs to cover before you can start earning money and then earnings are needed to build the business. The proposed cost increases would add to the risk small businesses take. Although our business has been successfully operating for 40 years we still have to plan and budget to keep our business going.

Proposed pricing has the potential to put out of range the Salamanca Market experience for some businesses and not for profit people. Depriving them of the chances that my husband and I had over 35 years ago.

The Department of State Growth publication 'Business statistics snapshot June 2021' shows that Tasmania was faring better than the mainland for survival rates for small businesses. This could change easily in the current environment where cost of living expenses are escalating.

At the end of the financial year 2020-2021 there were 39 602 small businesses (less than 20 employees) in Tasmania.

60% of small businesses in Tasmania are non-employing (sole operators). The proposed cost increases will lessen the ability of stallholders to take the next step and offer employment for casuals at the market. Employment with such niche businesses is valuable with regard to passing on valuable knowledge and skills that you can't get elsewhere.

Survival of Tasmanian small businesses

2017	2018	2019	2020	2021
36117 Tasmanian businesses operating	89.7 % of businesses still operating	80.8 % of businesses still operating	73.9% of businesses still operating	68.6 % of businesses still operating

Department of State Growth 'Business statistics snapshot June 2021'

With low survival rates for small businesses it is important to keep costs relevant and affordable. Small businesses don't need to be subsidised, only need a fair go and the opportunity to succeed.

Where increased revenue will be spent.

On Council's fact sheet one of the initiatives mentioned was additional training opportunities for stallholders. Don't believe this is an initiative that stallholders can afford or should have to pay for as it not something that all stallholders need. Don't believe that revenue should be raised for initiatives that Stallholders cannot afford.

More work needs to be done on this issue.

Health and wellbeing.

There is a rich culture of people coming down to the market on their day off and socialising. Rising costs to cover proposed stall costs could price people out of their participation and experience at Salamanca Market. This socialising is good for people's health and wellbeing.

We work hard for our living and the proposed costs will effect the benefits we get from doing Salamanca Market. We are coping with current stall fees despite the fact that our takings have not returned to pre covid levels. We could try and manage a slight increase, but the proposed doubling of our costs in 5 years is causing a lot of stress. This stress is not good for our health and wellbeing.

Summary

We are experienced small business operators and Salamanca Market Stallholders. We have over 35 years' experience. In our opinion the proposed stall fee increases will:

- Effect the unique environment and culture of Salamanca Market,
- Puts at risk the opportunity for individuals and small businesses to participate and flourish.
- Diminishes the range of opportunities for people to participate.
- Effect the market community where people can participate socially, and have a sense of belonging,
- And have an effect on people's health and wellbeing.

Proposed increases and effects

The stall costs should be kept to running costs only and not have commercial pricing added.

The proposed stall fee hikes in such a small time will push out smaller stallholders that represent and celebrate the sense of place and unique spirit Hobart is proud of.

The proposed increases for E-site market garden sites are not fair when you take into consideration that they will be brought in line with the top price sites yet only have a single serving area compared with two and have less customer traffic compared with the centre aisles in high traffic area.

The proposed costs are very high when you take into consideration what we get for our money. It is a lot to pay for temporary use of a small section of roadway for one day per week trading and at the end of the day the roadway reverts back to its original use. The Salamanca Market day is a 12 hour work day for us including 6 ½ hours of trading time.

Ability to pay the proposed increases.

Certainly can't absorb these proposed cost and would need to pass on to customers these costs. With the economic climate at the moment people are spending less and with price elasticity there is only so much price increases people will accept before they stop buying your product.

We do not earn a living from Salamanca Market alone, we have to utilise other sales outlets to earn a living. We work long hours and with the price increases it means we will be working these same long hours for smaller return.

As primary producers we do not have the luxury of sick day pay. At Salamanca market we have days when we can't attend and low sale days due to adverse weather or low customer numbers. These bad days diminish the benefits from good days. The proposed high costs will also diminish the benefits we get from the market.

Impact on our customers.

We rely heavily on local trade especially in the winter time when Interstate and international visitor numbers are down. Passing on these proposed high costs limits people's ability to participate.

Comparing Salamanca Market fees with other markets.

There is no comparison. Salamanca Market stands alone with its size, diversity, patronage and iconic status.

Of the Markets that Council quoted in comparison that had higher costs – they are all smaller markets and not the diverse range that Salamanca Market has. These other markets could have similar or lower costs if they had the same stallholder numbers as Salamanca Market. The Melbourne and Sydney markets are in a higher average income area than Hobart.

Challenges for small businesses.

Small businesses have a high failure rate. There is enough pressure on small businesses to set up and establish themselves. The high proposed costs will be a hindrance when trying to sell or operate a small business.

The high level of proposed stall fee increases will lessen stallholder's ability to take the next step up and employ casuals at the market. This opportunity of employment would pass on valuable knowledge and skills from niche businesses; knowledge that is not available elsewhere.

Where increased revenue will be spent.

It is good that Council is listening to what people want. Needs to be more work done in picking out what the market really needs and when and how it can be implemented. At the moment in this economic crises improvements to the market would be a luxury.

Health and wellbeing

There is a rich culture of locals coming to the market on their days off to socialise. All the visitors we speak to enjoy their market experience. The market experience is good for people's health and wellbeing.

The proposed high cost increases is causing us a lot of stress and impacting on our health and wellbeing.

Invitation

We would like to invite interested people to contact us if they would like to talk further on any matter.

Finally

we are not asking to be subsidised, we just want a fair go and reasonable costs that we can afford.

With reasonable stall fees we imagine Salamanca Market remaining a sustainable part of the Hobart community, giving a sense of place and celebrating the small entrepreneurial spirit of Hobart that allows the people of Hobart to create a sustainable business and stand on their own two feet.

Bruce and Jenny Direen
North Huon Apiary

26th April 2023

Hobart City Council
Town Hall
GPO Box 503
Hobart Tas 7001

Submission regarding draft Salamanca Market Stallholder Licence Agreement

My husband Bruce and I have been stallholders at Salamanca Market for over 35 years. Our registered stall is 316 in the E-Market Garden area.

Over the years the Licence Agreement has become bigger and more complex. To go over the agreement is very time consuming. It is beyond our abilities to fully understand the complex License Agreement and we have relied on members of the Salamanca Market Stallholders Association to explain issues for us.

This year with the proposed price increases it is far more important for us to know how changes will impact on us. We cannot afford a lawyer to go over the agreement for us. We have concentrated our efforts on a submission opposing the level of stall fee increases proposed over the next five years.

For our submission regarding draft Salamanca Market Stallholder Licence Agreement we support the Salamanca Market Stallholders Association's (SMSA) submission. We are relying on SMSA to represent us on the issues regarding the draft Licence Agreement.

Bruce and Jenny Direen
North Huon Apiary

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Jocelyn Parry-Jones and I have been a stallholder at Salamanca Market for 5 years with my business Myrtle & Me.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market. Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10% of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activities don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors, no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Below are the factors that all contribute to why a significant site fee increase will be detrimental to my business.

- *Cost of running the stall per week is already \$567.03 per week, without including the price of stock or the time to make it. This can be viable in summer, but is really tricky on slow winter days. On those occasions, sometimes I barely break even.*

The break down is as follows;

1. *Site fees - \$49.43 (shared site in middle isle)*
2. *Loan to pay off cost of site - \$43.25. This has gone up and is continuing to do so with increasing interest rates. I still owe \$27,000. The loan is hardly moving as I can only afford the minimum repayments.*
3. *Staff - \$364.44 -NOT including superannuation (extra 10.5% and is now payable no matter how many hours are worked per month). Wages are \$36.44 now for casuals on a Saturday, which goes up each year*
4. *Service to have my tent and stock stored (can't run the stall without it) - \$109.91*
5. *In addition is the cost of materials for each piece. These are also increasing over time, but my products are at a price point that I am not comfortable to increase otherwise I fear sales will drop. I sell wholesale as well, so if they change at the market I need to adjust them in several shops also*
6. *The time to make the jewellery - my husband and I are full time staff who create everything but need to be able to afford to pay our own wages*
7. *Tax, 10% GST and 25% company tax*
8. *Square fees - 1.6% per transaction*
9. *Public liability insurance (paid as part of business insurance per month)*

- *I can't save on staff costs and run the stall myself because I live in Deloraine and it is not practical for me to travel down to run the stall each week due to time and travel costs (increased fuel and bus prices).*
- *I moved up to Deloraine because the city of Hobart was too expensive to rent or buy in. I was therefore already financially struggling, as are so many people who are trying to make ends meet down south.*

• I would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders

• I would most likely take the full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. I don't usually take an absence unless staff are sick, but if I am actually running at a loss during slow trading times, I will be forced to do this as I can't afford to spend money to run a stall.

• I worry that myself and other stall holders won't be able to afford to hire the service where our tents and stock is stored each week. This has not only made my life so much easier, but without it I am faced with a logistical nightmare because different staff work each week and they would have to swap the stock, tent and tables out of hours. Also, I would only be able to hire people who can drive, plus have space to store these items at their home. With the increased cost of rent, most of my staff live in share houses and they do not have the luxury of this amount of free storage space. In addition, insurance becomes very complex when my stock is stored on multiple sites. The system can only really work with up to two staff and its very hard to have fewer than 6 due to covid increasing the chance of employees being unable to work.

• I am worried that I won't be able to afford to run my stall due to all of the above factors. If I then need to sell my site it might not even be possible due to how many others would also most likely be on the market for the same reasons. I would therefore either be stuck running at a loss, or selling at a loss and then owing the bank money even after the sale. As I still owe \$27,000 on my loan, I can't sell below that. It was my dream to buy a stall at the market. I am worried that it will become a nightmare if the fees are increased to this extent.

The market can continue to break even and prosper. I encourage the council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

When I bought my stall in 2020, I had no idea that fees might increase by such a large amount in years to come. If I had known this, I would have stayed as casual because then if I could not afford to run the stall I would have the option of walking away without the difficulties involved with having to sell my site.

It has been hard to watch how stressed my fellow stallholders have been made by this proposal. I don't feel that it has been necessary to add this level of strain to our already very stressful lives as small business owners. Most of us are still struggling to recover post covid and would really love the chance to get our business back up to where they were pre 2020. Lack of financial stability is a key factor in why running a small business is so very difficult. I am confused why the pressure is falling on us. I had hoped that we would be more respected and appreciated, since the market cannot exist without us. I thought the whole appeal of Salamanca to tourists is that they are coming to support small local Tasmanian businesses. Please don't take advantage of us like this. I am surprised it has gone this far with all the media releases and meetings. Hopefully these submissions are taken seriously and an acceptable compromise can be reached.

Below are some requests that I hope can be taken into consideration:

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as an additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increases are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meets monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders, not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome, without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved. When I was a casual, myself and several other stalls were bullied by one particular site and it was so horrible that I would refuse to trade within 2 sites either side of them. I felt powerless.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons e.g. pandemic, safety etc are ok. However, it should be stated that the council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Please invoice split middle stalls separately. It is so very confusing the way it is currently combined and the responsibility of payment falls on my fellow stall holder, which is not very fair on her.

It would be amazing if an optional trestle table could be included in our fees. It would make invoices less complicated, but also be a lovely service to provide us - so we feel valued and appreciated. Not essential, but it is an example of the kind of thing that might look small but would make a big difference to me (as I am assuming others would very much appreciate it too).

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further.

I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Jocelyn Parry-Jones (Director)

--

Myrtle & Me PTY LTD
Jocelyn Parry-Jones



Ph: [REDACTED]



Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Jodie Goggins, I have been a stall holder for over 19 years , 3 as a casual , the remaining as a licensed stall holder - I actually had a few one off stalls years before this as a young teenager, so Salamanca has been a massive part of my life.

My three children have grown up as " market babies" we have a beautiful photo in the "Salamanca Market - a short history of a long market" book in the 'market children' section - this is a beautiful book, and it really shows the essence of Salamanca- it's worth a read.

I am certain that the market, under its latest management is being steered in a very different direction from this book, and the wonderful market that is it. With the site fees rising over 150% , a lot of stall holders will be forced to shut down , as we won't be able to make a living - for a lot now, this is already the case.

Yes there are lots of people attending- the cruise ships are back, but a lot of these tourists are not spending- not like what they did in pre-covid years. The fact that we are being "told " how busy the market is, without being asked how our days are , is a little insulting- the recent news letter is a good example, where we were told Easter was quote " very, very busy" I wasn't busy, my neighbours were not busy. Our sales are way down - no-one is actually asking the stall holders - or the right ones anyway.

You are aware that Salamanca Market again won No. 1 tourist attraction, this is because of the diverse stalls we have at present- this will certainly change if what the HCC has planned for us is allowed to go ahead. The market will be a lot smaller, and will be filled with expensive shiny stalls , more commercial stalls . (nothing against those stalls - but diversity is key)

Moral is very low at present, we feel that relations between stall holders and council are at an all time low, trust is gone, and I don't think it will be repaired anytime soon. The only stall being looked after are [REDACTED] seedlab stalls - or the very small amount of stalls who attended his latest " workshops" - and nothing against those stalls .

We have seen notes from these meetings stating that licensed stall holders are a "pain" to the city, and casual stall holder bring " joy and harmony" to the city. How do you think this makes us feel ?

My sales are down. The cost of the Tasmanian wool and silk I use has increased, my beautiful wool supplier has closed down, as no-one would buy their business after they had a big accident- times are already tough for me.

I feel recently- that my stall is no longer considered good enough by HCC . I put 100% effort into my work and the presentation of my stall, but I feel like the council now want me out- I'm not shiny enough, my work is still appreciated by customers , even if they can't afford to buy, so why is the HCC making me feel like this- I don't understand, we make the market what it is- Tasmania's no. 1 tourist attraction- why mess with that, why risk destroying that.

I took out a large loan to purchase my stall. I've paid this off twice since , but recently due to higher living costs , less income, my family growing, the two times I survived cancer, I have had to re-draw from this , just for basic living costs. I am unable to pay it off . I had made a big decision that I would try to sell half (I didn't want to, as I enjoy, or did enjoy being at the market) but this seemed to be my only way out of this debt. I can't sell now, as the value of my stall and others is near nothing. I feel this is HCC intent- they want more control, especially over licensed stall holders, at any expense. I could have used the money for a house deposit, but I thought I was making a good decision- now I have nothing, nothing to pass into my children. I have felt suicidal over this , I have sat in my car late

at night with the keys in the ignition, in tears , not understanding, or knowing what to do. It is incredibly hard for me to say this, and I would not have done anything silly as my children need me. My mind kept going to the robodebt- also when Woolworths screwed over the dairy farmers for pure profit - the government wanting money from the public and businesses at whatever cost.

If this new control comes into play, I believe licenced stall holders will be moved around , and HCC will do with us what they wish, the little communities we have created for ourselves, that we rely on each week will be destroyed.

I work my stall alone - every week. A couple of weeks ago I had a migraine- I get the focal ones , so lost my sight for a while. My 8'year old daughter had come with me on this day. I needed to sit in my car for an hour for it to pass. I was very grateful and thankful to have my market family as neighbours. They watched my daughter and worked my stall . Checked on me, bought me coffee (as caffeine helps) and gave me pain killers. If I didn't know my neighbours so very well, this would not have been as easy as it was for me. I was very thankful them - all of them.
Moving us around - to suit HCC, will destroy the relationships we have built over the years- the ones that make it possible for people like me to work their stalls alone.

The new management of Salamanca market is appearing to be on a profit at any cost path- This will ultimately backfire on them in regards to the market, as they will end up with a much smaller footprint with way less stalls , which will mean less site fees. Less money for them.

There are a large number of empty sites every week as it is. Before covid, there were people lining up , hoping to be lucky enough to get a stall for that day, hoping to be able to squeeze into any little nook that was available. The buzz was great. Not any more , and why?.....

One thing that has bothered me for years, even though due to the much lower number of casuals, and the growing number of empty sites each week, it isn't happening as much , is the doubling up on site fee payments. If a stall holder becomes unwell for example- or has a sick child, and can't attend (especially these days with covid and the need to stay home if unwell) and we haven't been able to give the needed 11 day's notice to be able to receive a refund, the council then sublet our stalls and take payment from that stall holder - as well as the licenced stall holder still paying in full - effectively doubling up on payments. It's different if you are planning to be away, and have time to inform council, but majority of the time , it's due to unforeseen circumstances , like sickness, that you can't plan for. I think this is so wrong , add don't know why it's allowed to happen.

With all these empty spots each week, Casual stall holders are being denied a stall upon application. Seedlab stalls are being given prime positions- for free, it is all very fishy, maybe they can buy a stall - one of the many that are now for sale, by people who have had enough and want out (I personally have nothing against seedlab, but I do feel they have all of a sudden been given priority) and again it's fishy.

We as stall holders understand that costs go up - we are not asking that stall fees do not go up, that would be unreasonable, but why do they need to go up by such an incredibly large amount. An amount so large it will destroy a lot of us.

In the years I have been there, nothing has improved for me- I have had holes drilled for my gazebo, and have been given bolts to bolt it down- that's it. I can't honestly see anything else improving with the increased site fees .

I have noticed that recently Facebook posts have been 95% seedlab posts, a couple of posts on some stall holders who attended the "workshops" that were held (with only around 8 stall holders attending) and a post to say goodbye to a stall holder. Why so many re- seedlab?

HCC lied outright to me and my neighbours who park in the Supreme Court car park. They informed us that the court had contacted them asking that the stall holders not park in their car park. We thought this strange, and contacted the court directly, we were told that this in fact had not happened, and that they did not mind that we park there. HCC tried again, they said that we could not park in there because of the tap in the wall and fire trucks needing access . This again was a lie. They then contacted us to say , the matter was closed, and we would not be hearing from them re this again. We have been parking there ever since. Last Saturday I cleaned up a smashed alcohol bottle that someone had thrown over the gate. We are respectful and grateful for the court , and look after this space.

Trust was broken then, but had improved since. -(it was actually pretty good) Trust has now been broken on a much much larger scale , I'm not sure with current management if it can be repaired. Stall holders who are standing up for the market are being accused of bullying, have been told to try another market, It is really unprofessional. I am fearful writing this , as they may come down hard on me, for trying to stand up for myself .

I feel like we are being treated and spoken to like we are small children. The tone of the latest emails , Facebook posts, even the last newsletter are incredibly patronising and condescending. Myself and other stall holders are well aware of this, and feel this to be true.

I feel like HCC won't read any of our letters, that their decision had already been made and they are just humouring us , allowing us to plead our case. I don't understand why the work so against us . Without either , there would be no market. However anyone (no offence)can do the work of the council, but not everyone can make and create like the stall holders, we are not really replaceable.

The ultimate decision lies with you the elected members, who we voted for, who we thought would most have our backs , on all matters . I ask you to please to see that we are struggling, within ourselves, and struggling to keep Tasmania's no. 1 tourist attraction to remain the same - No.1 . At the top. We all know the flow-on affect of this for other Tasmanians and business . There is more at stake than the market though, there are the livelihoods and lives of 300 Tasmania families

Kindest regards
Jodie Goggins

To the all HCC Councillors

My Dear Councilors,

My family has been operating a stall at Salamanca Market since Saturday 26th February 1977. The toll in blood sweat and tears over that period has been considerable as has been the arbitrary treatment we have received from the Council which has resulted in unrealised losses which we have sustained without acknowledgement or compensation. But that aside, what has been of greater concern is the increasing bureaucratization of the market. It is now becoming a demonstrable realization that the best days of the market are now behind us.

Unlike the fawning largesse the Council displayed to a foreign multinational like Myers when it gave, yes gave without reference to Hobart ratepayers, \$14 million to Myers and then to add insult to injury guaranteed their profits in perpetuity; the very same Council is now attempting to extract blood from the soul of Salamanca Market Stallholders by unjustly increasing site fees and loosening security of tenure. For many Stallholders their Stall is the life and blood of their existence built with blood sweat and tears in the face of all the fury that nature could from time to time throw at them. It is their income, their lifestyle, their superannuation and their family's security.

In my time we have witnessed how a simple one page document provided all the necessary licence conditions which operated successfully for more than twenty years when in the nineties one sided take it or leave it ten page 5 year with a 5 year option license agreement was foisted on Stallholders. Uninterrupted bureaucratization continued with added unannounced costs without reference and or discussions with Stallholders. This was a clear example of taxation without representation that in a democracy has not, nor should, ever be tolerated. If the Council wants to spend money on pet projects it should pay for it, and not seek to milk Stallholders.

The Council provides a 5m x 5m space for 7 hrs and now charges \$91.07 that is \$3.64 per hour. How does that equate with a shop in the CBD which comes with a lock up shelter for 7 days per week? The per hour rate for a shop would be \$611.52 per hour which equates to a rental of \$102,735.36.

Do you think that a rental of \$102,735.36 per week is a fair rental for an equivalent spot without shelter at Salamanca Market or do you think the Salamanca Market Administration wants to increase it and keep increasing it?

I and all other Salamanca Market Stallholders would be grateful if you could make an effort and grace us with an answer?

Maybe you are of the opinion that extracting blood from Stallholders is the appropriate modus operandi for those running the market?

Australia has form when it comes to determining what is appropriate behaviour in public administration. I refer you to the Royal Commission into the Robber Debt Scheme, Banking Royal Commission in particular the case of Jeff Morris, ATO pursuit of Richard Boyle, David McBride and Bernard Callaery.

Salamanca Market is the Jewel in the Crown of Tasmania's Tourist Industry. I urge you to ensure it keeps shining and promotes this State whilst treating Stallholders with respect.

To that end I propose that site fees be kept to CPI and that Licenses be renewed for a 5 year term with 5 year option.

Cheers

Jon Jovanovic



SUBMISSION TO COUNCIL REGARDING FLAWED VALUATION IN JANUARY 2023

The basis of my submission is the flawed valuation undertaken by Acumentis Valuers (ALREADY FORWARDED) during the peak season in January 2023 to commence during the beginning of the winter market in July 2023.

Apart from the fact that this valuation is no longer relevant; as circumstances have changed, regarding the economic outlook. This is evidenced by the inversion of the yield curve; where now the cash rate is above the long term 10year bond rate, indicating a marked slowdown in the economy. This fact is further reinforced by the maturing of a significant number of fixed rate mortgages which will put further significant downward pressure on discretionary spending as publicly advised by ABC's economic spokesman Alan Kohler and Tasmania's best known economist Saul Eslake.

This is certainly not the time to be contemplating increases above the CPI as it will cause extensive hardship to many struggling Stallholders who have only just started to recover from the Covid pandemic.

The Council has shown that it has resources to extend the hand of human kindness when it had, without reference to ratepayers, handed over \$14 million to Myers for the redevelopment of their store in the CBD and guaranteed in perpetuity their profits.

Salamanca Market is the heart and soul of Tasmania. Not only is it the most prominent jewel in Tasmania Tourist crown but it is a substantial income generator for the State and an incubator of new businesses and products displaying the cream of Tasmania's enterprise to the world.

I commend the proposal to the Council and invite the Council to demonstrate a sufficient modicum of the milk of human and financial kindness to enable Salamanca Market to continue to thrive and keep Tasmanian Enterprise front and centre on the world stage.

Jon Jovanovic

Subject: ADJUNCT TO MY SUBMISSION FOLLOWING COUNCIL MEETING 24/4/23

The American Revolution started because traders were obliged to pay for the privilege of trading (British Taxes) without having an input in how those fees were spent. The cry was no taxation without representation.

Traders at Salamanca Market are also made to pay fees without having say in how those fees are spent. Not only do we not have a say in how those fees are spent, but having been forced to accept a licence agreement where the balance of power is all set in favour of the Council. With veiled threats to toe the line, it came to pass as was witnessed at the meeting on 24th April 2023, in Council Chambers, where some 100 or so Stallholders attended; that the time to take out the pitchforks ala the French revolution is fast approaching.

We do appreciate the Council's effort to improve the market. However we are talking about a market involving some 320 or so successful traders. Some of whose heart wrenching stories were shared with you at that meeting. Traders who have put their hearts and soul into their respective businesses. Traders who are passionate not just to succeed but to ensure Salamanca Market continues to be the mega success story of tourism in Tasmania.

We are not talking about salaried employees whose income is secure and not dependent on a plethora of vagaries including those of nature which week in and week out plague Salamanca Market traders.

Notwithstanding the same when a legally enforceable agreement is entered into with the Council being the Licence Agreement 2017 heavily laden in favour of the Council, it adds insult to injury when that very same Council breaks that agreement. Not only does the Council break that legally enforceable agreement but then places a veil of secrecy to further disadvantage Stallholders when it instructs Acumantis Valuers to carry out a valuation contrary to sec 37 (a)

Sec 37 (a) States that the valuation should be carried out "in 2017 and every five years from 1st July after 2017; 2022; 2027 etc:"

This section makes it very clear that licences will be for 5 years and yet contrary to that licence agreement without discussion and or the agreement of Stallholders the Council has reduced the licence to 3 years.

This is justiciable breach of the contract entered into with Stallholders

The Council has breached sec 37 (a) (ii) which states "the Council will appoint a registered valuer who will take into account the submission from Salamanca Market Stallholder Inc, current trading conditions at the Market, general retail activity in the Hobart context and the general commercial rentals in Hobart to determine the Councils Estimated Fee.

Stallholders do not know if the Value was advised in accordance with sec 37 (a) (ii) because of a veil of secrecy which has been allowed to prevail.

Hence if the valuer was so advised and he took account of markets in Melbourne and Sydney which have far greater populations and demographics and where disposable income is far higher than in Hobart he has contravened the sec 37 (a) (ii) rendering his Valuation Null and Void

If on the other hand he was not advised to carry out the valuation in accord with sec 37 (a) (ii) then the Council has contravened sec 37 (a) (ii) and the Council is responsible for rendering the valuation Null and Void.

Irrespective of the above mentioned matters which rendered the valuation Null and Void.

The Valuation was carried out contrary to the clear and unambiguous statement in the Licence Agreement 2017 sec 37 requiring that the valuation be carried out on 1st July 2022 not in January 2023 which also renders the valuation Null and void.

Finally the valuer made it crystal clear that the Valuation only applied to circumstances as they existed on 21st January 2023 and that no responsibility was taken for any circumstances which may change thereafter.

Clearly that statement alone renders this valuation as being Null and Void.

Clearly this valuation is riddled with faults, inconsistencies and is contrary to the legal requirements set out in the Licence Agreement 2017

To say that they are justiciable is an understatement. I respectfully request that the Valuation be rescinded and that any increase be kept to the CPI.

Very finally I invite the Council to seriously recognise the input of stallholders and commence discussions to provide us with co decision making powers for the governance of Salamanca Market to avoid costly errors and achieve mutually acceptable outcomes for the continuing success of Salamanca Market.

If generosity in the sun \$14 million can be extended to a super national company with a guarantee of profits in perpetuity; then I respectfully claim that a similar but non monetary gesture ought to be provided to Stallholders to have a say in what are their proprietary interests.

Jon Jovanovic



25th April 2023

Dear Councillors and Salamanca Market Staff

I appreciate this opportunity to share my submission for your consideration. I am writing to you for support in relation to the matters impacting Salamanca Market stallholders.

My family have a strong association with Salamanca Market. We have invested heavily in Salamanca Market. Our people and our Businesses have contributed to the fabric of Salamanca market for two generations. The Market holds an important place in our family history. This is something we are proud of. I am a local small business owner, along with my sister. We have been retailing and working at the market for our whole lives. We are committed to preserving and protecting what is still one of Australia's premiere open-air markets for the next generation.

I am writing to you to raise my concerns about the management of Salamanca market by Hobart City Council. In particular, my concerns relate to ongoing issues with communication, transparency and accountability.

For context:

SOCIAL HERITAGE VALUE:

Before Hobart City Council recently caused many unnecessary struggles for Stall Holders. Salamanca had a reputation as a low-cost, low risk way for Artisans, designers, entrepreneurs, those unemployed, small produces/crafts people to launch the careers or businesses. This value should not be underestimated and forgotten by the recent bureaucratic over-management and corporatisation. It is a market for the people. It should not be misguidedly steered in the direction of soulless "Woolworths" big business models that swallow up small producers and local business. This would be a poor representation of the heart of Hobart city which is in fact much more unique, richer and full of local talent. The whole notion of raising rental rates at a time when most small businesses can barely survive inflation and the ever-increasing cost of living, is ill conceived. If they don't rethink the position on the rent increase and trying to erase permanent licence rights / value, they run the risk of managing an empty market as well as impacting the Businesses in the streets surrounding Hobart CBD.

DIVERSE and INCLUSIVE:

The Market is an eclectic mix of handmade, imported, designed and grown products. Just as eclectic are the many wonderful folk that arrive each Saturday to have a stall. The market is about more than just an opportunity to sell your product, it is a community of friends and family and a Hobart institution.

From an arts perspective, Salamanca is unique because it supports grassroots people and offers them a chance to do business or share their talent. We fear these people will not be able to afford the ever-increasing onerous workload and rapidly rising overheads in the future. It has been a low-risk incubator for some great local businesses. Markets like ours, have traditionally had low overheads to make shopping there "affordable". We have shopping malls and large multinational retail everywhere and anywhere in the world.

This argument is about more than commerce and retail. It's short-sighted thinking to try to drive the price to participate at the Market out of reach of the average student, semi-retired, pensioner or start-up business. This will be a barrier for many people, and then the only people who can afford to do business there are those who are already experienced or have stable finance /income to rely on. Chains or established brands. They are already well represented in our city. The reason that Salamanca Market stallholders matters to me is that it has been an inclusive community hub of culturally and linguistically diverse people for 50 years now. People who trade there, travel from all over Tasmania to represent our state and engage & support each other and market customers.

KEY ISSUES:

Recently HCC undertook an evaluation to support their choice to raise rents. They also claimed to consult with all stallholders, (or the Stallholder Association), this has been a misleading and the deceitful assertion. We were invited to attend workshops (that were poorly attended) that appear to now be used to justify sweeping changes to the licenses, permanent stallholder assets and terms.

These changes are largely detrimental to the future of our investments and small Businesses in Salamanca Place. I do not want to argue with every detail of the licenses here but there are some fundamentals that unfairly disadvantage stallholders and the considerable stress this is causing for so many people should be emphasised.

I disagree with the comparisons HCC made with larger capital city markets (in their published FAQ online) Arts Centre in Melbourne or "The Rocks" in Sydney have been used to justify some of the changes the HCC are proposing.

For instance, these markets do not require you to purchase a site / licence (as we were forced to) by taking out a loan, as many stallholders have been required to do in order to buy permanent licenses and security with our site location. Some of these licenses/locations and goodwill have cost over \$50,000. Personally, when I was on unpaid Maternity leave, as a Business start-up, I chose to go into debt to purchase a site license/site rather than pay of my University HECS debt. I am now paying this off with indexation, while raising 3 children.

Our business confidence is currently low, due to the uncertainty and inequitable way HCC is managing the Market changes to licenses and rent. We are not opposed to change; we are progressive thinkers and want Hobart to thrive as a city. We are asking for a voice and for transparency and accountability from the local Council.

Many of the interstate markets used in the comparison even supply the Marquees (ours cost thousands and needs regularly repairing or replacing due to weather damage), they also supply tables/display infrastructure. Some of these markets even provide large storage containers to secure stallholders' goods between markets. This is something we must pay extra for too. We are not provided with any such provisions or services.

Unfortunately based on surveys like this one run on the 19th March 2023, we are misunderstood, (scroll down his page to find it & read all the comments shared).

<https://www.facebook.com/people/Councillor-Ryan-Posselt-Hobart/100079105122762/>

ECONOMICS:

This is only one example shared, but many stallholders felt this was tone-deaf and was misrepresenting the true cost/impact of site rent rises & changes to our license agreement. This perhaps reflects that Council and others in the community may not have been self-employed or run a small business before?

They haven't seen first-hand the financial risks that we face. From pandemic, inflation, supply chain issues, labour shortages there are no shortage of challenges that have impacted our small businesses in recent times. With some people anticipating an economic recession ...is it really justified for HCC to be setting a limitless management budget for themselves to spend, while stall holders' foot the bill?

The Federal Government regularly say that "small businesses are the lifeblood of the economy and the community". They build jobs, increase productivity, support tourism and capitalise on growth opportunities. As someone who has invested heavily in Salamanca Market, I do not feel that the local Council respect this or currently support us in an authentic way.

Like all small businesses, the "hidden" time and costs involved in running our market stall from 5-6 am in the morning till 4:30-5pm pm in the afternoon are many. Many stallholders do not make enough to live on and are from low soci-economic backgrounds, are students, previously unemployed, new Migrants or semi-retired people living on a pension. Probably some of the most economically and socially vulnerable in our community, they are not high-income earners with financial buffers to keep absorbing rising costs. In brief just some of our personal overheads include:

- paying ourselves a wage/super or staffing the stall with no less than 2 casual employees, paid at weekend, penalty rates. (Some other larger stalls these staff expenditures are larger).
- Software and web development fees
- Environmentally sustainable packaging.
- Design and photography
- Financial support/accounting/ software expenses
- managing debt and interest on our stock/business loans, ensuring we have the cash flow to stock and supply our customers with great products, locally (Australian) made at a premium price, we need to invest to buy stock, as any other retailer is required - to manage stock levels, storage and transport weekly. This costs time and money
- payment for insurance and table rent, car parking for staff and stall holders for the day, the Council took our previous parking away for no logical reason and refused to assist us with alternatives to store our stock or vehicle.
- We are also at the mercy of seasonal changes, weather heavily impacts foot traffic and in turn sales, with only one day a week to make sales, promote our businesses, this can be unpredictable and make life difficult if there are limited customers/sales for our one day of trade to make our whole week's revenue.

Note, there are no doubt expenses our business incurs each week, not listed above.

LICENCE CHANGES:

The recent "proposed draft contract" between Stall Holders and the city has included:

- Excessive increases to weekly site fees for permanent license and site owners.
- A key item in the proposed license agreement is also the Grandfather clause (clause 32) and how this will affect the eventual sale of 113 Stallholders (perhaps an estimated 40% of the market stallholders) if they decide to sell their businesses their existing stalls, they will become worthless and only worth the value of a blank site. This effectively robs people of their investment to acquire the site/permanent license.
- If they are wanting to update and transform the management / licence, then we need to be compensated for the existing licence that we went into debt to acquire. Quite the opposite is being insinuated through the information we have been told so far? Currently HCC and some of the stakeholders (who are

- not financially invested in the Market) are spreading misinformation that the licenses were never tradeable. This is inaccurate and bordering on ridiculous.
- To be fair on current management they have inherited many mismanaged historical problems, maybe they were not resolved in the previous management approach? We are open to renegotiate licences but not so that it disadvantages us financially.

FAIRNESS:

Perhaps just as worrying to many stallholders in the same position, HCC management seem to be in the process of undermining the rights & commercial value of our licences. This means that we are also reassessing what we will do in terms of future investment with our small business. We may choose to trade elsewhere if the situation continues to be destructive to our business goals and investments.

A Councillor recently asked stallholders in a meeting, what the "real cost" is to a rent rise for the average stallholder. When it comes at to the average stallholder, in my opinion to increase stall rent prices will drive most of the next generation of innovators, artists, makers, craftspeople away.

They will no longer see Salamanca Market as somewhere that they are able to risk weekly overheads and the talent will fade. Just like it has in the Salamanca Arts Centre. In turn the reputation of Salamanca will be compromised.

Council is quietly making changes that transform the lease agreements to make the permanent sites/leases obsolete or unsaleable. To begin with this is completely unethical. It's a negligent and appalling way to treat the local families who have built Salamanca to be the beautiful Market it is today.

PERSONAL IMPACT:

What a significant site fee increase means for me, and my family is a complete reassessment of our commitment to trade at Salamanca Market long term in the same capacity we have for many years.

- We would not be able to pay the 2 casual staff we employ on an ongoing basis, both University students.
 - o Would no longer be able to afford to buy lunch/coffee or other products while at the market, unable to financially support fellow stallholders/businesses. We would reduce the amount we "buy local"
 - o *NOTE: As HCC also took away our parking recently, I do not bring my 3 children to the market as often as previously did,, because we are working, we need to park close, the short-term parking is too expensive, and the stress or risk of expensive parking fines is not worth the risk to our weekly budget.*

- We would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. We never take absences all year round, we are always in attendance, but price increase would force it, due to higher break-even point. (For some people the Market is also just a hobby, so they do not make enough to cover their time/rent).
- Our retail prices will rise. Our suppliers are already increasing prices and even freight costs have increased for us, this is already placing pressure on our shrinking profit margins.

THE REAL COST

Businesses like our products (made in Australia) will be forced to increase the prices of our goods/products, if the market's management presses ahead with plans so this has an impact for our whole community. Everyone will be paying more, not just stallholders. Many of the license changes are disadvantaging permanent licence holders, by undermining their license values, flexibility and rights to conduct their businesses in a way that benefits them.

Location- prime locations were always commercially valued higher than sites located further from amenities / parking/ overshadowed /cramped/smaller etc etc. Relocating people's sites without their agreement/consent and refusing to assist those who has requested moves that can easily be negotiated or compensated. There have been no incentives or provisions made for how extremely time consuming these processes are and, in some cases, (like ours) we custom built a stall design that was bespoke and designed specifically around fitting into the space/site area we purchased and were permitted to occupy weekly with our licence.

More License issues/concerns: Council consistently confuse their role, they have a record/history of making inconsistent decisions and over-stepping their role to show bias, or to actively obstruct or support individual stall holders. This is evidenced verbally with witnesses and written correspondence; many of us have received over the years. We feel excluded and for good reason.

SOLUTIONS:

I am asking that Councillors and HCC market management can think of this through the lens of people before profit. Why can't we be guided by collaborative, intelligent problem solving that makes changes for the benefit of stallholders and their livelihoods. We are asking for better communication and changes that empower small Businesses who have all invested heavily in Salamanca Market. The market is about more than just an opportunity to sell your product, it is a community of friends and family and a Hobart institution. Please do not destroy the spirit of our Market by relentless over-management, limiting our rights and increasing greedy fee hikes. This approach shows a complete lack of Business sense and lacks integrity.

Could it be considered that Council:

-Offer financial/ location incentives for change to peoples' investments. Currently they are disadvantaging licence holders by undermining their stability and location is unethical. They purchased these prime locations at a premium cost and now Council management have decided to park random "seedlab" tents into these spaces with no consultation or consideration to competition/fairness.

If we have now lost the commercial value of our licence, then we are unlikely to be loyal to Salamanca Market as a place we choose to trade and invest.

We have many other retail options open to us. In our experience over the years Council rarely consistently abides by their own guidelines which leaves us open to unpredictable outcomes. In some cases, they have lost credibility because they have not even followed their own rules.

1. Like most stallholders, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.
 2. It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 day's notice.
 3. Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.
 4. Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. If additional stall is selling a different product line it should not be an issue.
-
1. Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of

the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

6. The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Independent Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are reasonable. However, it should be stated that council tries to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

PARKING

Another relevant and recent issue has been, losing the market parking for stallholders and surrounding areas - Currently I hear several customers a week, as well as staff comment that there's nowhere to park or that the parking is totally unaffordable, so they cannot attend for longer than an 1/2 hours at a time. Limiting what they spend. Very similar to the issues the North Hobart businesses faced when the meters were rolled out ...

This may be interpreted as empty criticism, but it really is embarrassing for our city when tourists from other capital cities are each week remarking that the parking is incredibly over-priced. If we have now lost the commercial value of our licence, then

we are unlikely to be loyal to Salamanca Market as a place we choose to trade and invest. We have many other retail options open to us.

Community before profit. Small is valuable and sustainable and the improvements need to be guided by clever planning and successful communications that empower the small businesses who have invested heavily in the success of Salamanca Market.

Changing this to return to be a reasonable expense really is a very impactful way to improve our small businesses and would be very easily implemented. Limiting practical / affordable parking options and accessibility has really had an impact for our business and many others in Salamanca Place on Saturday market day. Hiking fees and demanding expensive stall fit outs is also unreasonable. The stallholders feel the spirit of the market is being destroyed by management because many unnecessary parking restrictions and additional expenses are being forced upon them. We know Salamanca Market makes a profit but it is also nonsense that everything must make a profit, it's a community service. Launceston local volunteers do the jobs that HCC council claim they need almost 10 staff to do weekly- I am sure their penalty rates do not come cheap? Council has huge wage bill with all the bells and whistles, even though small business owners do not.

If as the Council states in their communications online: We are interested in what the public want the market to evolve into & reinvest and respond effectively to stallholder requests and patron expectations. Even the stall rent comparison with another successful Tasmanian market (Harvest) is not a balanced fair comparison. This market is completely different in almost every way to Salamanca Market. It is structured differently, managed differently and virtually has nothing in common with Salamanca except for the emphasis on local produce & it being located in Tasmania.

What this also fails to consider is that the farmer's market is managed as a "non for profit" board managed / run market. It's privately owned, so it doesn't employ & pay an army of staff, marketing, entertainment and stallholder "education" or admin budget. They are not Council owned/run.

What is inspiring to read about this Launceston market (on their website) is that it is a group of skilled, well qualified and community minded people who want their local market to thrive. They appear to have a progressive positive team behind them.

We have many people who are also capable of those things and unfortunately HCC have been on such a mission to have a power struggle with stallholders that we are now often wasting so many resources on both sides to have pointless agreements about illogical decisions that are made by "council discretion". With no oversight or accountability to focus on what matters and support stallholders.

Salamanca truly has been an Incubator for small businesses, innovators, artists, designers. Salamanca market management then became over involved in things that were not at all in their role description / scope. They seemed to find more and more ways to control people who had stalls to the extent that many people (particularly

new businesses / casual stallholders who used to become committed permanent holders in years past) have become discouraged and chosen other markets to attend. These markets without all the red tape and council conflict to battle.

I can name several other small local businesses I know who chose to avoid Salamanca market because it wasn't worth all the headaches and uncertainty for their businesses. Their focus needed to be their making/ craft/ art & keeping their business afloat not arguing with Market stall management or feeling unwelcome and unsupported by all the arbitrary rules and regulations AND of course rapidly rising fees!

I strongly feel that markets are community spaces, democratic spaces, for people to congregate. Places to buy local food, socialise or to see independent artists/crafts people etc. They should represent our community which is socially and economically diverse. They are a necessity. Salamanca is not perfect but please don't misguidedly gentrify it with TV / Woolworths inspired bespoke, artisanal, gourmet options, pitched at the elite only.

Council may not realise many stall holders are carrying big debts that were accumulated while surviving the height of the pandemic lockdowns. These kind of rent hikes would see some just walk away from their businesses. The Market is a huge community attraction for ratepayers, the general public and visitors to the city. The council needs to rethink its position on the rent increase, or it runs the risk of managing an empty market as well as impacting on retailers in the streets nearby.

Council's whole notion and approach is ill conceived- it should not be based on their financial viability at all. It provides a community service (so should be a cost or cost recovery at best). They own and have clear Title on the land, so their only cost is building maintenance. I.e. Why is there any charge for stall holders at all?

The politics over the years have been very unconstructive and things like erasing customer access to affordable parking, making illogical and unjustified demands on stallholders about our own access / parking have further strained relations. Over the years, some of the unnecessary and conflict and issues such as parking conflict, (decreasing the availability and increasing the prices of everything). In the meantime, over stepping their responsibilities in relation to individual business management, micro managing buskers or street premiers / artists and claiming bills for "entertainment".

Perhaps a good example of the adversarial approach of Council management is the best understood through reading the lengthy list of positive behaviour reminders they have stipulates in the new license agreements. They are lengthy, repetitive & condescending.

There are also a considerable number of permanent sites currently for sale online a strong indicator that with so much negativity people have lost confidence and love for Salamanca Place as a place to collaborate and do business. What an ill-timed

rent increase. One only needs to visit all the vacant shops and closing down sales in retailers in our city. Rent increases and price hikes will only make this more common if stallholders are left with big rent bills & unreasonable lease requirements.

Unfortunately, instead of working with us to enhance and continually improve this world class business place Hobart City Council has been obstructive and uncooperative with Stallholders. It is unprofessional and unnecessary. We feel this limits our businesses, creates unnecessary negative relationships between Stall Holders and Hobart City staff. Morale is low and people have lost trust and respect for how Hobart city council have approached us with a dismissive underhanded refusal to engage in meaningful consultation. As a collective of small businesses, we are not opposed to change. We are progressive thinkers and want Salamanca to thrive. We are asking for a voice, and we are asking for transparency and accountability from HCC.

Our market is an icon, and the community is what makes it iconic. We as stallholders deserve support. Salamanca Market deserves protection.

Thank you for your time,

Josephine van den Berg.

Judy Holubnytschj

Nitchi Design

I am in agreement with the HCC in relation to fee rises. The fee we pay to have a permanent site at Salamanca are reasonable and a fee rise is inevitable given that everything we do with running a successful business and making our product has risen. I do not agree with the SMSA with all the things being said from them and stallholders affiliated with them as it is giving the market and stallholders a bad name and makes us look ridiculous over a stall site increase that reflects the massive market it is. I feel the market workers and office staff and council do a wonderful job of running Salamanca and I and my husband appreciate everything they have gone out of their way to do for us over the years. I am more than happy to sign the agreement but one thing that I would like is the contract to be for a 5 year term.

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Judy & Amy Bowerman and we have been stallholders at Salamanca Market for 12 years with our business 'Vintage Prints'.

I am writing this submission to you as we are extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, ourselves included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

A significant site fee increase would mean for us:

- Would no longer be able to employ our 5 staff
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders
- Material prices have gone up considerably recently which means our prices have needed to increase and we believe further increases in our stock prices would see a huge decline in sales

- We paid \$100,000 for our most recent stall (site only) in 2016, we believe our site would be sold at a loss if we were to sell now

The market can continue to break even and prosper. We encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, we propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read our thoughts. Please contact us on [REDACTED] if you wish to discuss the matter further. We sincerely hope you will take onboard our objections and we look forward to further engagement on the matter.

Best wishes,
Judy & Amy Bowerman

Kim Woodcock,
KNeW Clothing Co. & Och,Aye,



Site No. 56

I totally reject the site increases over current CPI and capped at 10%.

I feel the valuation is flawed in too many aspects to list.

I also feel jobs will be lost at Salamanca Market if these recommended increases go through.

Hundreds of casual staff are employed by stallholders every Saturday and even during the week in these small businesses. As any prudent business knows it is easier the cut costs as opposed to increasing prices,

As for the new licence agreement I am most unhappy with the changes to certain clauses, especially the grandfather clause as this will further reduce resale values and as we are well aware businesses for sale are at an all time high and I would say the uncertainty around the new licence would be a contributing factor.

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Knut Mueller and I have been a stallholder at Salamanca Market for about six years with my business 'k.mueller Design, Studio Jewellers' site 259.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's No 1 tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a considerable profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making our uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale, including mine because I have a five hour trip to come to the market, which is placing undue stress on my health and especially since our takings are not commensurate with the effort we put in. I did mediocre business leading up to Christmas and this year so far has been terrible. This is despite having repriced my work (which was very reasonably priced to start with, especially since all my costs have gone up) last October to encourage cash flow and having innovated some cheaper product lines. Over 4 market days in January, we took in \$2429.91, February \$3519.78 and March \$2697.16. Some of my fixed costs are diesel (40 hrs driving a month) \$600, stall fee \$322.48, insurance (van) \$49.36, registration (van) \$63.38 adding up to \$1,035.22 for four trading days and this doesn't include Tires (which I urgently need) or other repairs and costs. Out of the twelve trading days, we had three that didn't cover our fixed costs and another three where we made less than \$100 over. In other words, half the time we were going backwards during what normally would be the best months of the year. My material costs make up about half of the sale price, so you can see that I have been taking value out of my business, in the form of materials, I have not been able to replace.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra

people to the market or help stallholders. In fact, they can cause congestion and impede sales. No visitor is going to look at stallholders products, let alone buy them while they are being distracted by puppets or listening to music.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. And this includes current and proposed staff, to meddle in our businesses and teach us how to run them, despite most of us having been in business for decades.

Here are some examples of what a significant site fee increase would do to my business:

- *We would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders*
- *I would take full eight weeks absence during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down.*

And some "bigger picture" examples of how my business is already impacted by global issues:

- *My material costs have gone up significantly since last October with Gold up 25% and Silver 45%, costs from my suppliers are up even more since their costs, especially energy, have gone up drastically. This is also true for my costs of production.*
- *I used to do very well at Salamanca market, but I cut my prices by about 20% in October (to encourage cash flow) and now with increased costs of production, my profit margins have shrunk by more than 50% and we are still finding it hard to close a sale*
- *I bought my stall about six years ago for \$45,000, was happy to since I expected my investment to appreciate. Unfortunately I had to borrow most of the money from friends and other creditors. I managed to pay back close to \$20,000 in the next few years, but still owe more than \$25,000, we all know what happened in the meantime, while there was no market, we still had to service loans, with no hope of reducing the principle.*

The market can continue to break even and prosper. I encourage council to rein in spending, concentrate on the core business of running the market and stop spending more of our stall fees on turning the market into a circus with side shows, to the detriment of stallholders. In the interest of fairness and sustainability, I propose a complete revision of how the stall fees are calculated. We have to ask ourselves what is actually important? That the future and viability of Tasmania's No 1 tourist attraction, that Councillor Bill Harvey said contributed around \$40 million to the local economy after Salamanca won Gold in 2017, be safeguarded and assured? Or that HCC tries to turn it into a cash cow, to finance god only knows what? That the extra revenue will be spent on the market is a ridiculous assertion by management and belied by the historical fact that about 30 cents in the dollar of stallholder fees have been spent on City improvements outside of the market.

Of course it's not easy to formulate precise arguments, since management is not open and accountable about their financial position, despite numerous requests and having this requirement under State Government law. So first we need total transparency and openness, before we can have a real discussion about fair stall fees and then management should focus on just running the market, which got to being Tasmania's No 1 tourist attraction without all these "activations" (I always thought I had a good grasp of the English

language). Salamanca Market does enough for Tasmania without having to make extra cash for HCC, so stallholder's fees should be kept at a minimum to ensure the survival of our small craft businesses in these uncertain times and during the coming recession.

Only a government employee on a recession proof salary (I heard you just got a raise?) could come up with the proposed fee increases in light of the current worldwide economic climate.

The current system of valuations needs to be scrapped. It is firstly unnecessary, secondly totally out of touch with reality and thirdly a waste of stallholder's money. Salamanca market is unique in its structure (stallholders have to buy in at a considerable investment, but get no services or help from management without paying extra) and cannot be compared to any other market in Tasmania or the Mainland especially in much bigger cities. They all have vastly different operating models and or much higher attendance.

Draft licence agreement:

It's been hard to justify the term "license *agreement*" since it has always been the case that management decreed and we had to agree if we wanted to trade. But now the power imbalance has tilted into the ridiculous, since absolutely everything is proposed to be at "council's sole discretion". This is despite the fact that stallholders **are** the market and have made it into Tasmania's No 1 tourist attraction.

Stallholders have collectively invested an estimated \$15 million in purchasing their stalls, with a further multiple of this invested in their small businesses.

This compares to HCC's big zero investment. So where does this hubris come from which has now soured relations with the HCC? How can management claim all power and only leave us responsibilities? And us being the only ones with skin in the game?

While council is only too quick to hold us responsible for regulatory compliance, they don't take their responsibilities quite as seriously. My stall is right in front of a waste water sump and at pack up time it often overflows and the effluent runs straight into the back of my stall. This was already a problem for my predecessors, so for all I know it could have been going on for 20 years or more.

I recently voiced my private opinion on the introduction of "docusigning" our expressions of interest for a new license agreement, at which time the 3+2 year term was introduced that wasn't discussed with the SMSA or stallholders and my worries about the direction management was taking the market to [REDACTED], who in turn threatened me with disciplinary action. An astonishing overreach that only reinforced my views. So council's sole discretion now includes bullying stallholders that don't agree with what they are doing. Unfortunately I'm not the only one that has received this treatment.

It should remain a 5-year licence rather than 3 + 2 years, as there is already a provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or

defacto relationship to a stallholder. As long as the additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words “...in accordance with Clause 14” regarding approved product line. These are the sub-clauses that remove the protection of the ‘Grandfather clause’ for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increases are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to “14 days” should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.

As stated above, I do not agree with the current valuation process, but since the chances of my views being adopted in the future are slim, I will put my support behind the SMSA’s requests.

- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the “letter of instruction” (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.
3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Kind regards

Knut Mueller

Dear Lord Mayor, Elected Members, Council Officers, Salamanca Management and to whom else it may concern,

My name is Kylie Berry and I have been a stallholder at Salamanca Market for 7 years with my business The Art of Words Studio, Site 147.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

I oppose the proposed site fee increases as I feel that they will be detrimental to Salamanca Market. I feel the Market is a wonderful opportunity for creators such as myself, and something that the Hobart City Council should be very proud of. I do worry that the fees will be the beginning of the end of the market. I share my following thoughts as to why I feel this way and some solutions that may be worth considering:

We purchased our stall in November 2019 for \$47,000. I am servicing a \$40,000 loan and the interest rates are now going up. I have to pay \$50 a week just in interest and that's without paying any capital off the loan. If the fees are increased as proposed, in 5 years, I will have site fees of at least \$150, plus at least \$50 interest off my loan and \$50 off the capital. That's \$250 just to trade. That's without the cost of purchasing a marquee – which we have paid over \$1500 for, and all the other market set up. I also pay my daughter to come and help me out. I worked out I would need to make at least \$600 before I even start to make a profit. And during winter, that's virtually impossible!

I understand the new market fees are based on a commercial value which was made by an assessor. If my site is commercial valued currently at \$104.00 I am already paying above that with my current fee (\$67.24) and interest (\$50) and that's not paying anything off the capital. Has there been a survey done to see what capital stall holders have invested into their licensed stalls? I am sure you could get stall holders to provide a statement from their accountants that show the loan, the payments etc. Surely this should come into consideration?

I feel that there needs to be a definite advantage to being a licensed stall holder, over a casual. When I first joined the market, we had to ring 10 days in advance on a Thursday morning to secure a trading spot. As annoying as this practice was, I think it had a few advantages. As a casual I had no guarantee of trade, so if [REDACTED] offered me a spot, I took it, as I really didn't know when I would get a spot again – especially over summer. I personally traded at least 40 weeks out of 52 at one point. I feel with the new system, people are not trading as regularly, and that's why you are needing more and more casuals to fill the spots.

I believe that you can turn this situation around with the current booking system. If you are taking bookings in 4 week blocks, there could be a fee scale to match. I propose that the

people that only trade once per month should be paying double what a licenced stall holder is. It's a premium as you only have to turn up once a month. For example:

Licenced Stall Holder approx fee: \$75

Casual Stall Holder approx fee: \$150

When the Casual Stall Holder is willing to commit to trade more weeks out of the month, they are compensated:

Example:

Trade 1 week per month: \$150 per week

Trade 2 weeks per month: \$145 per week

Trade 3 weeks per month: \$140 per week

Trade 4 weeks per month: \$135 per week

I feel if you implemented something like the above, the market will be at capacity and you will make plenty of money in fees. If you go with your proposed fee rise, you will lose Licenced Stall holders and be left with non-committed casuals. And therefore lose fees.

Does the Hobart City Council have a Mission Statement or a Strategic Direction in which they operate under in regards to Salamanca Market? Perhaps such a document should be drawn up to ensure the ongoing success of the market. If such a document existed, it would be beneficial when considering the proposed fee increases. It could be used to identify what has made the market successful over the past 50 years, and how to protect that. If we don't have a clear outline of these objectives, what has made the market a success could be eroded over time with poor short term decisions.

Here are some of my personal ideas about objectives and how they may be effected by the site fee increase. Obviously this is just one point of view from someone who has only traded for 7 years, so I am sure there are other much more seasoned points of view to be added.

Objectives could include such things as:

1. Salamanca Market operates at 100% capacity
2. Salamanca Market has a diverse range of products
3. Salamanca Market is the number one tourist attraction in Tasmania
4. Investors in Salamanca Market retain their capital investment.

If we have aims such as listed above, when decisions like increasing the site fees are being made, we must identify how the increases may affect these outcomes.

These are my thoughts how the site fee rises could effect these important objectives:

1. Salamanca Market operates at least 100% capacity

It should be a prime objective of the HCC for the market to run at 100% capacity. If this is not happening, there must be reasons that need to be uncovered and addressed. If the

market was running at 100% capacity, this would mean more income for the HCC, and a better market. By increasing the site fees I feel that you will lose more licensed stall holders. There are already 29 sites for sale and this is sure to rise. I know the fee increase has certainly made me think differently about my future at the market.

I personally have had to decrease the profit margin on my products so that I have a higher turnover of sales. Perhaps management could use the same principal. Less fees, but higher amount of occupancy would be better than more fees and less occupancy.

Council also needs to consider that after COVID, it became very obvious of the uncertainty around the market. That things could shut down overnight without warning, and our livelihoods taken away. We survived the toughest couple of years, and now these site fees are a kick in the guts for those that come through the other end. Who would invest in the market when we have so little control over decisions? This is very obvious by the 29 stalls currently for sale and the devaluation of the stalls.

2. Salamanca Market has a diverse range of products

Once again, this will be effected by fee increases. Small artisan stalls will find it increasingly hard to find incentive to turn up. They simply do not have the profit margin to cover the increase in rent. They would not be able to produce enough stock to turn up every week. The higher cost of rent will encourage large corporate businesses to trade at the market, as they can afford the rental with their high turn over products. So therefore the diversity of the market will be heavily impacted by rent increases.

3. Salamanca Market is the number one tourist attraction in Tasmania

This is something that must be maintained. And it won't happen with glossy brochures and advertising. It happens through great stalls, amazing products, and happy stall holders. It happens when the market stalls are at 100% capacity, even through winter. Visitors need to know that market is bursting full of produce every Saturday, rain, hail or shine. And they will turn up.

If site fees are increased, the incentive to turn up for stall holders decreases. To set up and pack down in the rain, lose your Saturday with your family, for maybe \$100 in your pocket once rental is paid? Fee increase will mean more gaps in the market - especially over winter - which will effect the experience for the visitors and diminish the Salamanca Market Brand.

4. Investors in Salamanca Market retain their capital investment.

The licensed stall holders have put their savings into becoming a part of Salamanca Market. Some of us have invested large amounts of money for the privilege of being able to trade on the one site. On top of this we also need to pay rental and are only allowed 8 weeks off every year. This is a huge commitment. At the moment there are 29 stalls for sale (listed on the website – 27.4.23). When purchasing my site, I was told by a HCC staff member that the

price of the stalls coincide with the real estate market. If this was the case, my stall would have increased in price since the purchase just before Covid hit. Instead it has halved in value. There is an obvious problem at the moment in regards to the value of the stalls, and many stall holders have lost the value in their capital investment. If this situation is not turned around soon, it could become a huge issue for the market.

By increasing fees, this is sure to drive the value of the stalls down even more. When we purchased the site, we did think that the set up of selling "leases" was unusual. But this is obviously something that has been encouraged by the HCC, so we trusted the process. It must be within a Mission Statement to protect these leases, and priority needs to be made to manage them appropriately. Sometimes I feel there is an attitude of hand washing towards the licences, and this is not fair. It has been allowed and encouraged by the HCC, so therefore needs to be taken seriously.

Obviously I have just come up with 4 objectives that I think are important. I am in no way an experienced Stall Holder, nor do I understand all the ins and outs of market operation. But I am a self employed business owner that understands the decision mindset of people such as myself.

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.

33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic,

safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Kylie Berry

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Lauren Clarke and I have been a stallholder at Salamanca Market for 12 years with my business

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales. For example when the Children's symphony orchestra played the market shopping stopped, people left and we were in a ghost town. We, the stallholders **are** the entertainment, we want our customers to be focused on us not outside distractions.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Last financial year my profit was \$4873, this year so far sales for me have been slightly higher. But due to all my costs increasing I won't be anticipating much more of a profit that last financial year unfortunately.

Currently rent stands around the \$4000 p/year mark, If we take into account the proposed rent increase by the end of the licence term, which looks to me to be at 130%. That eats basically my entire profit margin.

I am a one woman show, I make and do everything in my business. I can't make anymore than I do now, I can't employ someone to help. I've had to lower my prices to ensure I still get sales. I will never be able to make the sales I would need to be ok with this price hike. Instead I would have to take my 8 allowed weeks off at my quietest time, which is winter. Look at doing other markets (including outer state) and bumping up my online presence. Currently I sell exclusively at Salamanca and have done for the past 12 years, I'd really like to continue doing that but with these costs I don't think I'd be able to.

I would like to add that the trust stallholders have had in the city has been shattered by these recent events, also some loyalty has gone too. I've loved Salamanca market for many years and given it so much of me (at times to the detriment of my family and health) I and many others have a strong feeling that we are under appreciated and replaceable. If the rent increase is allowed, what happens when the next term comes, another rise? I and many other stallholders will be forced to leave, there will be no new stallholders ready to come in because they too won't be able to afford to trade and Salamanca Market will be a husk of the vibrant market it once was.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

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the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Licence, Term and Obligation to Trade Clause 4

In consideration of the Site Fee, the Council agrees to licence to the Licensee the non-exclusive right to Occupy the Stall Site in accordance with the terms and conditions of this Agreement.

This needs to be removed as Licenced sites were purchased for a particular site and in many cases in a particular area/size. Having our permanent site ensures returning customers can find us, we have a working relationship with the stallholders around us including years of fine tuning the bump in/out process so it runs smoothly and keeping an eye out on security for each other

Licence Renewal Clause 8 (a) i

payment of the Site Fee, Marketing Levy, Compliance Checking Fee and any other fees or monies payable under this Agreement when due;

Why is this 'Compliance Checking Fee' even in this agreement – this is an additional cost applied to us stallholders and for what reason? Surely the majority of us stallholders have what is in our agreement, this is unnecessary over management and needs to be removed!

Site Fees and Adjustment Clause 32 (c)

the Compliance Checking Fee within thirty (30) days from the date of the Council's invoice

This 'Compliance Checking Fee' is an unwanted additional fee on top of rising fees. It is also unnecessary and is over management by Council.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please email me at [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Lauren Clarke

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Lauren Yomataris and I have been a stallholder at Salamanca Market for about 4 years, trading as a permanent from mid last year. To date I have enjoyed really good, positive relationships with market organisers and have yet been in the position I find myself, I am very much at odds with the current administrative decisions around fees and licences and I hope this can be resolved with relationships held intact, I do believe the administration does a brilliant job.

I was present this evening at the meeting and witnessed the deputations. I feel there was a missed opportunity to be clear on an answer to a question posed by Simon Behrakis.

The stall fee as a percentage of our income varies not just across business but day to day within business. For example, one trading day it might be worth 2%, another it might be worth 90%

I am probably one of the weirdest stalls at the market. I make fairy doors and fairy mushrooms for people to use as decoration for their pot plants. My product is wholly unique across the market, it is entirely handmade by me and I have poured 7 years of my time, tears and love into developing my brand and product. I am so proud of it. I am the exact sort of stallholder you are likely to lose with these hikes, reducing the market diversity.

I personally have had a day or two trading at the market where I have made less gross sales than the cost of my site for the day. Working all week making a product, getting up early, carting all the stock in, setting up, standing in the freezing cold, making idle conversation all day with strangers and walk away with 70 bucks but that has to go straight into the fee bucket for next month is not a good day. It's not always like that but far out, it is definitely not a cash cow and the days when it is really worth it, balances the bad days.

To get a better idea of my financial situation, I look at the average for the year and for me approximately 15-20% of my gross income pays fees. This doesn't include raw materials, the parking fees, the costs materials such as business cards or software, web fees, accounting fees etc. that go into running the business. Salamanca Market is my primary income for my business (online sales are about \$30 a week and is there for the professionalism of it, tourists love a website option.) My expenses at tax time land at about 70% of my income.

There is a comment swinging about that fee rises are the equivalent to the cost of a cup of coffee. And my response to that is, Yes it might be. But that coffee is bought from the coffee cart guy who spends most of his morning making brews for stallholders before patrons roll in, shall we do him out of business too? I spend way more at the market than stall fees, my kids come some days and it's lunch and sometimes breaky too for them, a lolly from the lady in pink, maybe a second hand book to read at the stall. It adds up, their presence adds atmosphere (especially when they challenge patrons to a chalk drawn hopscotch!) and it is all these little things that will be impacted and it's these little things that make our community pretty brilliant.

I also hire my niece for a couple hours in the afternoon. I won't be able to afford her if things don't pick up soon, she will be the first thing to go. My sales have been under average for a few months now and I didn't have a big summer like usual. I am also looking at the interest rates on my mortgage shooting through the roof and the 20k I paid for my site could be sitting in it offsetting a little. Things are so hard right now.

There is disincentive for casuals to buy in at the moment, stall values are plummeting and the fact that some people are relying on their stall value for their retirement package must be so concerning for them to see this disintegration of a system that had naturally evolved and reached harmony.

I would like to see the draft proposal scrapped, a new consultation process with stallholders entered to bring about a new license that works for all and fees capped at 10% as they have been for 50 years.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for

the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thanks for reading, I hope that if you are in support of the fee rise and draft agreement that you will really try to see it from our perspective and be open to us negotiating a more suitable fee increase and draft license, we do understand the need for it all, just maybe let’s do it a little differently. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Kind regards,

Lauren Yomataris
Whimsyland

25 April 2023

Hobart City Council
16 Elizabeth Street
HOBART TAS 7000

Dear Lord Mayor, Elected Members and Council Officers,

My name is Lisa Wise and I have been a casual stallholder at Salamanca Market for 6 years with my business Lisa Wise Ceramics.

I am making this submission as I am extremely concerned regarding the future of Salamanca Market and its Stallholders. The Market and its important local culture is under threat because of the proposed site fee increases.

The proposed rent increases are unreasonable and unnecessary, in particular, the short period of time that these fee increases are set to be implemented. The proposed fee increases will result in an unreasonable burden being placed on Salamanca Market's 300 small businesses which will result in a reduction of income for each Stallholder. To expect a small business like mine to increase revenue to cover such swift increases over a short period of time will, I fear, be the main contributing factor in the demise of many of these small hand-crafted business trading at Salamanca Market.

In my conversations with many stallholders, there is consideration being given to an exit strategy from the Market. The lack of consultation with Stallholders has created a distrust within the Market community with the Management Team and the Council and has caused a great deal of disharmony and distress.

Operating costs are having a massive impact on both the Stallholders and the Market and it is unreasonable to place this burden solely on the trade of the Stallholders. The cost of producing uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and production costs rising by 30% over the last year. The rent increases will place a further burden on the profitability of locally made products.

I implore members of the Council to reconsider these fee increases, perhaps to be implemented over a longer term. Consideration should also be given to the downturn in trading over 4 months of the year during Winter and also to the increases in regard to inflation and the possibility of a recession in the near future.

In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the Licence Agreements and Trading Agreements for casuals that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts in regard to these current issues. Please contact me on [REDACTED] or via telephone on [REDACTED] if you wish to discuss the matter further.

I sincerely hope you will take my objections into consideration, and I look forward to further engagement on the matter.

Kind regards,
Lisa Wise

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Lisa Yost and I have been a stallholder at Salamanca Market for 13 years with my business - Funky Pickle.

I am writing this submission to you as I am extremely concerned for the future of Salamanca Market, as it is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate as regularly as I have been at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin. I have talked to a few stallholders who have said it may not be worth them coming in winter, as sales may not cover the proposed site fees along with their business expenses.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. A Huge amount was spent on the fairy lights and the Basic Metal Christmas tree, This is very concerning and future spending really needs to be looked at. I understand some purchases need to be made to make the market more appealing, but not to an extreme level, and not at the stallholders expense.

A significant site fee increase-

- Would mean I'd be less likely to employ staff, which is necessary for me to work around family commitments.
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders.
- Would lead to more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down.
- Would add to extra costs, and it is hard enough as one of my material stockists have now increased by 400%, which makes product price sales uncertain.

The market can continue to break even and prosper. I encourage council to look at spending and alternative revenue streams. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 5-10% per annum. It

should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. I sincerely hope you will take onboard all stallholders objections and I look forward to further engagement on the matter.

Best wishes,
Lisa Yost

Dear Lord Mayor, elected members, council officers and To Whom It May Concern,

Our names are Loretta and David Olsen, our business is Toys to Enjoy and we are the stallholders at site 279. We have been stallholders at Salamanca Market (the Market) for fifty years. We are submitting this statement to you and the elected members as we are concerned at what the future holds for one of Tasmania's treasured events, Salamanca market.

Whilst trading at the Market we have witnessed many changes over the years. We have been honoured to see it develop into the best market in Australia and one which is recognised throughout the world. This is amazing when you consider that each permanent stallholder receives from the Hobart City Council (the Council) only the permission to operate their business on a section of roadway, in our case 4m by 5m, for 9.5 hours each Saturday. No other assistance from the Council is either expected or given.

Each of the permanent stallholders are small businesses, many of which have developed from being casual stallholders. These people have made a long term commitment to the market to see that it is successful.

Prior to being hit by COVID the Market was functioning really well, it is unfortunate that the chaos COVID created has proved to be so lasting.

As Hobart City Council ratepayers (HCC ratepayers) we were concerned that statements were being made that the HCC ratepayers were subsidising the Market. We, and our friends and family who hold property in the City of Hobart have always been of the belief that the Market was a money maker for the Council and do not agree that rates paid to the Council should be used to support the Market.

The whole concept of moving stalls is questionable. The person who suggested this needs to realise that for the Market to operate successfully the stall sites need to be permanently in one spot, there is no need for them to move. Each week the thing that changes is the clientele, which is the group of people attending the Market each week. The majority are first time attendees at the Market, the next group would be return customers and then a small group of locals. This means that the Market each week is a new experience for the majority of the people attending.

We are licenced stallholders of long standing and the following dot points reflect our feelings about the changes proposed by the City Market Team (CMT).

- We believe that the algorithm used to determine future fees is flawed and should be reworked. The new suggested fees are too high and will do nothing to help the Market.
- Licence agreements should be for five years with an option for a further five year renewal.
- The concept that the sites of licenced stallholders should become moveable makes no sense. Every week the thing that changes is that the whole Market is new to the majority of the people that attend on that day. They see the Market through fresh eyes where everything is new.
- Consideration should be given to bringing back some fun to the Market by encouraging the buskers, both young and old, who enlivened the day to return.
- The payment of professional musicians to hold concerts in a fixed spot should be discontinued. They are of little benefit to the majority of the stallholders and remove the opportunity for local community members to test their skills.

- The Council has a policy that excludes dogs from attending the Market. As this is Council policy the cost of the RSPCA pound should be on a pay for use basis and part of an arrangement between the RSPCA and the Council, quite separate from the Market.
- The lawn area at the silo end of Salamanca Place should be used as it was in the past by placing the tables and bean bags there for the pleasure of patrons.
- The findings of the workshops conducted by the CMT should be ignored. The failure of the CMT to inform the stallholders of the real purpose of the workshops and the effect that the deliberations at these workshops would have on the future of the Market means the workshop findings are not fit for purpose.
- All wording in Clause 16 which follows “.... in accordance with Clause 14” regarding approved product line should be removed. The proposed subclauses remove the protection of the “Grandfather clause” for those affected and will devalue licences without any financial consideration from the Council.
- The proposed wording of Clause 15(b) should be revised. Over the years we have seen many transfers that have been successful and to the ongoing advantage of the Market.
- The Council agreed to amend Clause 6 and change the *may* back to *will* in the first lines. Please honour your agreement.
- The method used to appoint a Valuer needs to be looked at. Surely in this day and age a suitable method can be found.

Thank you for the opportunity to provide this submission. We sincerely hope that, together, we can get the agreement process and content back on track and keep the Market's position as the best in Australia.

Please contact Loretta Olsen on [REDACTED] if you wish to discuss this submission.

ATT: Hobart City Council Elected Members

Our names are Louise Stevenson and Todd Leale and we have been stallholders at Salamanca Market for over 15 years with our business selling antiques and collectibles at site 94/95.

We are writing this submission against the proposed site fee increase and the proposed draft license agreement (in the current form) and as such ask you to vote against the motion as we are extremely concerned for the future of Salamanca Market, Tasmania's number one tourist attraction and one of the cultural and economic hearts of Hobart.

The proposed increase will result in an unfair burden being placed on Salamanca's 300+ small businesses and will ultimately discourage many stallholders from continuing to operate at the market. The rent increases could well be the final straw for us to sell our stall, leave the market and go online.

Conditions since COVID are already tough. Trading at Salamanca Market is not an easy proposition. Right now, nearly 10 % of stalls are for sale. Many are being offered at a loss. We stallholders are feeling the pressure.

The overall success of the market comes from the organic individual nature of each 300+ stallholders, not Market Management. Please do not kid yourself that changes by market management will be successful. Sorell market is a case in point. Sorell Market is now not a bustling country market due to market management increasing stall prices and putting strict controls on what can be traded.

General trade is down from pre-COVID years. Customers have less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and living costs continue to soar as we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't fully consult stallholders as to whether it's a good idea and they don't ask for our agreement to spend our site fees on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activities don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors, no doubt love the market. But the council is in danger of loving it to death if they keep on adding to operating costs.

There also seems to be mis-information being proffered via media outlets.

Mis-information

Among other mis-information that has been reported in various media a recent example is: as reported in the Sunday Tasmanian 23rd April 2023 Page 9. The extensive stallholder workshops were never advertised to stallholders that the brainstorming aspects of those workshops would be used as a justification for excessive site fee increases. And also from the workshops, amendments to the licence agreement that give market management more control and power. This is now being passed off as a consultation process with the 300+ stallholders. If this justification had been advised to all stallholders in an open and honest matter, then the outcome would have been totally different. Under no circumstances was this advised to stallholders.

In relation to the EMRS major stallholder survey in Feb 2023, the HCC should again have been open and honest in regards to using that survey as justification for excessive site fee increases.

This mis-information and lack of open and honest behaviour is amazingly disappointing and disingenuous from a stallholder's point of view as we are fully aware of what has and hasn't been advised and discussed.

Site fee increases:

In regards to the proposed site fee increases please note the following:

The council are looking to increase the site fees by 55% over a 5 year period (ref: Proposed 2023-24 Fees & Charges: Salamanca Market Apr 23). This does not include CPI Increases and other fees charged (mostly at full cost recovery – these are increasing as well).

This will raise a further \$750,000 in extra fees (Ref: HCC Stallholder License Agreement and Site Fees FAQ Apr 23)

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. Working within a 1 year forecast budget is a more prudent approach.

The 55% is over and above CPI increases over the five years. Already stallholders' site fees are due to increase by CPI of 7.5% in the 2023/24 year being the CPI % change for Hobart Dec 22. The CPI increase is applied to the following financial year from Dec the previous year (Ref: HCC Stallholder License Agreement and Site Fees FAQ Apr 23)

Justification for Site Fee Increases:

The valuation used by HCC to justify the proposed increases is somewhat floored. The markets used for comparison (Ref: HCC Stallholder License Agreement and Site Fees FAQ Apr 23) are not a true comparison as follows:

Harvest Market Launceston: This is a farmers market and a Not for Profit run by a Co-op. Permanent site holders are not required to purchase a site. City Population 100K

The Rocks Sydney: A marquee cover or being under cover is provided together with 1 trestle table. Partially open air. Permanent site holders are not required to purchase a site. City Population 6M

Bondi Sydney: Open air, Marquee hire available. Permanent site holders are not required to purchase a site. City Population 6M

Collective Market Brisbane – Open air, Marquee + 1 power point provided. Over 3 days and operates for 9hrs on Saturday. Permanent site holders are not required to purchase a site. City Population 2.5M

Paddington Sydney: Open air, Marquee hire available. Permanent site holders are not required to purchase a site. City Population 6M

Arts Centre Melbourne: Table and Marquee included, State Govt run and is for artists only. Permanent site holders are not required to purchase a site. City Population 5.2M

Whereas

Salamanca Market: Open air. Operates for 6.5 hours on Saturday. No Marquee provided, Must hire tables. Permanent site holders required to purchase sites for upwards \$30,000+. City Population 253K

The better comparison is a like for like market being Mindi Market NT, Eumundi Market QLD and Camberwell Market Victoria. All the aforementioned markets have similar fee structures to the current Salamanca fee structures.

Suggested Increase

There is no doubt that stall fees will rise. Given the high inflation environment we are all currently experiencing, the CPI rises in themselves will be significant with 7.5% CPI rise for 2023/24 financial year and where the RBA forecasts are 4.75% 2023 and 3% 2024 and 3% 2025 (refer RBA Feb 2023 Statement on Monetary Policy) stallholders are looking at around 18% (5 year) increase just for CPI. Add that to the proposed 55% increase, stallholders are looking at a staggering 70%+ increase over a five year period, not inclusive of the increases to the cost recovery fees!

This is unreasonable!

Increase suggested as follows:

Year 1

10.2% increase made up of the 2.7 CPI % increase for Dec 19 that would have been applied to 2020/21 year (not applied due to pandemic), together with the 7.5% CPI increase for Dec 22 (that will be applied)

Year 2

2.5% + CPI rise (forecast at 4.75%)

Year 3

2.5% + CPI rise (forecast at 3%)

Year 4

CPI rise (forecast at 3%)

Year 5

CPI rise (forecast at 3%)

Overall giving a rise of 28.95% (depending on forecasts) or an extra \$420K in operating income to HCC.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within The agreement for a licensee to terminate their agreement with 7 days notice.

The schedule only reflects 3 Years and the 3 + 2 years.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have or will invest in a licence need to have some degree of certainty of ongoing tenure considering the amount of money to purchase a permanent site.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or de facto relationship to a stallholder. As long as the additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increases proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, we suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meets monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders, not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. Council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg; pandemic, safety etc are ok. However, it should be stated that the council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Request

We are appealing to you to please vote against the proposed fee structure and License agreement in its current form to allow reasonable, open, honest and transparent negotiations to take place between the council and stallholders.

A 55% increase not inclusive of CPI increases or full cost recovery fee increases based on a secret dubious valuation report is unreasonable and will be pursued as such.

We are happy to discuss any of the above and can be contacted via Email.

Regards

Louise & Todd
Salamanca Site 94/95

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Lydia Marino and I have been a stallholder at Salamanca Market for 10 years with my business The Tasmanian Chilli Beer Company.

I am writing this submission to you because I believe the changes Council are making to the Licence Agreement are devaluing Licenced sites which will have an overall impact on the market diversity and long-term appeal.

Site fee increases:

Below is a list of impacts I see happening as a result of such a large increase in site fees.

- Council is already struggling to fill Casual sites at The Market, increasing site fees will only worsen this problem
- It discourages small craft business and start up businesses, as often, during a slow winter market, takings can be less than \$500 for small craft and some businesses
- With so many stalls already for sale, and casual sites being assured of an on-going site, with some occupying their preferred sites weeks on end, increasing the site fee is an extra disincentive to purchasing a site. Personally, we paid \$40K for our site in 2019, and currently I don't think we would even be able to sell it, or if we could, it would be worth 10-20K less!
- Council have overspent on many aspects of the market, including workshops, music, activities, 'celebrity' chefs, services, wages etc. This spending had not been previously discussed with the SMSA, in order to gauge what stallholders actually want and need. There has been secrecy surrounding how much is spent on certain programmes, and I feel this overspend has now translated into the proposed stall fee hike. Staff wages and pay increases within The Council are causing a major budget deficit. Can these expenses be reviewed and costs be trimmed to keep spending in check? Council needs to sit down with SMSA and talk about the market operating costs, considering it has such a direct impact on stall fees.
- Now is not the time to double site fees, many businesses are just beginning to recover from the Covid slump, and we need to ask ourselves if this kind of rise is sustainable in the future? Does this set a precedent for this sort of rise consistently?
- Small business costs are at an all time high for us. Price rises in freight, packaging, raw ingredients and services mean our margin is shrinking. Because of this, such a large increase in stall fees, for us, would mean we would have to significantly raise the price of our drinks at Salamanca Market.

Draft licence agreement:

Below is a summary of points of concern within the Draft Licence Agreement

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.
- Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.
- Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.
- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. If a product line has been approved for a five year term, it should not have to be re-approved on its sale, only on the renewal of the licence. These are the sub-clauses that This devalues licences without any financial consideration from council.
- The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.

33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically

be given a copy of the "letter of instruction" (This has not been provided by council for

the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon

receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the

HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can

negotiate a palatable outcome; without a second valuation report being required.

- 54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.
- 57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Lydia Marino

24 April 2023

Lynda Salmon

I would like to state an objection to the fee increase for Salamanca Market. I have been trading at the Market since I was a child – over 40 years now. We have been told that the increase in fees is necessary to pay for the perceived benefits in providing entertainment at the Market. I would like to say that any extra entertainment at or near Salamanca Market is extremely detrimental to our sales. When any entertainment is provided to the public on the lawns, the interior of the Market empties and people flock to the lawns and away from the stalls. I have photos to support this. Not only this, but the noise is deafening and it is very stressful and difficult to trade under these circumstances. It is extremely important that the stalls are the only source of entertainment at The Market. We alone have already made it the number 1 tourist attraction in Tasmania. Many of us have very slim margins. I make minimum wage working 6 days a week making handcrafted jewellery. In winter I often don't make enough to cover expenses and have to supplement my income with money put away over the summer months. I am not alone in this. Sadly, it seems that management have no concept of our lifestyle. Fee increases will also affect the value of the stalls and many of us rely on the equity in our stalls as superannuation. The stalls have already plummeted in value, and this will add to this problem. Fees should only rise with the CPI. The Market used to make a good profit for the Council. Why is it now making a loss? Increases with the CPI should cover any higher costs of running the Market. Stallholders should not be asked to pay for entertainment and the pet projects of management that are actually detrimental to our sales.

As requested I have signed your 'license renew template' (please see attached) but need to mention here that I am still getting my head around our original agreement signed a few months ago -- *let alone a new one that I was totally unaware of !?* I thus have made some enquiries and have received the information below. Please understand that all I want is to make an informed decision and make sure we negotiate any changes to future agreements in ways that will suit both parties -- landlord and tenant. I thus wish to add to the body of the template my intention to *"negotiate all and any future changes"* as the best way forward to agree towards our future Tenancy Agreements. Thanks for your understanding.

Kind regards, Marcos

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Under Australian contract law, a commercial landlord is generally allowed to renew a contract and change its terms, but there are certain legal requirements that must be met. Firstly, it is important to note that the terms of the original lease agreement will govern the renewal process, unless the parties agree to vary those terms. Therefore, it is crucial to carefully review the original lease agreement to determine what notice, if any, is required for a renewal and whether the landlord can change the terms of the lease. In general, commercial leases are governed by the laws of the relevant state or territory. Each jurisdiction may have different requirements for lease renewals, including the amount of notice required. For example, in New South Wales, a landlord must give a tenant *at least six months' notice before the end of the lease* if they do not intend to renew the lease. However, if the lease has a clause that allows for automatic renewal, the landlord may be required to give less notice.

Additionally, the landlord may be required to give notice to the tenant of any proposed changes to the lease terms. The amount of notice required for changes will depend on the terms of the lease and the jurisdiction in which it is governed.

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Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Margaret Forbes and I have been a stallholder at Salamanca Market for 38 years with my business

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

It is difficult to employ help now and with rent increases more so

Recently I have had comments from visitors saying "i thought this was a market however finding prices very high" relating to the market in general.

I myself have not increased my product prices for many many years one style in particular 10 years while at the same time the profit margin is eaten up with cost of operating the business and price increases from suppliers. Rent increases will definitely require me to increase prices

•

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be

written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
margaret forbes & megan bennett

To whom it may concern,

I am writing this as a participant of Salamanca market, as both a worker on a stall and a stallholder for 35 years plus. As a sole maker and seller I feel that any changes to the present market licence agreement concerning fees are not needed.

These changes will have the most impact on the small-scale artisan makers
These traders are the backbone of Salamanca market and the reason for its ongoing success.

On-sellers of mass manufactured goods can more easily absorb increases in costs by merely ordering more stock. This is not possible if high quality products are to be made week in week out, by single makers.

Therefore I urge that all councillors consider keeping the licence agreement as it is, especially in regards to the way the annual fees are increased

Other matters of concern to me are:

1. The over complexity of the market licence agreement.
2. Overspending of money on trivialities at the market that add nothing. (The market itself brings its popularity).
- 3 .Clause 72 should be removed. Intellectual property rights should remain with the artist/artisan and only be granted on request.

Yours faithfully,
Mark Doran (site 203)



Monday, March 20, 2023

Salamanca Market
Hobart City Council
GPO Box 503
Hobart, Tasmania, 7001

Salamanca Market – Revaluation of Site fees

Dear Hobart City Council,

I am concerned with the proposed site fee increases and that, if imposed as proposed, is likely to have a detrimental effect on the market – in stallholder numbers and average stallholder attendance. If council can keep site rentals at an affordable level, then the market will enjoy a fuller stallholder occupancy rate and the council can operate under a better financial position.

Proposed Site Fees

In my opinion, if these increases are implemented, the market may be at risk of failure or stagnation. Casual stalls will begin to balk at the rent increases (resulting in higher vacancy rates), marginal businesses may elect to cease to trade altogether and walk away, and the market could lose many of its' incubator / start up type businesses which make the market unique. If 300 plus stalls suddenly reduce to 250 or 200, the HCC will lose more money than it gains by site fee increases, and the reputation of the market may be forever tarnished. The council should balance cost recovery with sustaining / encouraging market stallholder participation - to keep the market vibrant to visitors and sustainable for businesses.

There is a concern that with 29 market stalls currently for sale on the HCC website (and I understand there are many more stalls waiting for the right time to sell – perhaps up to 20% of all stalls), that this could flow over into a far worst situation for the HCC and stallholders alike. If stalls become worthless, through a “rush to exit” at any price, this could tarnish the quality of the market as stallholders abandon their stalls.

I also feel that the HCC may “paint itself into a corner” with premium locations and not having the ability and flexibility to reduce rentals if situations change. This could affect the “market table” area if stallholders balk at the proposed rate per square metre rental. Sites will be left vacant and/or the council may not have the price flexibility to allow smaller / less profitable businesses to enter that space. Likewise, some stalls are doing very well in that area, but not all are.

I understand that the HCC operational costs have increased, but I doubt these costs have increased more than the Hobart CPI; save for excessive spending by council. I understand that many government wages have only increased by around 3% per annum and other costs, perhaps in some cases, more. The average cost increases directly affecting the market would not be anywhere near the rental increases proposed.

I appreciate the council have been very flexible during COVID and this flexibility and understanding is very much appreciated. During the suspension of the market, many stalls did not operate for 2.3 years, and council were very understanding and supportive and that needs to be acknowledged.

Valuation

I am concerned with the quality of the valuation undertaken by the Acumentis Valuer and the apparent acceptance by council of the advice as being the only option available to them. This is not the case. The Valuation is one person's opinion.

I understand the SMSA, under the licence agreement, could appoint their own Valuer, but this is not financially viable for such a small group of volunteers with very limited finances. The way forward should be that the SMSA or their representative be provided with a copy of the "letter of instruction" sent by council to the Valuer and that SMSA be provided one copy of the valuation, for perusal. A copy of the 2023 valuation was provided to the SMSA at a closed meeting, but neither the "letter of instruction" nor a copy of the 2022 "letter of instruction" and valuation report has been provided. Accordingly, the SMSA and others do not "feel" they are being treated by council in a fair, arm's length, or transparent process.

My issues with the Acumentis valuation are:

- There appears to be little weight given to local markets, shop rentals within Salamanca Place and/or any regard to rents for "table and chair" spaces upon council land paid by Salamanca retail businesses.

Section 37(a)(ii) of the 2017 licence agreement, states that the valuer is to consider:

- 1) *The current trading conditions at the market,*
- 2) *general retail activity in the Hobart context and*
- 3) *general commercial rentals in Hobart.*

...to determine the Council's Estimated Fee.

In my opinion, this has not occurred. Instead, overall valuation weight seems to be given to interstate markets with different demographics, population, and spending capacity. This comparison is outside the Valuer's licence agreement brief and therefore renders the Valuation report incomplete and outside the scope of works required. Was the brief from HCC misleading, in error, or has the Valuer not understood the brief?

Discussion with several Stallholders, who also rent "bricks and mortar" Salamanca Place shop spaces, reveal that the rent they current pay is directly comparable with the rent currently being paid for a Salamanca stall, upon a square metre basis. Yes, there are differences

between a market stall and retail premises, positives, and negatives, but surely this is important comparable evidence that needs to be considered.

Why has the Valuer not considered these comparable rentals, and that of the wider Hobart commercial precinct, when forming an opinion?

- A quick google search reveals that the “International Valuation Standards 104 Bases of Value”, Section 30 refers to Market Value and Section 40 to Market Rent. Although Section 40 Market Rental is silent on the “Valuation date”, it could be implied that S 30.2.(c) is also implied in the assessment of Market rent.

Section 30.2(c) States:

(c) “On the valuation date” requires that the *value* is time-specific as of a given date. Because markets and market conditions *may* change, the estimated *value may* be incorrect or inappropriate at another time. The valuation amount will reflect the market state and circumstances as at the valuation date, not those at any other date.

I am concerned that the Acumentis report states the inspection and report date of 21 January 2023. The assessment / valuation date is into the future as of 1 July 2023.

I am wondering how a Valuer can predict the future (does he have a crystal ball?), given the fact that the Valuation date is over five months into the future and, as the date of this letter, over three months into the future. More so that the likely trade experienced in January, has little relation to slow trade in July or in the dead of winter outside of school holidays, on a windy and rainy day, when visitor numbers are depressed. Imagine working an entire day in winter and losing money – a situation that too often occurs for stallholders when operating at an “open-air” market.

I note the current discussion regarding a potential world recession, lack of discretionary spending, interest mortgage rate increases (now at a 11 year high), energy cost escalation, tensions with China, the collapse of the USA (Silicon Valley Bank), the bailout of the European bank (Credit Suisse) and the flow on effect moving forward.

In today’s newspaper the Mercury, 20th March 2023, there was an article which reported that the average monthly mortgage rate repayments in Tasmania having increased by over \$800 per month, than one year ago. What would the effect be of taking \$200, \$400 or \$600 more per month out of a household budget since January 2023? What would be the effect of this reduction in discretionary spending have on a visit to Salamanca Market and the propensity to afford discretionary gifts moving forward?

Accordingly, the Acumentis Valuer is in no position to assume that the financial and economic situation in Hobart on a sunny day in January 2023, will be anything like that to be experienced today or in over three months away in the future.

The problem is that once the valuer has submitted their report, they are essentially locked into that position and will be at pains to amend their report, if the economic situation deteriorates dramatically.

Likewise, a 2023 report is likely to be very similar (locked into a similar point of view) to a 2022 valuation report, undertaken by the same Valuation firm. One would imagine that given the uncertainty of Salamanca Market starting after a 2.3-year break, that the assessment 1 July 2022 (the original revaluation date) would be conservative, contain significant risk and accordingly rents would likely show a decrease, not an increase, in rents. Please note that it is my understanding that the SMSA were not given the opportunity to critique the earlier 2022 report, have not been provided with a copy of the report and were not asked if there was agreement to delaying the revaluation date from 1 July 2022 (as per the 2017 licence) to 1 July 2023 imposed by council.

I note the disclaimer of the Acumentis Report dated 21 January 2023, page 1 "Prospective valuation", which states:

...we do not accept any liability for unforeseen changes that may occur during the period between the date of inspection date and the date of assessment.

This, in my opinion, makes their valuation unreliable.

Conclusion

Upon the above data, the Valuation report provided by Acumentis is outside the guidelines of International Valuation Standards, is outside the scope of instructions shown within the licence agreement, fails to adequately consider local comparable evidence and hence is in error and not defensible.

Accordingly, I ask the HCC to put this valuation assessment to one side and consider ALL the factors and potential impacts coming our way.

I propose a conservative approach to any site increases; perhaps entertaining annual Hobart CPI increases from 2017, even capped at annual increases of 3% (to avoid inflationary spikes re covid) and this would be comparable to a several long lease terms for commercial leases within Hobart.

I will forward a copy of this letter to the SMSA for their perusal.

I reserve the right to activate the Dispute Resolution Procedure under section 54 of the licence agreement if this matter cannot be adequately and fairly negotiated.

Regards.

Mark Kyle



Salamanca Market Stallholder.

Site 189.

I am sorry to say that it appears to me that the SMSA and HCC have a grave problem then.

The Acumentis Valuer should have responded to your stated instructions that:

- 1) As the revaluation date is 1/7/2023, that he would be unable to provide a report till much closer to that time. This is because he is unable to forecast the future. Failure to obtain agreeance from the HCC, he should have rejected the engagement.
- 2) He should also have queried why the revaluation date differed from the 2017 licence agreement: being 1/7/2022 – not 1/7/2023 one year later. How did the HCC sell the engagement to the Valuer contrary to the 2017 licence agreement?
- 3) He should have confined his market analysis to the Hobart and Salamanca Market as stated. Instead he appears to have misunderstood the scope of his engagement.

Accordingly, the Acumentis Valuation report is unreliable due to:

- 1) The future glazing of their report, undertaken 5 months ahead of the new (HCC imposed) revaluation date 1/7/22 and therefore is outside of International Valuation standards (adopted by Australia in 2020) re respecting the “Valuation date”. International Valuation Standards 104 Bases of Value”, S 30.2.(c). A report into the future is unreliable and bodes poorly with the standards of the Valuation Profession. This is more so an issue due to the significant deterioration of the local, national, and international markets now being experienced, since January 2023 – evident by numerous economists, Financial Data, the Australian Treasurer’s comments re the potential for a World Recession, and by the numerous news articles discussing such. There is a real fear that the rents will become unaffordable in a declining market – for a market so dependent upon discretionary spending being available.
- 2) The Valuer appears to have ignored your instructions and have not undertaken the valuation report as per the licence agreement; S37(a)(ii). The market evidence from mainland Australia is inadmissible and irrelevant to the valuation and ignores your and the licence specific instructions.
- 3) The valuation is only on the basis that the new / proposed licence agreement “will contain similar terms and conditions as the current agreement”. This appears to not be the case – given the recent move by the HCC for an amended licence agreement. Altering the licence agreement “5 minutes” after the valuation, renders the valuation unreliable. What should have occurred is the Valuer should have been presented with the new approved and agreed amended licence agreement THEN a valuation is undertaken – not the other way around. The current valuation would only be acceptable if there were no major changes to the 2017 licence agreement and if the market review date was in January 2023, none of which are true. This is akin to obtaining a market valuation for a commercial building and then trying to suddenly alter the lease terms – lawyers would have a field day.
- 4) The HCC have amended the revaluation date from 1/7/2022 to 1/7/2023 without any consultation or agreement from the SMSA. Accordingly, this is prima facie evidence that the HCC does not respect the 2017 licence and are prepared to ignore specifics when it suits themselves. This does not bode well with any form of consultation and respect towards the SMSA and stallholders. According to the 2017 licence agreement, the revaluation date is 1/7/2022, and hence the provided Acumentis revaluation date is incorrect.

In my opinion, all the above and any in singular have the potential to open the HCC to litigation.

I have been advised that there is currently a complaint to the Australian Property Institute regarding the Acumentis valuation. Councillors should be made aware of these facts to make an informed

decision. From the Monday's councillor meeting, it would appear to me that they have not been advised of this fact. If the Valuation is found to be unreliable, the HCC may have a case for a refund of fees from the valuation firm. If the HCC rely upon a disputed valuation, then the HCC sits on very "shacky ground".

There is a solution to this mess. I suggest that yourselves meet with the SMSA to discuss and see if there is a palatable solution to the licence fee increases and any sensible amendment to the licence agreement and that true and respectful negotiation and discussion commence. If this were to occur within the next month, we might be able to come to some sensible consensus on matters and propose a combined / united solution to council for their May meeting to resolve. Alternatively, this may end up requiring a judicial review or legal action to resolve.

In relation to the proposed draft licence agreement, and my perception of HCC actions (painting the workshops as some form of "consultation" when they were not), my current belief is that the 2017 licence agreement should be rolled over unaltered. Sometimes the best action is no action.

I have cced the SMSA into this reply email. I am happy to be involved if I can assist. Both sides need to seek a "win win" solution. The win for the HCC is the enjoyment of higher occupancy at the market for a fair site fee and the sustainability of the market ahead of potentially rough economic times.

Could you please add this email to your list of submissions to council?

Regards.

Mark Kyle

██████████

Site 189.

Submission on the Salamanca Market Licence Agreement

from Mark Watson Salamanca Stallholder site 72

Site fees

The proposed site fee increases over the next 5 years are not in the interests of Salamanca Market Stallholders or overall for the Market as an entity.

- The rate of the proposed increase is well above even the present high inflation rate. How can an 80% rise in fees be justified over 5 years when in the last 18 years since I became a licensed stallholder site fees have only risen in line with CPI increases ?
- Prior to 2020 and the Covid Pandemic, Salamanca Market was making a small profit for the HCC. There is no reason for site fees to "Catch up" The CPI increases were obviously enough.
- Demand for stall sites is down. There are now 30 stall licences for sale and stallholders are finding little interest from buyers who qualify for the criteria to enter the market despite a fall in the asking price for those licences.
- The market has not been full on any Saturday since its resumption to its full size in July 2022.
- There has been a drop in demand for stall sites from Casual Stallholders, far fewer on the list and many not wanting to trade more than once a month. There has just been a third casual intake in less than 12 months.
- A large increase in site fees is only likely to reduce the demand for sites further. It is probable that with the number of licences for sale and a reduced number of Casual stallholders that revenue for the HCC from the market will actually fall. It would be better to keep the market as full as possible by keeping the rise in site fees at a more moderate level.
- Small business input costs have been rising at a much higher rate than the overall inflation rate. I make rusty steel garden art and sculptures, the price of steel went up by 50% in the last year, freight costs for goods coming into Tasmania have nearly doubled in the last 3 years. A paper carry bag has gone up 20c this year. Our costs for growing the plants we sell have also risen sharply. We can only raise our prices a small amount as if they are too high customers will not buy. The average spend per customer was dropping before Covid and with a tightening economy with higher interest rates may drop further. Tourist numbers may also fall.
- Small Business profit margins have fallen. A comparison between the December quarter in 2019 and the December quarter 2022 for my business was a 25% fall in profit in relation to turnover. Turnover has not yet exceeded 2019 level at the Market.
- Most stallholders, in particular those who are makers do not have high incomes.
- Making your own product to sell is highly labour intensive and getting a decent return on your labour is not always easy. A lot of "Makers" in Tasmania would struggle to make even the basic wage.
- It is possible that the upper limit for demand for stalls with a high Tasmanian Made product line has now been reached and a relaxation of that as a qualifying factor for entering the market may have to be considered. Otherwise the Market may end up being

20% to 50% smaller in 5 years time or sooner than that. And not the No.1 Tourist attraction in Tasmania as it now is.

- As stallholder licences were allowed to be traded, **they have a value**. In recent years licences had been traded for \$40,000 plus. Stallholders have invested in a Licence for their business and many have (as I did) borrowed money to do so. It would therefore seem to be a good idea to encourage Stallholders to buy in, it gives certainty for those wanting to build their business and as the Licensed Stallholders form the core of those trading at Salamanca Market. It is the full time licensed stallholders who turn up in all weathers and for most of the winter months. Further casualisation of the market is not a good idea. Security of ongoing tenure at the market is essential for those who have invested in buying a licence.
- Salamanca Market is ever changing, over the time i have been a stallholder, a lot of Licensed Stalls have been traded, a lot of those to new businesses. I estimate that about 70% of stalls have changed in the last 20 years. This has kept the market interesting for patrons. In addition there are new Casual Stallholders some of whom go on to invest in a licence so they can grow their business. This should be encouraged.
- For every \$1 increase in site fees most Stallholder businesses would have to increase turnover by at least \$2 before they start to make a profit on the days trading. A \$50 increase in site fees would mean at least another \$100 of turnover before any profit is made on the Day's trading. This may make it no longer worthwhile for those stallholders who have lower turnover now.
- A lot of stallholders feel that some "Activations" are of little benefit to them and do not do much to increase their trade. For some who as I do, trade on the Davey Street hill, there would appear to be little benefit from these at all as they all take place in the centre of the market and may actually discourage some patrons from venturing up to that end of the market if they only have a short time in which to visit the market.
- Rather than putting a cost burden onto stallholders for those things, some other funding could be sought, say in the form of sponsorship/grants/merchandising. It appears from your FAQ attachment that the "Activations" are a considerable percentage of the expenditure over and above operating costs. Stallholders really cannot be expected to bear the cost of a lot of these. As for spending more on More Music, the buskers have always been a part of the market but can be a distraction and stop patrons moving around the market. They do not need to be paid to perform, if they are good people will throw money and buy their CD's. None should be allowed to perform for more than 20 minutes at a time in one spot.
- There is no need for the Quality Control officer proposed for the Market. Goods for sale at Salamanca Market are generally of a high standard and if a check needs to be made on what stallholders are actually selling this could be easily undertaken by existing Market Admin staff.

Valuation

- As a member of the SMSA committee i have seen the recent valuation report. The other stallholders have not. For the sake of transparency it would be fair if all stallholders had all the information available to make their submissions.
- It seems a heavy emphasis was placed on the fees charged at Sydney Markets and many of the issues faced by Tasmanian businesses were not given enough weight. There does not seem to be any other reason for the large increase in the Valuation relating to site fees.

- Sydney has a population of 5 million, Greater Hobart less than 250,000
- Visitors to Sydney in 2022 8.8 million. Less than 1 million to Tasmania in the year ending Sept 2022 (Tourism Tasmania) Numbers will have been higher in the 2022/2023 summer period in Tasmania but still not back to pre pandemic levels and International Travellers have not returned in large numbers. Visitor numbers to Hobart are also low in Winter
- Commercial rents in the Hobart CBD were taken into account but have little relevance to a one day a week outdoor market.
- The valuation states that the site fees at Salamanca Market should be increased by 55%. Market Management told the SMSA committee that the Valuers findings were similar to the 2017 valuation. The HCC did not increase the site fees by the amount in the 2017 valuation so why does this need to be done over the next 5 years ?
- The site inspection for the valuation took place on the 21st of January 2023, peak trading time with the highest number of visitors to Hobart. If the valuer had visited on a wet winter Saturday, a somewhat different impression of trading conditions could have been taken into account. For many stallholders a good winter day's trade can be less than 50% of takings in the summer months. If the weather is bad on a Winter Saturday trade can be even lower.

Draft Licence Agreement

I have several issues with the Draft Licence Agreement.

They are as follows:

- Schedule One:
Item 4 Term. Should read 5 Years commencing on 1st of July 2023 and expiring on 30th of June 2028.
 - There is no need for the 3 + 2 year term as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice. Page 14. Clause 23. Delete "if Further Term" from site fee table page 4
- Page 5 Schedule Three.
This clause is too restrictive. The ideal mix of products has never been defined.
- Page 9 Product assessment criteria. Again has never been defined.
- Page 10. Licence Renewal.
Clause 6 Remove the word "May" and insert the word "Will" in the first line. Stallholders were assured that this would be reinstated into it's 2017 Licence Agreement form. It has not been. Stallholders who have invested in a Licence need to have some degree of certainty of ongoing tenure.
 - Parties to agree. There needs to be provision for negotiation on the terms of the contract if the Licensee has issues with the terms contained therein.
- Page 12
Clause 16 (a) Delete clause. This removes the the new licensees right to continue with the same approved product lines and could be seen to devalue the Licence that is for sale.

- Page 14 Changes of Approved Product Line.
30. stallholders need to be easily able to change product lines to reflect changing demand from customers.

31. Delete clause. This should only be done in consultation with the Licensee.

* The clause is not necessary If the current product lines fall within the Product Assessment Criteria. If the Council decides to change it's requirements which impact on a seller who has a broad range of products that previously met the criteria the Licensee should be compensated for loss of product and sales or should be able to continue with those product lines.

- Page 15

* 32. g. No extra fees and charges should be applied without consulting Stallholders.

- 33. Site Fees.
- The valuation should only be used as a guide for setting site fees and not something which has to be implemented by The Council. Due to the high cost of having a valuation undertaken it is unfair to expect the SMSA to be able to do this. As stallholders do not know what the terms of reference the Council gave to the Valuer were the valuation may not have taken into account many things that reflect the reality for stallholders.

* Increases should only be in line with CPI increases and be capped at 10% per annum. Council should make every effort to keep it's costs under control.

- In previous Licence Agreements this has been the case and up until the Covid Pandemic in 2020 the operation of the market has either made a profit for Council or at least been cost neutral. Council need to look at how costs can be kept under control so there is no unnecessary burden placed upon Stallholders due to high site fees and charges. Other funding for things such as Sounds of Salamanca or other "activations" need to be looked into.

* All expenditure on so called Activations needs to come from the marketing budget or other funding methods sought.

- Proper negotiation with the SMSA should have been carried out before this draft Licence Agreement was sent out. Changes such as the 3 + 2 term were Never discussed.

- Page 18.

- 54 a. (ii) Disputes between stallholders

* Council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

- 64. Vehicles parked within market area.

A permit could be issued to those stallholders who are still, at the discretion of the Market Supervisor, allowed to have their vehicles or trailers parked within the market area.

Those that are allowed do make the bump in and bump out much easier for the other stallholders around them by reducing congestion.

- 72. Permission should always be sought for the use of images of the Stallholder or Stall. This should be an Opt in, not an Opt out requirement.

- If taking pictures of a stallholders products for promotion purposes, the photographer should always ask first. A stallholder might only want certain products to be featured.

I would ask the Salamanca Market Management to consider the points I have made in this submission. Reduce the proposed site fee rises to CPI increases capped at 10% per annum and address the issues with the Draft Licence Agreement before it goes to the Councillors for approval

Feel free to contact me if you wish to discuss any of the issues i have raised.

Mark Watson

Leslie Vale Nursery
site 72

Leslie Vale Nursery

[REDACTED]
[REDACTED]
[REDACTED]

Dear Lord Mayor, elected members and Hobart City Council (HCC) members

This is my submission on the proposed site fee increase and changes to the terms of the Salamanca Market licence agreement.

This has been a stressful, lengthy and time-consuming process, however due to the importance of the implications from the proposed site fee increase and the amendments to the new Licence Agreements, time taken away from making my boutique product has been necessary. The majority of stallholders are partnerships or sole traders and do not have the advantage of time and resources that need to be applied to such an important undertaking. I work a minimum approximately a 60 hours per week creating my products to sell at Salamanca Market and I have had to divert my time and attention to address the unnecessary changes that are trying to be enforced upon us stallholders and effect our livelihoods.

My Objections

- I categorically **do not** agree with the proposed Salamanca site fee increase of an annual 1/5th (20%) increase be applied to our current site fee structure and nor do I agree with an additional fee being proposed on top of the site fee increases, a **'Compliance Checking Fee'**, all which increased by CPI.
- I also believe that there should be no changes to the Salamanca Licence agreement that will put stallholders at a disadvantage compared to the initial Licence agreement which they originally purchased.

Background

I purchased a Salamanca Market Stallholder Site Licence in January 2015 for \$45,000 (extended my home loan). In order to 'permanently' trade at Salamanca Market, a sizable site licence investment was required. This investment requirement was the creation of the HCC in the mid 1990's to 'address black market allegations' (information provided through HCC workshops). "Market value/purchase pricing" expectations around the purchase and sale of these licenses are a requirement of the Department of Treasury and Finance, State Revenue Office.

Bear in mind, that the Site Licence which I purchased is for 4m x 4m of pavers accessed one day per week, Saturdays only.

This investment is now at risk of being de-valued as a result of higher site fees, production and operating costs, uncertainty around licence renewal duration, increased HCC oversight and some casual stallholders trading in the same site position for months on end.

- I purchased my Salamanca Market Licenced Site to guarantee permanency and trading certainty. I always would be in the same site every week and for various other reasons such as; safety - being able to bolt my marquee down with holes drilled for my marquee, and bumping in and out with knowledge and consistent order.
- I purchased my Site Licence as an investment and one that I would be able to resell and return this money to my superannuation fund.
- Stamp Duty is paid on the purchase of a Salamanca Market Site Licence, again an additional expense.
- The Salamanca Market Site Licence has always been for 5 years and should continue to be so.
- The proposed new licence agreement reads in Schedule 1: Item 4 Term; 3 years (Clause 5: Option for Further Term; a further 2 years term) - There is absolutely **NO** reason why it has to change from 5 years down to 3 years, this again devalues our existing Salamanca Market Site Licence. This adds another level of unnecessary administration for HCC and further uncertainty for current and future Salamanca Market Licenced Stallholders.
- I have continued investing by purchasing fit for purpose market equipment:
 - A vehicle (VW Caddy van)
 - A heavy-duty marquee suitable for all types of weather
 - Infrastructure; trestle tables, display furniture, eftpos hardware etc

Proposed site fee concerns

As a small boutique business operator, I already incur never ending price rises, for example; raw materials, insurance (public & products liability, vehicle, building & equipment), rates, power, freight, fuel, purpose market vehicle registration & maintenance, consumables, website and security software, and of course, HCC Salamanca Market Site fees. All these expenses along with the general cost of living increases, impacts my ability to do business and my profit margin.

With a site fee increase and the reasons outlined above, I would definitely have to consider my longevity and commitment at Salamanca Market. What might look like not much of a site fee increase in the first couple of years, however compound the proposed increase each year plus CPI and other costs, this amount over five years, is a BIG increase.

I compete with 300+ other Salamanca Market Site Stallholders for business in a short period of time (8.30am – 3.00pm), which becomes increasingly difficult in the winter/cooler months when tourist numbers decrease dramatically. An increase to site fees as proposed would only add to the financial strain and in particular through Tasmania's winter/cooler months.

Recent crowds of people at Salamanca Market post Covid have been increasing, many people have said that they have just been able to take their holiday in Tasmania after many attempts, due to Covid and flight cancellations etc. With the cost-of-living etc on the increase, I believe that we are in for a difficult winter trading time as the number of tourists to Tasmania start to decline. It has recently been said in the media and other financial talk back shows that Australia is heading for a recession.

Just because there are crowds visiting Salamanca Market, this does not always transfer into sales:

- tourists that come to the market to tick it off their list and really have no real interest in buying items, other than food or beverages
- tourists that tag along (husbands, children etc)
- locals that bring interstate friends

I consider all Salamanca Market Site Stallholders to be the face of the market and the huge variety of products to be the attraction of the market, AND not the additional entertainment/activations that stallholders should pay for by means of a site fee increase and can often be seen as competition as patrons can be distracted away from our stalls to watch the 'entertainment/activation'. Undertaking a google search 'Salamanca Market', shows that Salamanca Market is known for its products and produce provided by stallholders and NOT the 'entertainment/activations' that have recently been implemented. It appears that gone are the days where BUSKERS were encouraged to bellow out a few tunes in favour for paid musicians, and at what cost are these to us stallholders?

Commencing in 2022 all Salamanca Market site stallholders received an email stating the information below.
The City of Hobart will be hosting a series of stallholder workshops that will explore a range of important topics relevant to stallholders. These workshops are an important discovery phase that will help us understand your priorities and help shape the future of Salamanca Market.

- This information did NOT imply that the outcome of these workshops would result in an increased site fee being proposed or would be used in the new Salamanca Market Licenced Agreement.
- An average of 16.5 stallholders attended each of the 9 workshops, at best, 30 stallholders (approx. 10%) and worst 8 stallholders (approx. 4%),
- **The above numbers are not a representation of 300+ stallholders.**

I recognise and understand that everything increases in cost, and surely a **CPI increase is adequate**, considering it was recently shared and documented in the Salamanca Market Stallholder Workshop Series, Workshop 4, see below:

- Extract taken from Workshop 4

It was shared with the group that the market currently pays for itself i.e. revenues match with expenses, and most expenses are fixed. If stallholders would like to see more services, revenues may need to increase. A series

of cards were shown with ideas that stallholders had put forward over the previous three (3) workshops to gauge their interest.

- I believe that without a commitment from Salamanca Market Licenced Site stallholders, (people willing to financially invest for a length of time) Salamanca Market would not be what it is today, a number one tourist attraction. If a Licence Site Stallholder was given more security in the Licence Agreement (5 year + 5 year option), the turnover of Licence Sites would be more consistent and would provide the market with a continued influx of dynamic and vibrant stallholders.

Extract from Stallholder Licence Agreement and Site Fees FAQ and my concerns**Why are site fees being proposed to increase?**

The additional revenue from a site fee increase will allow the City to invest in the growth and develop of Salamanca Market and Tasmania's most visited tourist attraction, as well as allow Salamanca Market to *continue to break even*.

- Extract taken from Workshop 4
It was shared with the group that the market currently pays for itself i.e. revenues match with expenses, and most expenses are fixed. If stallholders would like to see more services, revenues may need to increase. A series of cards were shown with ideas that stallholders had put forward over the previous three (3) workshops to gauge their interest.
- Extract from an email received from the Lord Mayor of Hobart
To try and reduce an increase in the cost of the fees which stallholders may potentially pay, I sought Council's agreement to investigate ways where operational savings can be implemented into the management and running of the Market and that Council also explore alternative funding sources.

Why should us stallholders be responsible to pay for entertainment to tourists/patrons to Salamanca Market. Surely funding from State Growth or Tourism Tasmania funding could be investigated for this purpose. Us stallholders with our products draw the people to the market, not the activations/entertainment. Please do not impose this additional and discretionary cost on to us stallholders that are already feeling the impact from ever rises costs.

Instead of a site fee increase, why not increase fees by CPI?

The City understands that it would be unreasonable to apply the full *fair market rental* valuation on 1 July 2023 and instead is proposing smaller increases over the next five (5) years to provide certainty to stallholders.

- Many CBD businesses are closing their doors due to financial difficulties in running their businesses. Meanwhile us stallholders are being imposed by a site fee increase as a result of an independent valuer recommendations. Surveys have been undertaken on when the market has been full capacity with visitor due to peak trading period and cruise ships docked in Hobart. Cooler months in Tasmania see a reduction in visitors which has a big impact on sales at Salamanca Market. Without peak trading periods, many stallholders would not survive cooler season trading.
- By the time 5 years have concluded, stallholders are looking at an additional \$2000 for site fees, not taking into account CPI along with other chargers imposed on us, such as, insurance, marketing and a new additional and unnecessary, compliance fee
- The additional charges are stated to cover additional costs as outlined in my submissions.

How much additional revenue will the proposed site fee increase result in?

Calculations indicate the proposed site fee increase will generate an estimated \$150,000 in 2023-24. However, this figure does depend on the number of refundable absences stallholders apply for throughout that period.

- \$150,000 – this is for 2023-2024 (estimated an additional \$500 each year for stallholders). By the end of a 5 year licences, our fees have risen and estimated \$2000. And why, for activations and music!!!!
- Refundable absences – that's why there is a casual pool to fill these spaces. Also, there are circumstances when a stallholder has not been able to provide the mandatory 10 days' notice to receive this refund, therefore we have to pay for the Saturday we are absent and HCC can and sometimes do, fill our site with a casual, therefore HCC are receiving double the rent for the same site!

Where will the additional licence fees be directed to?

The City is looking to reinvest the additional licence fees back into the market through a number of initiatives suggested by stallholders and market staff, more music and activations on market days, additional training opportunities for stallholders, the development of a market map mobile application, new and improved patron amenities (such as directional signage) and to continue to implement safety and compliance measures expected at Salamanca Market.

- Music – bring back buskers and not paid musicians
- Activations – we are a market not an event, which are a distraction from the main focus of the market – sales
- Additional training – look into the attendance at previous attendance at training and how often can the same training be undertaken and perhaps USER pays and NOT all stallholders.
- The development of a market map mobile application – perhaps investigate the opportunity of UNI Tas students undertaking this project towards their qualification/degree.
- Safety and Compliance – already happening and as stated by HCC, Salamanca Market is covering costs.

What do licence fees actually go towards?

.....activations and entertainment.....weekly onsite contractors (such as St John and RSPCA)

- Activations and entertainment – again, why should stallholders pay for unnecessary engagement and distractions
- RSPCA – A no dog policy has been enforced by HCC. This should be a USER PAYS and not stallholders.

When will new licence agreements comments and how long for?

The new Licence Agreement will commence on 1 July for a period of three (3) years. All licenced stallholders will then have, at their sole discretion, the option to extend their licence for an additional two (2) years through to 30 June 2028.....to provide stallholders with added flexibility if they no longer want to trade after the initial period.

- Clause 23 already gives us an 'out' if needed or wanted in the previous Licence Agreement.
- Clause 23.** 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.

How was the draft licence agreement created?

The City has been working collaboratively with stallholders and the Stallholders' Association over the last 12 months, both through nine (9) stallholder workshops and separate meetings.

- These workshops NOT imply that the outcome of these workshops would result in an increased site fee being proposed or would be used in the new Salamanca Market Licenced Agreement.
- An average of 16.5 stallholders attended each of the 9 workshops, at best, 30 stallholders (approx. 10%) and worst 8 stallholders (approx. 4%),
- **The above numbers are not a representation of 300+ stallholders.**

How will I sign my new licence agreement?

The City is introducing an electronic method to sign your licence agreement with new software called DocuSign.

- It does not read that there is any other option, for example, email, hand deliver, or post – there should always be other options available as not everyone is comfortable using external software on their computers or devices. Salamanca Market Stallholders were not advised and it was not communicated in advance, that this new DocuSign software would be the only way offered by HCC as a way to provide signed documents.

Casuals at Salamanca Market

Casual Stallholders are essential and are an important component of Salamanca Market for many reasons, however I believe that the fee structure for 'casuals' could be reviewed to provide a fairer playing field, especially when Licenced Site Stallholders are potentially going to have a BIG site fee increase forced upon us. Casual Site Stallholders do not have to commit to trading a minimum of 44 weeks a year (requirement of being a Licenced Site Stallholder without being penalised), financially invest in purchasing a site + stamp duty payable on this investment. Casual's can have limited commitment, receive attractive site fees, and are sometimes provided the same site placement in the market for months on end. I currently have a casual stallholder near me that has been in the same site for at least 8 weeks.

I do wonder if, as stated, in the 'Salamanca Market Casual Stallholder Info Pack if this is current information - To make a booking casual stallholders must call the bookings number between 8am -9am, ten days prior to the day your wish to trade.

- Extract taken from the current 'Salamanca Market – Casual Stallholder Info Pack'.
CASUAL STALLHOLDER COST (indicative prices only) Weekly fee \$88.76 (inc. GST) (includes a marketing levy and insurance).

Compared to prices Licenced Stallholder costs 2022-2023 – see below:

Fee Description	2022-2023 Fee Inc GST	Casual
A Site – centre aisle	\$91.07	\$88.76 (inc. GST) (includes a marketing levy and insurance).
B Site – side line	\$72.82	
C Site – upper section	\$67.24	
D Site – The Market 3.92 Table	\$104.26	
E Site – Market Garden	\$68.00	
Split centre aisle	\$58.64	
Public and product liability insurance levy	\$3.88	\$0.00
Table hire	\$9.00	
Electricity supply – flat fee (includes 1 plug)	\$10.00	
Electricity supply – additional plugs	\$3.00	
Electricity supply – three phase charge	\$8.00	
Marketing Levy	\$3.92	\$0.00

Concern of the proposed Salamanca Licence Agreement

Section of proposed Licenced Agreement	Content/Concern from Proposed Licenced Agreement	Comments
Schedule One: Details, Site Category & Site Fees Item 4: Term	3 years, commencing on 1 July 2023 and expiring on 30 June 2026	The term of this Licence Agreement needs to revert back to previous licence's - 5 years In Schedule One it does not state 3 years + 2 years And why add an additional layer of administration when this is not required. Can a Business Model be created to encourage future site stallholders to make the financial investment, for example: 5 years + 5 years
Licence, Term and Obligation to Trade Clause 4	In consideration of the Site Fee, the Council agrees to licence to the Licensee the non-exclusive right to Occupy the Stall Site in accordance with the terms and conditions of this Agreement.	This needs to be removed as Licenced sites were purchased for a particular site and it can cause unnecessary stress on stallholders thinking that we could be moved at any time, other than in extreme situations, eg pandemic
Option for Further Term Clause 5	If the Licensee wishes to renew the Licence for a Further Term of two (2) years the Licensee must not less than 3 months before the expiration of the first Term give notice in writing to the Council to that effect, and provided that the Licensee is not in default of the terms of this Licence, the Council will grant a new Licence to the Licensee for the Stall	This entire Clause 5 needs to be removed and revert back to the 5 year Licence Agreement. This is another level of administration that can be removed – cost cutting for HCC Plus, Clause 23 already gives us an 'out' if needed or wanted. Clause 23. 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.
Licence Renewal Clause 6	The Council MAY, acting reasonably and in good faith	This needs to revert back to previous agreement and read: The Council WILL

Licence Renewal Clause 8 (a) i	payment of the Site Fee, Marketing Levy, Compliance Checking Fee and any other fees or monies payable under this Agreement when due;	Why is this ' <u>Compliance Checking Fee</u> ' even in this agreement – this is an additional cost applied to stallholders and for what reason? This is unnecessary over management and needs to be removed!
Transfer on Sale of Site Business Clause 14	...sale of the Licensee's Site Business... Thenor sale at the Stall Site....	Licensed Site Business and Stall Site appear to be one of the same and therefore this needs to be consistent throughout the document. The 'Business' is irrelevant as all products need to be APPROVED. It should read throughout the agreement 'Stall Site'.
Transfer on Sale of Site Business Clause 15	The Licensee acknowledges and agrees that, subject to clause 15(b), a licensee and its Relatives or Related Entities may only hold one (1) licence for a site or a stall site within the Market or the Market Area at a time.	This is not consistent within the market as there are already multiply site stalls owned in the one family. It is also discriminatory against relatives. This is an unfair clause and needs to be reworded, to reflect the normal processes to become a Licensed Site stallholder.
Site Fees and Adjustment Clause 32 (c)	the Compliance Checking Fee within thirty (30) days from the date of the Council's invoice	This 'Compliance Checking Fee' is an unwanted additional fee on top of rising fees. It is also unnecessary and is over management by Council. Perhaps information about compliance could be included in the monthly newsletter.
Site Fees and Adjustment Clause 33 (c) 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 Site Fee payable for the new licence agreement ('Estimated Fee');	As proven with the current proposed site fee, this clause needs to return to the previous agreement and remove, payable for the new licence agreement ('Estimated Fee') Site fees should never be increased more than 10% which includes CPI increases (capped at 10%). A proposed increase to site fees such as this is unnecessary, unwarranted and greedy. If additional funds are required for the unnecessary 'events/activations' perhaps this can be sourced via grants or sponsorship.
Site Fees and Adjustment Clause 34	Any Council fees and charges which constitute cost recovery for goods or services provided by the Council to the Licensee	Stallholder Workshop Series – Workshop 4 – extract below It was shared with the group that the market currently pays for itself i.e. revenues match expenses, and most expenses are fixed. If stallholders would like to see more services, revenues may need to increase. The above speaks for itself, there does not need to be the site fees increase proposed by HCC.
Site Fees & Adjustments Clause 37	Delete this clause	Definitely DO NOT deleteany year on year change in a fee (including the Site Fee) is capped at a maximum of 10% (increase or decrease)

<p>Approved Absences and Credit Notes Clause 42</p>	<p>During an Approved Absence or any other absence of the Licensee for any other reason, the Council may LICENCE the Stall Site to another person or utilise the Stall Site for any purpose whatsoever</p>	<p>May LICENCE the stall site – This wording needs to be reverted back to the previous agreement: The council may relocate.... The word LICENCE pertains to permanency.</p>
<p>Approved Absences and Credit Notes Clause 42</p>	<p>allowing CASUAL LICENSEE or any other licensees</p>	<p>What is a ‘Casual Licensee’ and what is the definition.</p>
<p>Market Operation/Non-operation/Cancellation - Relocation Clause 57 (a)</p>	<p>The Council reserves the right to move the Licensee permanently or temporarily from their Stall Site to another Site and/or to amend the boundaries of the Stall Site for any reason in the Council’s sole discretion, including but not limited to the purpose or by reason of Covid-19, a Notifiable Disease, ...</p>	<p>The words, ‘<u>including but not limited</u>’ are disturbing, can the City move Licenced Site Stallholders anytime they desire? We purchased our site licence in good faith that this is the home of our Salamanca business while committing to trading as a Licenced Site Stallholder. It was also recorded in the Stallholder Workshop Series, Workshop 8; <u>City pain points</u></p> <ul style="list-style-type: none"> • Unable to curate (decide what fills that space) • Unable to shift licenced stallholders – same market every week • Lack of incentive to innovate, improve. No natural market forces which would normally encourage improvement or businesses to move on. <p>The first two dot points suggest that the City want to move Licenced Site Stallholders about, which would be a nightmare and stressful. The third dot point is laughable as there are approximately 30 sites for sale. Unfortunately, with the current ‘Casual’ agreement where a ‘Casual’ is allocated the same site for numerous months on end, there isn’t any incentive for someone to invest in purchasing a site. Plus, the ‘Casual’ rate is similar or in some cases (middle sites) cheaper than a Licenced Site Stallholder pays (see above information).</p> <p>Plus, the morning bump in and the afternoon bump out would be a NIGHTMARE. As it currently operates, the Licenced Site Stallholders maintain a smooth and consistent order; for the morning bump in, when to arrive so we aren’t all trying to unload and set up our marquees etc at the same time. For the afternoon bump out, when, where and in which order to drive in. Licenced Site Stallholders also assist any casuals that may require assistance in this area.</p>

<p>Market Operation/Non-operation/Cancellation - Relocation Clause 57 (e)</p>	<p>The Licensee hereby acknowledges the right of the Council to take the action under clause 57 and hereby agrees that in the event that the Council does so then the Licensee will not seek or have any right to claim any Compensation of any nature whatsoever from the Council.</p>	<p>If the wording in Clause 57 (a) but not limited was removed, this clause would be acceptable as everyone understands extreme and unprecedented circumstances.</p>
<p>Insurance Clause 59</p>	<p>The Council will obtain and maintain public liability and products liability insurance policies on behalf of the Licensee in relation to the subject matter of this Agreement, subject to the Licensee complying with the following conditions:</p>	<p>Many Site Stallholders have their own and maintain public liability and products liability insurance. Perhaps this could be a cost saving to HCC. Perhaps, every Site Stallholder has to provide HCC a copy of their CoC and display on site or forfeit trading.</p> <p>If not (above), can a copy of HCC public liability and products liability insurance CoC be provided with the new licence agreement.</p>

Thank you for the opportunity to respond to areas of concern to me and for your consideration.

Mary-Jane Baker – Licenced Site Stallholder 298

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Matthew Gould, and I have been a stallholder at Salamanca Market for 10 years with my business "The fudge a'fare".

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

A significant site fee increase over the next five years would be extremely detrimental to our continued business at the markets.

We estimate from the figures that have been released on site fee increases, that we could be paying nearly 90% or \$70 to \$80 more in fees in five years' time.

That would equate to us having to average \$160 more in sales per week.

Our average sale is \$6, so we will need to sell an extra 27 items every week just to be where we are now.

In the last 2 years our raw material costs have risen by over 40% for our main ingredients, and in some cases the ingredient costs have risen by 120%.
Our margins are disappearing, while our costs escalate rapidly.
We would have to consider whether to decrease our staffing at the market, whether we spend any money on breakfast, lunch or coffee at the market, and whether we would even break even in the winter months, so we would take our holidays then.
We normally only have a couple of days off from the market a year, but would more than likely take the full allowed 8 weeks absence.
In full disclosure, we will need to sell at least \$500 to break even, and that is a harrowing thought, that I might be standing in a puddle in the rain for 10 hours just to break even, while casual stall holders and summer/winter traders are home and dry.

It is sad to see the market deteriorate into what it is now.
There are vacant sites all through the market, so many stalls are for sale, stall holders all around me are packing up incredibly early, a few of my neighbours are very sporadic in when they come, some weeks they are here, then not for 3 or 4 weeks and this can really affect our sales.

So many stalls are not following the operational handbook, stalls have out of date electrical testing and tagging, out of date fire extinguishers, incorrect material around open flame cooking.
We haven't been inspected for our food licence in over 5 years, whereas it would have been twice yearly inspections.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days' notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been.
Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or

de-facto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Matthew Gould

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Maurice Curtis and I have been a stallholder at Salamanca Market for 10 years with my business Federation Chocolate

I am writing to express my deep concern regarding the proposed changes to the Salamanca Market's site fees and license agreement, which could threaten the future of Tasmania's most popular tourist attraction and Hobart's cultural and economic centre.

Site fee increases:

The suggested rise in rent appears excessive and unjustified. Salamanca Market has been profitable for over 50 years, and despite a temporary decline due to the COVID-19 pandemic, it has managed to break even. With sound financial management, the market can continue to thrive without resorting to exorbitant rent increases. Implementing such an increase would unfairly burden the 300 small businesses at Salamanca, potentially causing many stallholders, including myself, to reconsider operating at the market.

The expenses associated with producing Tasmanian specialty items are already skyrocketing, with the cost of both materials and products on the rise. Implementing rent increases may prove to be the last straw, exacerbating the financial strain on vendors and possibly leading to the market's demise.

The current circumstances are challenging for stallholders, exacerbated by the impact of COVID-19. Presently, almost 10% of stalls are up for sale, with many vendors offering their stalls at a loss. Trade has declined as customers have less disposable income to spend on luxury items sold at the market. The situation is expected to worsen as interest rates and other costs continue to soar, and the market faces the possibility of a recession.

To make matters worse, the council is increasing its spending on staff, consultants, and other expenses related to the market every year, without consulting stallholders. They allocate funds from our rent to finance pet projects and various initiatives, such as giant puppets roaming the market, a program of curated music, and other activations. However, these projects do not attract more customers to the market or benefit stallholders in any way. In reality, they can lead to congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

As a business, we will have to evaluate how we can cope with these rent increases and their impact on our bottom line. This may require us to consider making significant changes, such as reducing staff and taking longer breaks from the market, particularly during winter.

I am concerned that the proposed increase has not taken into account the decline in revenue resulting from the market since COVID. We have seen a significant drop in sales in the last 12 months, combined with an increase in material costs, which has resulted in a 40% reduction in our pre-COVID revenue from our market stall.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Warm regards

Maurice Curtis

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Maxim Devine and I have been a stallholder at Salamanca Market for 7 years with my business Tactile Tasmania.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The documented increases in market fees and changes to the licence agreements will ultimately reduce the cost effectiveness of owning a market stall and reduce the sale price of a stall. Personally, I have other employment and the market is a source of enjoyment, creativity and allows me an opportunity to employ multiple employees and run a successful business as it stands. Increases in rates would mean that this business loses its appeal to me as the additional work will not provide any financial incentive and I will likely have to lay off staff, reduce the weeks I attend the market in quieter periods, and ultimately consider selling my business at a likely loss.

When I purchased my stall, I purchased a stall with a grandfather clause and a centre stall, for the specific reason that it would allow me display an array of products, adapt to changes in the market, include a variety of makers products and ultimately run a business that has the potential to be relevant every year, not just the year I purchase it and are provided with a specific, detailed and limiting product line.

For this I paid over \$75,00. If I sold my stall today, I would likely suffer a loss, further limitations to my product line, base cost and other potential changes allowable with the new agreement would likely lead to a further reduction in my stalls value.

COVID-19 has had immeasurable impacts throughout the entire world, Salamanca Market included, periods of reduced travel, market closure and changes in the way we conduct business are all things we adapted too and are still rebuilding from. It is my feeling that by increasing the suffering on small businesses at Salamanca Market to increase council revenue will ultimately lead to an unfortunate collapse.

On a further note, over the years I have had many customers who continue to return to Salamanca Market, they always make comment on new products I have, new experiences they have had and their enjoyment at Salamanca Market. By limiting people's ability to adapt and diversify you run the risk of becoming a stagnant economy, people will visit Salamanca Market once as they do other tourist attractions around the world, and that once will be enough, nothing will change, other than maybe more vacant sites.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Maxim Devine

26 April, 2023

Re: HCC invitation to respond to proposed changes to Salamanca Market Stallholders Licence Agreement and Fees program .

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Mea Souris and I have been a stallholder at Salamanca Market for decades - my first presence being in the very early 1990's, with my ceramic Design known as Down Under Pots - I began wholesaling them to Henry in the later 90's and they have been a popular product at Salamanca Market for over 30 years.

In the meantime, I have :

- Designed, developed, produced and brought several other unique products to Salamanca Market, including Posey Pots and PeacePods.
- Participated as a stallholder at The Rocks Market in Sydney for 12 years

Salamanca Market has become an iconic venue for Tasmanians and visitors to our Island State over the decades of its growth and development.

This evolution is a result of cooperative achievement on the part of the Hobart City Council and the stallholders but it is primarily the stallholders who are the blood, sweat & tears of the Market.

Without the stallholders, with all their diversity, creativity, skills and all else, including personality variations, Salamanca Market would not be the iconic feature of Hobart that it is today.

In relation to the proposed site fee increases and changes proposed under the new draft license agreement, I am compelled to say that the Council's inclination to reinvent Salamanca Market is potentially a fatal error of judgement and reflective of a total lack of understanding of the anatomy of Salamanca Market, or any similar market.

I say it like this:

- Salamanca Market, The Rocks Market, Portabello (London), Worrarrot Market (Chiang Mai) and many other famous markets in the world share common elements, and their fame and survival is linked

with an essential element - they are for and by local people, for the benefit of local people, community and 'visitors'.

- Whilst there are varying degrees of government or regulatory bodies involved in the administration etc of famous, successful Markets, it is not the Administration that is the key to the success or failure of successful famous Markets – it's the entity that is the Market – made up of the stallholders primarily, and the public, including community and visitors to the Market.

- The currently proposed reinvention of license agreements and fees strategies aimed at Salamanca Stallholders reeks of corporate shapeshifting and is bound to change the face and the nature of our precious community entity - Salamanca Market.

Please remember that our Market is not a Corporate Super Centre it is not a developers dream come true.

Some of our Stallholders bring their beautiful wares to Salamanca Market, and take home the \$'s that feed their children each week..... some are more advanced designer makers and showcase their creativity and productivity at Salamanca Market - all Stallholders do so for the benefit of all - meaning themselves and all visitors to the Market.

The HCC did not initially create the market that gradually became the iconic Salamanca Market – it was an obvious and essential cooperation and coalition of community members with products and produce to sell, and the local council which managed the public grounds on which the stalls were set up – absolutely nothing corporate about it.

This is how it needs to continue to survive and thrive.

The purpose of Salamanca Market is not to fund other Council projects or increase Council personnel - site rental fees of 300 stalls at a rate of \$50 per stall per week = \$15,000 per week ... an extremely conservative estimate we all know that the stall site fees are well in excess of \$50 per site per week = \$15,000 per week
\$70 per site per week = \$21,000 per week

\$80 per site per week = \$24,000 per week

\$90 per site per week = \$27,000 per week

Can the HCC not run Salamanca Market based on these figures?

There is absolutely minimal infrastructural expense exhibited at Salamanca Market :

- No geodesic or other weather protective canopy , assembled stall sites and virtual on site stock storage, as is the case with Rocks Market
- Very few bins for public rubbish disposal
- Are there any extra public toilets on the day, to accommodate the needs of the thousands of people who attend Salamanca market? No
- No visible Security Personnel presence
- Does Salamanca market Admin have to pay HCC for the Salamanca Market site or the office space required to administrate?

Please remember that HCC and the Stallholders share an absolutely mutual dependence, meaning that Salamanca Market would not exist, or at very least survive, without mutual respect and cooperation by both parties.

It is obvious that HCC holds 'the upper hand' regarding rules and regulations applicable to the market venue, but it is also obvious that throughout history, despotic behaviour applied to an essentially peaceful and optimistic community does not promote a successful outcome in the long run, stallholders are way more mobile than HHC - as much as they make up the Market, (they are the market) and sincerely want to continue to do so, if they are squeezed out by Admin or other despotic behaviour, they will regrettably, leave like all refugees who are squeezed out of home base.

Be careful what you wish for – you may finish up with a bunch of corporate bodies as stallholders and let's be honest aren't the big shopping complexes already full of them is that what the visitors to our iconic Salamanca Market come for?

- I believe that most Stallholders understand and accept that Stallholder Site Fees do need to be increased from time..... but the proposed indexation of fees and some of the proposed modifications to Stallholder Agreements are not particularly acceptable.
Please remember that our Market is our peoples Market and to impose the introduction of Corporatisation, however convenient and beneficial

it may appear to be for the Council to do so, is essentially training to failure for the Market itself.

..... No Admin can fake a good atmosphere in any Market Place or any other workplace if it becomes in some way a toxic or otherwise dysfunctional environment.

Draft licence agreement:

- I support the views and the specific recommendations offered in the following text by a wide body of Stallholders regarding proposed changes to our licence agreement.

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

- The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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I appreciate the invitation by HCC to make a submission in relation to the issues of proposed changes to our Stallholder fees program and our Stallholder licence agreement with HCC and in so doing, as a matter of mutual respect, I do expect to receive a response from HCC which indicates your response to the issues I have taken time & considerable effort to outline and present to you, as requested.

Please reply to: [REDACTED]

Mea Souris

Site 105

Salamanca Market

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Megan Graham.

and I have been a stallholder at Salamanca Market for 17 years

with my business Sunshine Designs at site 37.
Hand made kids clothing.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Melham *Megan Graham*

I have been a Salamanca Market stall holder for 17 years, the past 10 of those as a single mother with my market business my sole form of income for myself & my two children. I purchased my site around 10 years ago at the cost of \$45,000. My parents helped gain my bank loan by putting up their own house & property as guarantee! I purchased my site instead of using the money for a house deposit because I had absolute faith & trust I would be investing in a future for my family. Please don't make this the worst decision of my life. The cost of everything has increased from the fabrics that I use to the paper bags I wrap my stock in. Most stall holders are still recovering from covid sales, an increase every year of our license could destroy many a small business

To whom it may concern,

I am writing in response to the City's request for feedback from stallholders regarding the proposed Stallholder License Agreement and site fees for 2023 onwards.

As someone who has been trading at Salamanca for over a decade, I have always found the license fees to be more than reasonable. I have happily paid for a year's worth of fees upfront, knowing that my summer sales help support my finances during the winter months which can be more challenging economically. However, I am concerned about the long-term forecast fees and how they may impact the market towards the end of the five-year proposed period.

My primary concern is the potential increase in planned and approved absences during the Winter Season, which already experiences lower attendance compared to the Summer season. As fees are set to almost double over the next five years, from a cost/benefit perspective, some stallholders (myself included) may choose to prioritize productive time in their studios rather than attending the market every week during the off-season. This could result in a decline in market reputation and attendance, which may also hinder the City's goal of covering market operating costs through the fee increase.

I appreciate the opportunity to share my thoughts and hope that the City will consider these concerns when evaluating the fee structure for Salamanca Market.

Best regards,
Mel Baldock (Site 238)

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Mel French and I have been a stallholder at Salamanca Market for around 10 years with my business Dick & Dora .

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession. I have a retail store at Brooke St Pier (have had since the day it opened some years ago) and have seen how tourist numbers have certainly flattened since any initial increase post covid . MONA one of the states largest tourist attractions has not yet returned to pre cove opening days due to viability & in fact as of Anzac Day has dropped to 4 days a week . If this doesn't tell you something about the state of tourism without the fanfare of Tourism Tasmania figures I don't know why does. The doable spend per transaction at both my market stall & retail shop has seen a decline since inflation has taken hold . People just aren't spending as much .

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

A significant site fee increase could mean I no longer am able to employ staff, relying on the goodwill of my long suffering family to help out , I would have to carefully consider whether I could continue to be able to afford to buy breakfast , lunch and hot drinks during the day and other products while at the market, hence not supporting fellow stallholders. I rarely am absent & would have to really think about missing a market just in order to cover additional costs. Any additional rate charges would obviously have to be passed on as an increase in retail price which is hard when we are talking about Tasmanian made items. There is a ceiling price people are able to pay.

I have a bank mortgage for my stall which I am still paying off & the interest on it has already increased due to inflation dramatically even before any market cost rise . This has already had a noticeable impact on profit .

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Melanee french

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Christopher and Melissa Lees . We have been a stallholder at Salamanca Market for 17 years with our business Rare and Beautiful,

We are writing this submission to you as we are extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently ha broken even (excluding during and post-covid) and would continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making our uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

The market attracts many people to Hobart, it is one of our major tourist attractions, Many businesses in the area other than stall holders benefit from its trade. I can't understand the witch hunt, surely the council are making a lot of money already from parking in the area, give the market stall holders a break, times have been tough and many of us only just made it through covid and now with a recession and high interest rates many stall holders are suffering at the market.

Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss because of stall holder financial hardship. We stallholders are buckling under the pressure.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales. Basically just stop wasting money on irrelevant things.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Melissa and Christopher Lees



Melissa Lees

Rare and Beautiful
[REDACTED]

Hi Hobart City Council

I intend to sign a new licence agreement.

I would like

* 5 year license agreement as in past years with a 5 year extension.

* I would like fee increases to stay at CPI so not to disturb the dynamic of the market.

Thank you
Melissa and Christo Lees

Rare and Beautiful
[REDACTED]

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Michael Johnson Tasmanian Specialty Timbers and I have been a stallholder at Salamanca Market for 13 years with my business ...

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

- *We purchase our timber from sawmillers in the state Around 50 to 80 thousand dollars then components and other materials to make products. We have to purchase upfront and then wait for these to be sold to recoup costs.*
- *The price has drastically increased due to the forest agreement under the Greens Labour we keep our prices in line with other stall holders who purchase their products not making them.*

We invested \$45000 on our site 258 which we were forced to buy in 2015 as before we were casuals and council gave us a time line to buy or cease trading at the market.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can

negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Michael and Rebecca Johnson site 258.

To whom it may concern

Please accept the following as feedback for the proposed changes to Salamanca Market stallholder licence agreement:

Site fee increase: The market has evolved to its current form through an organic process and the role of the Council has been to support stallholders to trade and provide a unique tourism experience at the heart of Hobart. Our concern with the site fee increase is that instead of supporting stallholders it will push smaller operators out of the market therefore reducing the variety of stalls that makes Salamanca such a unique experience. This will change the nature of the market and visitor's experience and potentially the relative number of visitors. Changing the market experience is likely to result in a complex dynamic, which has not been carefully considered and which will reduce the appeal of the market as a trading platform, therefore reducing the value of sites. Reducing site value will come with its own challenges, including a lesser long term investment by stallholders.

We support an annual CPI increase to base fees but are not in favour of the proposed increment. The independent valuation used to determine the increment should also be made public as well as any analysis of the impact the proposed site fee increase will have on stallholder dynamics and the value of sites.

Sincerely

Michel Bermudes
Ma Bruny Oysters Pty Ltd
Salamanca Markets - Site 252



Dear Lord Mayor, Elected Members, Council Officers and to whom else it may concern,

My name is Michael Roberts and I have been a stallholder at Salamanca Market for 19 years with my business Mountain Peak Photography.

I am making this submission as I am extremely concerned for the future of Salamanca Market, Tasmania's number one tourist attraction and a source of livelihood for over 300 small business owners like myself, and for their employees. It is under threat because of the proposed site fee increases and the changes proposed under the new draft licence agreement.

Site fee increases

The proposed rent increases are unreasonable and unnecessary. For 50 years Salamanca Market has run at a profit or more recently at the point of a breaking even (excluding during the five-month COVID shutdown and the state border closures), and it can continue to do so with more responsible financial management and other efficiencies by the City of Hobart, rather than simply increasing the rent excessively. The proposed increase will result in an unfair burden being placed on Salamanca Market's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market. In the first year of the proposed changes, I am facing a 19.6% rent increase. Because of many variables it is impossible to calculate the total increase in stall rental charges by the end of the five-year period of the new licence agreement but it is likely that I will then be paying more than double what I am currently paying.

On top of this, the cost of making uniquely Tasmanian products is also increasing at a staggering rate. Three of my main source materials – matboard, printing paper, and printing inks – have recently increased by 13%, 23%, and 31% respectively.

Conditions since COVID began have been and still are tough for many market stallholders. I purchased my stall site from the previous site holder in mid-2019 and only paid the last instalment in late 2020 so the last few years have been extremely difficult financially. Nearly 10% of stalls are currently for sale, with many being offered for sale at a loss. Stallholders like myself who also wholesale their products to other tourism retail outlets have also experienced long downturns in these other sections of their businesses, and international visitor numbers are now only slowly returning to pre-COVID levels.

Now with interest rates and other living costs continuing to climb sharply and the likelihood of a recession increasing, trade is down with customers having less disposable income to spend on products at the market, which are often viewed as luxury items. For example, I have compared my takings from the first 16 markets of this calendar year with the same period in 2022 and my takings are down 21% so far this year.

This downturn has a flow-on effect on other stallholders as I continue to cut down on my discretionary spending on snack foods, coffee, and gifts purchased from other stallholders.

Each year the Council is spending more and more on staff, consultants and other costs related to the market, often with very little consultation with stallholders and with even less information being provided to stallholders about the benefits, if any, of this spending. If Council was more transparent and consultative about the decisions it makes that directly impact on stallholders, it would be easier to see how any proposed change might impact on visitor numbers or sales, and the costs and benefits of each proposed change could be more easily considered by stallholders. Hiding behind the commercial-in-confidence argument does nothing except to increase the lack of trust that many stallholders feel towards the Council and some of its officers. Some changes haven't brought extra people to the market or helped stallholders. Some decisions have caused congestion and impeded sales. Where is the information on the benefits of spending more money on marketing what is already Tasmania's number one tourist attraction? Where is

the Council's five-year budget and the detailed proposal for spending the increased site fees? What benefits will flow to stallholders from this spending? Will we get value for money?

The Council, just like thousands of locals and visitors, no doubt love Salamanca Market, but the Council is endangering the future of the market if they keep on adding to stallholders' operating costs.

One way for stallholders like myself to cut these costs is to take the full eight-week approved absence allowed under the licence agreement, most likely during the winter when visitor numbers and sales are lower. Fewer casual stallholders want to operate in the winter because of these factors, but if many permanent stallholders take an eight-week winter absence there will only be a half empty market operating, leading to a further decline in Council revenue. Is this a good outcome of increasing site fees excessively?

The market can continue to break even and prosper. I encourage Council to spend less on marketing and activations, and to look at alternative revenue streams including merchandise. In the interest of fairness and sustainability, I propose that any future site fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive and would allow stallholders to plan ahead.

Draft licence agreement

Clause 6

Remove the word "may" and insert the word "will" in the first line, in the section referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into the 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Clause 15 (b)

Amend Clause 15 (b) as this gives Council sole discretion to allow or refuse a transfer of a licence to a stallholder or their relative purely because they are related by birth, marriage or defacto relationship to a stallholder. As long as the additional stall is selling a different product line it should not be an issue.

Clause 16

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'grandfather clause' for those affected and it devalues licences without any financial consideration from Council.

Clause 23

It should be a five-year licence, not three years with an optional two-year extension, as there is already provision for a licensee to terminate their agreement with at least seven days' notice.

Clause 33

Clause 33 of the licence agreement should be amended as follows to reflect that:

1. SMSA and its members are reliant parties to the valuation.
2. Furthermore, the SMSA Valuer, and/or Valuer representative, should automatically be given a copy of the "letter of instruction" and a copy of the Valuation report, upon receipt by the Council. This should go to all stallholders and not just to the SMSA. This is in the interest of transparency and full disclosure.
- 3) Any SMSA-appointed Valuer should be at the Council's cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the Council Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome, without a second valuation report being required.

33. (c) (i) The reference to "14 days" is unrealistic and should be removed. SMSA only meets monthly and such a strict time requirement for a submission is impossible.

Clause 54

54. (a) (ii) Disputes between stallholders – the Council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

Clause 57

57. (a) The Council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in the Council's sole discretion". Other reasons, for example a pandemic and safety concerns are OK, however it should be stated that the Council makes an effort to ensure a stallholder is satisfied with the relocated site and is not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read it. Please contact me on [REDACTED] or [REDACTED] if you wish to discuss any of these points further. I sincerely hope that you will take my submission into account when making any decision about the site fee increases and the draft licence agreement and I look forward to further consultation and input on these matters.

Yours sincerely,



Michael Roberts
[REDACTED]
[REDACTED]

25 April 2023

24th April 2023

Lord Mayor
Hobart City Council

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Michelle Rathbone and I have been a stallholder at Salamanca Market for over 20 years, initially as a casual and for 16 years as a permanent stallholder with my businesses Recycle Creative and Buttongrass.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Increasing the fee to the amount proposed would mean my business:

- Operating over the winter would not be viable as I experience a substantial drop in turnover over this period.
- I would not be able to keep my summer staff employed over the winter due to the increased site fees.
- I would no longer be able to support other stall holders over the winter with spending at the market as I wouldn't have surplus money to spend.
- I would need to take at least 8 weeks off over the winter as it wouldn't be viable to operate due to the decrease in turnover.
- Rainy days would run at a loss as I sell soap and other products that spoil in the rain and the risk is quite high and the increased fee would make it not viable on these days.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
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- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Kind regards

Michelle Rathbone
Stall 193
Recycle Creative and Buttongrass

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Monique Boost and I have been a stallholder at Salamanca Market for 10+ years with my business Little Lissa Loo

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

I've really struggled the past few weeks coming to terms with the new licence agreement.

The unknown about what will happen to my investment/business has caused excessive stress.

It really has been mentally challenging and draining, many times feeling all sorts of emotions including defeated, confused, sad & angry.

To say my mental health has taken a battering is an understatement and I definitely do not wish to do this again in another 3 years therefore asking you to please re install the 5 year licence agreement.

The licence agreement is hard to read & full of jargon. The items seem to only benefit the Hobart City Council and does not seem fair to stall holders. I would like to see an overhaul of the whole document where both the HCC and SMSA sit down and re work the agreement keeping in mind that stallholders need to understand what it is they are signing because yes we will all sign it as we have no option unless we want to lose our businesses.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The proposed rate increase will affect my business in various ways including.

- * I Would no longer be able to employ The Marqueers to set up marquee or any additional staff to help at my site.
- * I Would no longer be able to afford to buy breakfast & lunch and other products while at the market, hence not supporting fellow stallholders
- * I Would take full eight weeks absence, which would be during winter due to less sales which equals the likelihood of attending market to lose money rather than make it. The unpleasant weather in winter together with a fee increase would definitely make me prefer to stay at home with my family this time of year, which is at a time when less casuals are trading, leading to a half full market and council revenue being further down.

- *My Fabric costs have gone up immensely e.g.:

Fleece \$23 PM (2023) Fleece \$7PM (2020)

PUL Fabric \$27 PM (2023) \$18PM (2020)

I Need roughly 1M each fabrics to make a size 2 Raincoat which retails at

RRP Raincoat 2023 \$75 (2023 = \$25 profit not including tags, buttons, cotton, electricity GST

Payable) with all costs included approx. \$15 for making 1 raincoat - 1hrs work

RRP Raincoat 2020 \$69 (2020 = \$44 profit not including tags, buttons, cotton, electricity & NO

GST Payable)with all costs included approx. \$42 for making 1 raincoat - 1hrs work

*If I raise my price any more I will not make any sales which is the case with all my products, people don't have the money to spend on handmade items and I hear it constantly at the market that things are too expensive but I can't afford to drop my price as there just isn't the money in it like it used to be. **So even if sales are good, profits are way way down!***

- * I bought my site in 2017 for \$38,000 I purchased other things like a new Marquee (which is too hard for me and my shoulders to erect myself hence employing the Marqueers to do it) Tables, Table cloths, Racks, Awnings, Hat stands, Mannequins, and various other items to make my stall look a certain way.

All items + Stamp duty making me add roughly \$43,000 to my mortgage, with the interest rate hike I am now paying roughly \$200PM extra on my mortgage than if I had not bought a site. Interest rates are still rising, costs are going up and I can't even sell my site for what I have paid for it as there are so many for sale that they aren't worth what we paid.

My site was supposed to be an investment to grow and leave to my children, or at least be my superannuation as I have none of that working for myself and not earning a lot of money now I feel I have wasted my money and my time and should have just remained casual.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within

the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

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In addition I would like to see an allowable 2 days per year grace for emergencies/sickness. Please understand that when we are sick or our children are sick we are still liable for paying for our sites even if we do not trade, these things can not be planned 10 days in advance.

I hope Salamanca can continue to be a great market where all the small craft makers (a lot who are work at home mums like me who want flexibility so we can raise our children) can afford to stay as these craft stalls are what makes Salamanca unique.

Writing this is stressful, I don't want to upset any of the market staff & council workers as we still have to get along but realise this is the only time we can plead our case so I hope I am heard and hopefully my submission will make some difference.

Stall holders want to be valued, at the moment I don't feel like a valued member of the Salamanca team (eg; a badge to celebrate 50 years as a gift was an insult we might as well have received nothing) we are all supposed to be working together and at the moment it feels very fragmented.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me via [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Monique Boost

Dear Lord Mayor, elected members, council officers and to whom else it may concern

My name is Nadia Tanase and I have been a stallholder at Salamanca Market for close to 10 years with my business Simone and Co Design.

On Monday 24 April 2023 I and several members of my market-family stood before council and had a 3 minute deputation begging the City of Hobart to reconsider the proposed changes in our up and coming licence renewal and what those changes would do to my family – and hundreds of artist families who make a living with their own two hands.

Salamanca Market is a must-see destination for any traveller or Tasmanian-living abroad and returning home - it's not unusual for us stallholders to hear of visitors who have flown in to Tasmania for the night, purely to visit Salamanca. That's not to say these visitors are spending money, and if they are.. they're spending differently.

What I wasn't able to say in those three short minutes on Monday night is that despite having the same number of sales each week, my average sale has dropped significantly. I longer hear from patrons who want to spoil their dog-sitter, plant-waterer and co-workers. They can't afford to.

There are very few stalls at Salamanca Market that sell what would be considered "essentials" – we sell luxury products in a time when even those of us who can afford to travel, can't afford to treat ourselves or those we love.

Already I'm seeing my market-colleagues bring thermoses of instant coffee and lunch from home instead of circulating their earnings with their neighbours.

We are debating a little longer about weather we can afford to buy the locally grown produce, natural all-fruit jams or the fresh- baked preservative free bread.

Stallholders, myself included – have decided the \$10 weekly hire cost of a table is just too high and have cancelled the service,- only the be stung with cancellation fee of \$36.58.

Yet more money we won't be able to use to our support our community.

Because that's what shopping local is, supporting your community. If I spend just a few dollars on buying something locally made, I'm helping my neighbour pay their mortgage.

By the estimated calculations emailed out by the HCC, my fees for being a Salamanca stall-holder will double within the next five years. Double.

As the Vice President of the Stallholders Association, I have heard dozens of stories of stallholders who are averaging a weekly trade of just a few hundred dollars, or experiencing weeks in a row where they aren't making stall fees. I

heard these same stories during Covid as so many stall holders weren't eligible for the State Govt help for small businesses as our gross turn over was less than the fourth odd thousand dollars a year required for the payments.

How many of us can live on less than \$40,000 BEFORE TAX a year? And support a family?

Luckily, with some help and a little luck, the State Government recognised the vital contribution is stallholders and artists brought to the community and later introduced payments for small businesses turning over around roughly twenty thousand dollars a year, the relief was immeasurable. How can we ask stallholders who are turning over around \$20,000 a year to pay roughly \$7400 by the end of the rises?

I don't have the exact figures of how many stallholders weren't eligible for the middle tier payments, and had to wait for the lower turnover threshold, but I can tell you there were many sighs of relief the day they were announced. The numbers are there for those who have access to the State Government's figures.

Some are considering selling, but with the highest number of stalls on market that I can remember, sites are selling for all-time lows. Heart-breakingly many stallholders chose between investing in property, re-drawing from their mortgages or in many cases, we're relying on the sale of their stalls to act as their superannuation.

When you're an artist, you often can't afford to pay yourself a wage – let alone superannuation.

If the fees increase substantially as proposed, - there will be an influx of stalls on the market, each undercutting the other and putting our local crafts people's retirement in jeopardy.

For almost 50 years Salamanca Market was able to sustain itself and even make a tidy profit, only during Covid did we make a loss.

Any artist will tell you that our costs have soared.

I spoke on Monday about how prior to Covid and the war in the Ukraine the magnets I sourced to glue on to the back of my craft set me back \$0.30 each. Now they're \$2.77 each.

Talk about inflation.

It's more than inflation though, only today was I advised that finally, after three years of being on back order and one company collapsing I can source the white colour I use to tint my craft in 1kg lots again instead of the vastly more expensive 200g tubs available to me since Covid.

I'm well aware that we have all, HCC included experienced rising costs – Salamanca Market stallholders don't expect a free ride.

As mentioned above, we have always paid our fees which have profited the Council nicely over the market's 50 year lifespan.

What I and other stallholders ask is that we re-examine the necessary costs associated with running the weekly event. A member of the market admin team has been on record in the minutes of a stallholder workshop stating that currently, Salamanca Market is running at or close to cost neutral. Why then, do we need to double our rent? Where is the extra money going?

Puppy-parking, roaming puppets, Salamanca Sounds.. these relatively new additions to the Salamanca scene and aren't requirements for a vibrant market. Us micro business owners are being forced to give up our staff and not eat, drink or use the bathroom for up to 7 hours at a time. And for what? Puppets who when they walk down the aisles push patrons away from my stall in waves?

Salamanca Market also own the copyright to their name and logo, we are the biggest tourist destination in Tasmania with a strong emphasis on reducing wastage.

Where are the keep cups? Tshirts? Hire umbrellas for wet days?

Up until now, fees have risen regularly by CPI capped at 10%, with marketing and insurance levies rising by the same formula.

No new levies should be introduced within the life of the licence.

I believe that's fair.

Anything else will result in the forced mass exodus of the majority of craftspeople at the market, leaving only food and alcohol in their wake. A weekly Taste of Tasmania.

Perhaps this is what the ultimate goal is?

Rather than the standard 5 year licence agreement, stallholders were offered a 3 year licence with an optional additional 2 years. Why?

Why after investing tens of thousands of dollars, spending our homeloan deposits, superannuation, taking out loans and handing over our life savings would we ever opt to freely hand back our licences rather than sell our businesses.

In an emergency, there are provisions for us stallholders to hand in our licences already. With a straight 5 year licence and regular 5 year licence renewals we have the time and space to explore how we can build our businesses up in these harsh economic times.

I, as the Vice President of the Stallholders Association and in conjunction with calling stall fees at CPI calling out at 10% also call for the following clauses to be altered:

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

- The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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the current report and has repeatedly been requested by SMSA with no result.

Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon

receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the

HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can

negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please reach out via email or better yet, I'd love to discuss with any sitting Hobart City Council member in person.

Small business is good for the community, help us continue supporting our fellow artists,

Best Wishes

Nadia Tanase
Simone + Co Design – Site 229

hi, dear manager

I am concerned about the resent draft licence Agreement rent increases,

they are way more than we expect.

We rely on the tourists, I support the SMSA's proposing rent increases at CPI,

capped at 10%.

Best regards,

Ping Chen

Stall holder #73

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Matthew Deakin and Paulette Whitney and we have been stallholders at Salamanca Market for 8 years with our business Provenance Growers.

We are grateful to be part of the Salamanca Market community and share support, camaraderie and good relationships with all of the council staff and with our fellow stallholders. It is the perfect place for our family farm to do business.

We run a small-scale market garden and sell produce along with preserves we make ourselves, and seeds and seedlings of rare edible plants from our farm. Our business is a paddock to jar enterprise. Every product we sell has been a seed in our hands, tended in our market garden, harvested and preserved by us. This local, authentic and handmade product is exactly what tourists visit Salamanca Market to buy.

We are writing this submission to you as we are extremely concerned for the future of the Salamanca Market, lutruwita/Tasmania's number one tourist attraction and the cultural and economic heart of nipaluna/Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

Our business is family-scale, and every visitor to our Salamanca Market stall receives their purchase directly from the hands that grew and made it. This style of business is exactly what visitors to Salamanca Market want - to engage with producers and makers - but it is this style of business that limits our earning capacity, we are limited in what we can produce and grow with our own hands. Reasonable stall fees mean that we don't have to compromise our authenticity, fee increases beyond the capacity of our what our hands can manufacture will drive away small, boutique producers who sell low-price-point goods and over time we will see more large-scale manufacturers at Salamanca.

Recently we have experienced price rises across all aspects of our business. Packaging, insurance, ingredients and fuel have all gone up significantly. We have also had an almost 90% change in customers choosing to pay by cashless methods since covid which is a direct cost of 1.9% in processing fees from our gross earnings and extra costs in hardware and accounting fees.

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, ourselves included, from continuing to operate at the market.

Many stallholders show up week after week, even on days when the weather is challenging meaning we may not even break even, giving visitors surety that they can come to market in any weather and still engage with us. Our business misses fewer than one market day each year.

An affordable rent also allows young businesses to dip their toes in the water and explore the feasibility of running an enterprise without having to take on undue risk.

Tourism Engagement

Approximately 80% of visitors who engage with us don't purchase a thing, they are looking to meet with authentic producers and understand the local food scene, and we engage cheerfully with every one of them and share our love for nipaluna/Hobart with pride. Our boutique fresh produce is photographed and discussed by market patrons more often than it is purchased, leading to patrons asking us which restaurants they can find the produce at to taste, and allowing them to connect directly with local producers. Tourism Tasmania's own research identified a growing sector in the tourism market who travel here for just that experience.

Advertising and marketing

Most stallholders invest a lot of time, money and energy on marketing and social media strategies. The stories we tell are authentic and, in our case, about the produce that is in season at any given moment. This allows visitors to stay engaged with our business even once they've returned home, and encourages them to make repeat visits. Our marketing enhances visitor loyalty to Salamanca.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise and engage with Tourism Tasmania as our stalls provide the colour and movement that drives visitors to stay and spend on accommodation and other services whilst here. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

Our stall represents a significant investment of capital and we need certainty of tenure and of continuity for our family business. We chose to make this investment as we need certainty of a permanent site so our repeat visitors can find us, and the infrastructure required to display our fresh produce, pickles and plants can be set up with ease each week.

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Matthew Deakin and Paulette Whitney, Provenance Growers

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Penny Geard and Elaine McDonald. For almost 40 years we have been stallholders at Salamanca Market making and selling handmade, pure woollen jumpers and garments.

We are writing this submission to you as we're concerned for the future of makers, artisans, designers and producer stallholders of Salamanca Market.

Artist and producer stallholders will be disadvantaged under the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. Many Salamanca Market stallholders like ourselves, are people working in low-income, labour intensive, but creative occupations. We work full-time at our craft for the love of making unique and beautiful Tasmanian made products. Our work is labour intensive, but we cannot charge even as much as the minimum hourly rate for our labour. We sell our work at prices that a limited number of discerning shoppers are prepared to pay, regardless of the time it has taken to make. As such, the theory that more tourists lead to more sales and therefore more income, doesn't work for stallholders like ourselves, who cannot increase our prices or production due to the handmade nature of our work.

The City's website proudly declares Salamanca Market as "representing artisans, designers and producers", but the proposed fee increases will impact unfairly and only make it harder for artisans, designers and producer stallholders to make a livelihood.

Financially, we have still not recovered from the loss of income during covid. Visitors to our stall are spending less due to their own financial pressures from increasing interest rates and other costs.

The council is spending more on staff, hiring consultants and other unnecessary costs related to what council staff think the market should be. The market has become the success it is

today primarily because of the unique products made, produced and presented by stallholder small businesses. Small business operators know how to best operate their businesses, without micro management from council employees, who have little or no expertise in running a private business.

The market brings a huge financial benefit to the state and especially to other Hobart businesses. In the interest of fairness and sustainability, we propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

The licence should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend **Clause 15 (b)** as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because of relation by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in **Clause 16** following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council. *(Here we would like to add that a couple of decades ago, when*

council first asked stallholders for a list of their product lines, we were given assurances that council would never, ever use the information to control what products could be sold!)

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, we suggest **Clause 33** of the licence agreement should be amended:

- Reference to “14 days” should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the “letter of instruction” (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read our opinions. We can be contacted on [REDACTED] if you wish to discuss the matter further. We sincerely hope you will consider our objections.

Thank you,

Penny Geard and Elaine McDonald

Subject: Salamanca Market - submission via Your Say



Respondent No: 4
Login: Peter Norris
Email:

Responded At: Apr 26, 2023 07:47:34 am
Last Seen: Apr 25, 2023 21:28:47 pm
IP Address:

Q1. **Full name** Peter John Norris

Q2. **Email address**

Q3. **Suburb**

Q4. **Provide your written submission in the text box below**

I would like to comment on the proposed changes. 1. Salamanca market has evolved naturally to what it is today over a 40 year plus period. I fear forced changes could destroy what has become one of Tasmania's major tourist attractions. One only has to look at Penguin Market. when I returned from the UK in 1999 Penguin was a superb market. When visiting family in the northwest we would regularly visit the market which was a hive of activity- steam trains running from the Don - stalls of all sorts and sizes. VIBRANT was definitely the word to describe it. enter two Sydney siders with grand plans - made major changes and then left.The market went into decline and never recovered. It is now a fraction of what it was. The same could happen to Salamanca market. 2. The wording in the contract where it changes from 'will renew' to 'may renew' makes it difficult to sell stalls as the security of tenure is in jeopardy. This may have legal consequences, as some of us have paid tens of thousands of dollars for our permanent sites.

Q5. **Upload your submission** not answered

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Petula Broad, and I have been a stall-holder at Salamanca Market for 35 years with my business Mellow Drama. I sell women's clothing.

Thank you for the opportunity to provide this submission, which I am writing to express my concern for the future of the Salamanca Market.

It is under threat because of the site fee increases and changes proposed under the new draft license agreement.

The proposed rent increases are unreasonable and unnecessary.

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders from continuing to operate at the market.

Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss.

For those of us who have invested many years and thousands of dollars in our businesses, it has been devastating to note this loss in value of our businesses. This is a direct result of council policy that has forced the sale of many businesses since Covid.

As a casual stall-holder said to me "why would I buy a site when I am guaranteed a stall every weekend anyway, and can choose whether to come or not ? "

Empty spaces at the market do not add to the buyer experience.

This has placed many of us who are licensed stall holders in a less favourable position than casual stall attendees. We pay up front for our sites, but there is no acknowledgement or appreciation for the commitment or value we have contributed to the market over many years. We started the market without HCC and made it what it is today.

I cannot afford to employ staff because of the volatility of sales, even though I find it increasingly challenging to manage the stall by myself with ongoing health issues.

I intend to take as much leave as I am allowed, because I cannot sell my site. What was once part of my retirement plan has been rapidly devalued in the last 2 years by council policy around leasing, forced sales and overly managed product line. It is difficult for new traders to get into the market, even if they want to invest in a permanent site.

I have noted with some concern over the years, increasing bureaucratisation and lack of transparency and consistency around decision making.

The council is spending more and more on admin staff, consultants and other costs related to the market. There is no consultation with stallholders as to whether it's a good idea to spend our rent on various projects. Entertainment doesn't increase sales. In fact, it often causes congestion and actively impedes sales.

I personally cannot hear my customers speak when we have bagpipes on the lawn opposite my site.

I already have shrinking profit margins, as I have tried to absorb the price rises in stock and freight. For example a jacket I sold for \$65 last year is now \$85, and I have lowered my profit margin to keep it at that. Freight costs have doubled.

Draft licence agreement:

Future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”

Finally, it is worth noting that the reason for the low uptake of users in the “engagement process” of workshops offered is that it was not conducted in a user friendly manner. I attempted to attend the first one and couldn’t access the information required without downloading yet another app, and having technical difficulties that I was never able to resolve. Also in the first meeting we were told that ideas discussed would not necessarily be implemented, so I didn’t see any value in continuing.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you consider the suggestions offered, and I look forward to further engagement on the matter.

Regards
Petula Broad

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Qingqing Pan and I have been a stallholder at Salamanca Market for 1 year with my business Salamanca Coffee & Donuts, and my husband Xudong Shi has been trading in Salamanca market for 10 years with business The Gift Station.

Salamanca market stallholders are very different to other markets in Australia, as we need to buy a site to secure a trading spot. With average capital investment between \$40,000-\$250,000, we need to have some degree of certainty of ongoing tenure. But recent proposed changes on license agreement have made us very worry about our future.

Site fee:

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, especially handcrafters, designers and producers from continuing to operate at the market.

The valuer visited the market and did the report by beginning of the year, which was in the summer, the busiest trading period in the year. The valuation result can not reflect the true fact of the trading. In fact, as we are heading to winter now, most of us stallholders have noticed this winter is a lot more quiet than previous years. The sales on the Easter holiday weekend was 30% down from last year. We still haven't had our majority international tourists back (probably because of the downward global economy).

In the valuer's report, it says the demand of trading in the market is same as the time before covid. It is not true. My husband has been selling his stall for \$20,000 (only half the price we paid 10 years ago), but hasn't gotten any series interest or even an asking. We may end up losing our capital investment. Also council has had 3 rounds of causal stallholders takings in one year (it was once every 2 years before), but still cannot get enough casuals. Significant site fee increase will make the situations even worse.

A lot of stallholders feel that some "Activations" are of little benefit to their sales, but instead long-time activations do distract patrons from their stalls. Instead of spending money in activations, having more car parks for tourists will be more beneficial for stallholders.

Draft licence agreement:

Firstly it should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Qingqing Pan and Xudong Shi

[REDACTED]



Respondent No: 2

Login: Rachel K

Email: [REDACTED]

Responded At: Apr 17, 2023 08:30:49 am

Last Seen: Apr 16, 2023 21:40:32 pm

IP Address: [REDACTED]

Q1. Full name Rachel

Q2. Email address [REDACTED]

Q3. Suburb [REDACTED]

Q4. Provide your written submission in the text box below

Salamanca Market Submission dated 17th April 2023 Proposed licence increases I believe the valuation provided to council by Acumentis P/L is incorrect and contrary to the licence agreement clause 37(a)(ii) whereby the Valuer is to have regard "...the current trading conditions at the Market, general retail activity in the Hobart context and general commercial rentals Hobart to determine the Council's Estimated Fee". In my opinion, the Valuer has failed to give significant weight to this data and is outside of scope by including interstate "market evidence" - rendering the valuation unreliable. As a result, the proposed licence increases are calculated in error and not defensible. I reserve the right to challenge this matter under clause S 54, Dispute Resolution Procedure, and am willing to attend court if required, to resolve this matter. The HCC will be held to abide by the licence agreement. A palatable solution would be to apply CPI increases to the existing site fee. The licence agreement proposed changes. The proposed licence agreement amendments make existing and potential stallholders nervous and do nothing more than to increase the rights of council, and in my opinion, to the detriment of stallholders. Stallholders understand that there have been several workshops and there have been some good ideas, however, I have heard stallholders trying to sell their stalls, with potential purchasers liaising with council (who highlight that there will be a new licence agreement in July 2023) and the sale falling through after discussions with council. Stallholders and potential purchasers don't like change and uncertainty - they want consistency and continuation of tenure. Council members need to be careful what they say to potential stallholders because they can "kill a sale" by making potential purchasers nervous unnecessarily. I am concerned by the large number of stalls for sale (29 officially but likely to be twice that unofficially) at many below previous levels - indicating to me that there are many stalls for sale at almost "any cost". I believe S37 of the licence agreement should be amended: - Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic. - S37(a) should be amended to reflect that: 1) SMSA and council members are reliant parties to the valuation, 2) Further to point one, the SMSA Valuer, & Valuer representative should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under FOI?) and a copy of the Valuation report, upon receipt by HCC. This is in the interest of transparency and full disclosure - currently lacking the actions of the HCC in this area by "hiding" information. 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome to parties; without a second valuation report being required. Rachel Kyle Site 254 [REDACTED]

Dear HCC and Salamanca Market Organisers,

A very quick submission from Westerway.

We understand fees for the market need to go up. And we want to see the HCC have the resources to invest Tasmania's number 1 tourist attraction.

We would be more open to paying higher fees if we weren't already paying \$10/week more for parking since we have not been allowed to park our van behind the stall. Not parking behind the stall also takes up an extra hour of Des and Joan's time each week (2 hours) trying to get in and out of the market. I also need to employ an extra 0.5 employees to manage and run the stall given there is more movement back and forward to the van during set up and pack down (5 hours). So the cost increases HCC have proposed significantly understate the actual additional costs our business have faced in the last 2-3 years through decisions made by the HCC and Salamanca Market organisers. In fact, the increased fees would cost our business significantly less than removing the van from the site over 5 years - what I am trying to say is that if we could park our van behind the stall once more, we would embrace the fee increased proposed and even be supportive of an additional charge (as the fee increases proposed provide less of a cost burden than the removal of the vehicle behind the stall)

On a lesser note, I also tend not to be impressed by independent valuations as the unquestioned basis of decision making. I live in an apartment block which was approached by developers last year - one of the unit holders may have known the valuer and the valuations were heavily skewed in their favour. I imagine the HCC engaged and paid for the services of the independent valuer. Additionally, rates valuations don't seem to always correlate that closely with the market.

We will of course adhere and comply with the decision made by the HCC and Salamanca Market organising team. This was my small submission which may provide some insight into the experience of this market stall holder.

Best wishes

Richard

The Westerway Raspberry Farm



Dear Lord Mayor, Elected Members, Council Officers and to whom else it may concern,

My name is Richard Hale and I have been a volunteer on the Equality Tasmania Inc (formerly the Tasmanian Gay and Lesbian Rights Group) stall at Salamanca Market for 35 years. Equality Tasmania (ET) is a not-for-profit community organisation that has proudly advocated for lesbian, gay, bisexual, transgender, intersex, queer, and asexual (LGBTIQ+) rights since 1988 through lobbying, education and direct peaceful protest, and which also has a long history of surveying the community to better inform Tasmanians on equality and inclusion for LGBTIQ+ people. ET's presence at Salamanca Market has been and continues to be a major contributor to increasing LGBTIQ+ visibility, acceptance and inclusion in Tasmania. The funds raised from the sale of products at ET's stall has been and continues to be a major source of income for the group and enable it to continue its advocacy.

I am making this submission on behalf of ET as I am extremely concerned for the future of Salamanca Market, Tasmania's number one tourist attraction, a source of livelihood for over 300 small business owners and their employees, and a primary source of income and point of community contact for organisations like ET. It is under threat because of the proposed site fee increases and the changes proposed under the new draft licence agreement.

Site fee increases

The proposed rent increases are unreasonable and unnecessary. For 50 years Salamanca Market has run at a profit or more recently at the point of a breaking even (excluding during the five-month COVID shutdown and the state border closures), and it can continue to do so with more responsible financial management and other efficiencies by the City of Hobart, rather than simply increasing the rent excessively. The proposed increase will result in an unfair burden being placed on Salamanca Market's 300 small businesses and not-for-profit community organisations, and may ultimately discourage many stallholders from continuing to operate at the market. In the first year of the proposed changes, ET is facing a 19.6% rent increase. Because of many variables it is impossible to calculate the total increase in stall rental charges by the end of the five-year period of the new licence agreement but it is likely that ET will then be paying more than double what it is currently paying. This is unlikely to be sustainable for the group and makes the option of ET withdrawing from Salamanca Market a real possibility, a loss that would be felt by many people in the local community as well as by interstate and overseas visitors who specifically come to visit the stall having heard about its rich history and pivotal role in LGBTIQ+ liberation in Tasmania. Nearly 10% of stalls are currently for sale.

As well, product costs are also increasing rapidly. The wholesale cost of the most popular item sold on the ET stall has recently increased by 20%.

Conditions since COVID began have been and still are tough for many market stallholders including community organisations which had very limited options for fund-raising during lockdowns and little access to financial support from government. With interest rates and other living costs now continuing to climb sharply and the likelihood of a recession increasing, customers have less disposable income to spend on products at the market, which are often viewed as luxury items. For example, I have compared the ET stall takings from the first 16 markets of this calendar year with the same period in 2022 and the takings are down 10% so far this year.

Each year the Council is spending more and more on staff, consultants and other costs related to the market, often with very little consultation with stallholders and with even less information being provided to stallholders about the benefits, if any, of this spending. If Council was more transparent and consultative about the decisions it makes that directly impact on stallholders, it would be easier to see how any proposed change might impact on visitor numbers or sales, and the costs and benefits of each proposed change could be more easily considered by stallholders. Hiding behind the commercial-in-confidence argument does nothing except to increase the lack of trust that many stallholders feel towards the Council

and some of its officers. Some changes haven't brought extra people to the market or helped stallholders. Some decisions have caused congestion and impeded sales. Where is the information on the benefits of spending more money on marketing what is already Tasmania's number one tourist attraction? Where is the Council's five-year budget and the detailed proposal for spending the increased site fees? What benefits will flow to stallholders from this spending?

The Council, just like thousands of locals and visitors, no doubt love Salamanca Market, but the Council is endangering the future of the market if they keep on adding to stallholders' operating costs.

One way for organisations like ET to cut these costs is to take the full eight-week approved absence allowed under the licence agreement, most likely during the winter when visitor numbers and sales are lower. Fewer casual stallholders want to operate in the winter because of these factors, but if many permanent stallholders take an eight-week winter absence there will only be a half empty market operating, leading to a further decline in Council revenue. Is this a good outcome of increasing site fees excessively?

The market can continue to break even and prosper. On behalf of ET, I encourage Council to spend less on marketing and activations, to look at alternative revenue streams including merchandise. In the interest of fairness and sustainability, I propose that any future site fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of maintaining a presence at the market remains affordable and would allow organisations like ET to plan ahead.

Draft licence agreement

Clause 6

Remove the word "may" and insert the word "will" in the first line, in the section referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into the 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Clause 15 (b)

Amend Clause 15 (b) as this gives Council sole discretion to allow or refuse a transfer of a licence to a stallholder or their relative purely because they are related by birth, marriage or defacto relationship to a stallholder. As long as the additional stall is selling a different product line it should not be an issue.

Clause 16

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'grandfather clause' for those affected and it devalues licences without any financial consideration from Council.

Clause 23

It should be a five-year licence, not three years with an optional two-year extension, as there is already provision for a licensee to terminate their agreement with at least seven days' notice.

Clause 33

Clause 33 of the licence agreement should be amended as follows to reflect that:

1. SMSA and its members are reliant parties to the valuation.
2. Furthermore, the SMSA Valuer, and/or Valuer representative, should automatically be given a copy of the "letter of instruction" and a copy of the Valuation report, upon receipt by the Council. This should go to all stallholders and not just to the SMSA. This is in the interest of transparency and full disclosure.
- 3) Any SMSA-appointed Valuer should be at the Council's cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the Council Valuer and SMSA

Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome, without a second valuation report being required.

33. (c) (i) The reference to "14 days" is unrealistic and should be removed. SMSA only meets monthly and such a strict time requirement for a submission is impossible. Any interactions that the Council has with volunteer organisations needs to take this sort of factor into account.

Clause 54

54. (a) (ii) Disputes between stallholders – the Council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

Clause 57

57. (a) The Council should not have the right to amend the boundaries of a stall site. Sites are purchased and traded according to size and other considerations. This change would add another layer of uncertainty for investment for many stallholders. Delete "any reason in the Council's sole discretion". Other reasons, for example a pandemic and safety concerns make sense to be included, however it should be stated that the Council makes an effort to ensure that a stallholder is satisfied with the relocated site and is not unfairly disadvantaged.

Thank you for the opportunity to make a submission on behalf of Equality Tasmania Inc, and for taking the time to read it. Please contact me on [REDACTED] or [REDACTED] if you wish to discuss any of these points further. I sincerely hope that you will take my submission into account when making any decision about the site fee increases and the draft licence agreement and I look forward to further consultation and input on these matters.

Yours sincerely,



Richard Hale on behalf of Equality Tasmania Inc

[REDACTED]
[REDACTED]

26 April 2023

Feedback for the proposed site fee increases at Salamanca Market

It seems to me that a fee increase in line with CPI is a reasonable thing, but I don't think a fee increase above CPI is reasonable at all.

Salamanca Market is a great success for Hobart. It attracts many tourists, which has benefited hotels, restaurants, shops, museums and all sorts of other attractions. It is a good day out for tourists and locals alike. It has also been very good for stallholders. So, the market is a good thing for all.

The council want more money from stallholders, more than CPI, even though inflation has already added to the expenses of all stallholders.

The reason given is that an independant valuer considers that stallholders are paying less than 'fair market rental'. I disagree with this assessment.

There is no such thing as an 'independant' valuer. The council pays the valuer, therefore the valuer is not independant. Apparently the council has had three such valuations done. It is no surprise that the result is what the council wants. It is what they paid for.

As to what is 'fair market rental' , if we disregard the opinion of the council paid valuers, that is a difficult thing to estimate.

For a stallholder who turns over \$500, then \$50 could be considered fair by some. For a stallholder who turns over \$2000 then \$150 could be considered fair by some. But market rental is not assessed by stallholder turnover.

I think the value of this market is in it's people. The stallholders and Council Market Crew who get up at 3 or 4 or 5 Saturday morning, whatever the weather, are a happy community. People help each other set up, move vehicles around so all can get in and out easily, talk about the weather and the news and ask about friends and family, tell a joke or two that they heard in the week, it is a lovely thing. Then the customers, locals and tourists arrive, with their funny stories and their enthusiasm and their questions. They don't just come to buy coffee and souvenirs, they come for the feeling, they come for the interactions with each other and the stallholders, they come to be part of it all. And in amongst all that, stallholders make some money. To value the market by only using money as a measure would be not understanding what is going on each week at Salamanca at all.

There is a wide variety of stalls at the market, some of which turn over good amounts of money, that could comfortably pay double the current stall fee. But a market that has only the very financially successful stalls would be a dull place. It would be a place without a significant part of it's value. All the makers of things of particular interest, that appeal to small sections of the market crowd, they are essential to the market being a joyful place to be at, a place of high value. If you increase the stall fee dramatically as is proposed you will squeeze out the small, the unusual, the interesting. These stalls may not be attractive to enough people to turn over large quantities of goods, but their value to us all is immense.

If you want to see what happens when rent gets high you have only to look at the shops in the Salamanca area. Once the place had many art galleries and special interest shops. Then it got expensive and now there are very few galleries and special interest shops, replaced by restaurants and cafes and more restaurants and cafes. There is much less variety, it is less interesting than it used to be.

If you make the market expensive as is proposed, you will push out the small and be left with the big money makers.

The things I sell are inexpensive, it is deliberate. I have always felt that it is good if everyone can afford what I sell, that anyone can come to the market and find a little something to take home with them. But with recent inflation in all things, I have had to put some prices up. A big increase in market rent would mean further increases in my prices.

If the money that council is spending on the market is a problem, perhaps we can consider how that money is being spent.

Recently the council ran a series of workshops for stall holders, to help them run their small businesses, things like good display and other topics. I suggest the council stops doing all that, it is unnecessary. Stallholders are a capable bunch, they don't need help running their businesses. They do not need more 'training opportunities'. The council person or persons who had to put time in to organising such activities are not a suitable expense for market stallholders to have to pay.

3.2 people are employed to run the market, that seems a lot. That cost must be at least \$300,000 . I have always found the council market managers excellent in any dealings I have had, but perhaps management is doing too many things that are not actually needed.

You suggest that these are moderate rent increases because of a survey you commissioned. That is not correct. What is proposed is a doubling over the next 5 years. Not moderate at all. The effect will be significant on stallholders who do not have very large turnover.

The survey itself is not to be taken seriously. People lie about money. People lie on surveys. Only 48% responded. You would be better off not wasting money on such surveys. They do not inform. What this one has done is make you think you know something, when you do not. Surveys are not a suitable expense for stallholders to have to pay.

To sum up, I think you should increase market rent by CPI, but not by any more. Your valuers are not independent. Your survey is not informative. If the money the council is getting from the market is not enough then you could; stop paying for valuers, stop paying for surveys and stop paying to run stallholder training activities.

Richard Neal
Site 162 Salamanca Market

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Rick Snell & Esther Robertson and we have been stallholders at Salamanca Market for 36+ years selling books.

We are extremely concerned for the future of Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

We also request that the council puts the current process on hold until it reconsiders its approach to fees (linking them closer to services provided with an important but smaller element of revenue generation), provide full details of revenue and expenditure from the market operations and allow all stallholders access to valuation reports.

Site fee increases

The proposed rent increases are unreasonable, unnecessary and have not been justified with evidence. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes.

The onus is on the Council to demonstrate that there is a reasonable connection between any fees and the services provided by the council and a reasonable rate of return on the council's investment. For a number of years the Council has stepped away from a fee system where there was a close connection between fees and services provided. Fees are now set on an entirely different basis.

Before any fee increase is accepted and any major changes made to the license agreement the Council should provide detailed break downs of income and expenditure incurred in operating the market over the last 5-10 years.

Furthermore the letter of invitation and the Valuer's final report should be available to all stallholders not just the representatives of the Stallholder's Association.

There is no justification for the Council to rely on a valuation report that compares non-similar markets – many operated under different ownership and governance arrangements.

The Council should provide a detailed costing of its current operations and what is needed to cover current costs (including payment of council property and assets purely used for Salamanca Market operations).

The onus is on the Council to precisely identify what extra services and expenditure it will be using to improve the market. It is not good enough to promise vague improvements and programs with no details. Or simply to undertake activities, consultancies and changes in operations simply because there will be access to increased revenue.

The Council needs to reassess its approach to the market and be very clear whether market stallholders are just an exploitable resource.

General Comments

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

Conditions since COVID have been tough. Nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. Stallholders are buckling under the pressure. Trade is down for many stallholders with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. The forecast for the next 12-24 months is dismal.

Each year the council appears to be spending more and more on staff, consultants and other costs related to the market. The various activations and activities need to be costed, demonstrated to have a positive impact on foot traffic and not turn what has been a market with a great atmosphere (produced by stallholders and buskers) into one that is simply a sideshow.

The council, just like thousands of locals and visitors no doubt love the market. However the Council seems to put increased revenue in front of actually supporting stallholders – the heart of the market.

Likely impact of increased stall fees

1. We currently spend \$50-\$100 per week on food, beverages and items from local shops located at Salamanca. We will need to reduce this expenditure to cope with proposed fee increases.
2. We would be more likely to take more approved absences especially in Winter.
3. We have recently expanded our operations to selling new books – which has increased our costs and increased our exposure to damage/loss due to severe weather (2-3 times a year).
4. The unreasonable fee increases and license changes will make it more difficult for us to sell if we need to in the future. We have been stallholders for over 36 years and are both now in our 60s (with children living elsewhere). We have invested heavily in our stall (in addition to the 5.30 am to 4 pm time on Saturdays).
5. The fee increases will remove the possibility of us hiring casual staff especially as our generally health declines.
6. Whilst we sell second hand books we sell new books as well and will use that part of our operations to illustrate the impact of costs. At a 40% markup we need to sell about \$230 of new books to cover our stall fees. The proposed increase, will in 5 years, make that upwards of \$400 before any other costs (including tax) and before we see a return.

We generally cover our current stall fees around 9-10 am most Saturdays. If the proposed fees are accepted this will be around 11-midday leaving only 3 hours (often the slowest of the day) to recover all other costs and try and make a return on our investment.

The market can continue to break even and prosper. We encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, we propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence. Not the proposed 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase is based on a valuation we have not seen. Valuations are highly problematic and often predisposed to confirming the commissioning bodies preference – in this case a significant increase in fees. To prevent this reoccurring, we suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,

2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read our thoughts. Please contact us on [REDACTED] if you wish to discuss the matter further. We sincerely hope you will take onboard our objections and I look forward to further engagement on the matter.

Yours Faithfully

Rick Snell
Esther Robertson
Stall 144

[REDACTED]
The Missing Tiger



**Tasmanian Small
Business Council**
Uniting Small Business

Tasmanian Small Business Council Inc



To Whom It May Concern

The TSBC writes in support of the Salamanca Market Stallholders Association, members of the TSBC, in their concerns over the proposal to significantly/unreasonably increase the rent payable on their stall sites.

It appears that the proposed increase is grossly unfair and if presented in any other situation i.e. a residential landlord, to the Hobart City's elected representatives, there would be outrage.

It is clear that the stallholders are happy to pay an appropriate increase in their fees but not at the rate proposed.

I understand the significantly increased fee is to increase the amenity of the market, but without consultation and agreement on what that amenity might be, and how that will advantage the stallholders and their customers, there seems little justification for this proposal.

In addition, the TSBC would also propose that *Clause 57 Relocation* within the Hobart City Council Salamanca Market Stallholder Agreement may be considered unfair, and subsequently void if the stallholders were to have their case considered by the ACCC.

There is little doubt that a stallholder under some circumstances may be able to demonstrate all three limbs of the Meaning of "unfair" in the extract from the 'Unfair Contract Terms – A Guide for Businesses and Legal Practitioners, below.

Summary

If a court finds a term is unfair, that term is void (treated as if it never existed). If the contract can operate without the unfair term, it will still be binding on all parties.

A term of a consumer contract is unfair if it:

- *would cause a significant imbalance in the parties' rights and obligations arising under the contract*
- *is not reasonably necessary to protect the legitimate interests of the party who would be advantaged by the term; and*
- *would cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on.*

In deciding whether a term is unfair, a court may take into account the matters that it considers relevant but must take into account:

- the extent to which the term is transparent; and
- the contract as a whole.

Meaning of 'unfair'

In deciding whether a term in a standard form consumer contract is unfair, the court or tribunal will apply the three-limbed test for unfairness. The test for unfairness, states that a term of a consumer contract is unfair if it:

- would cause a significant imbalance in the parties' rights and obligations arising under the contract; and
- is not reasonably necessary to protect the legitimate interests of the party who would be advantaged by the term; and
- would cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on.

All three limbs of the unfairness test must be proven to exist, on the balance of probabilities, for a court to decide that a term is unfair.

ACL reference: section 24(1) ASIC Act reference: section 12BG

A 'significant imbalance'

In considering whether a term of a consumer contract would cause a significant imbalance in the parties' rights and obligations, this would involve a factual assessment of the available evidence. The claimant has to prove that, on the balance of probabilities, a term of a consumer contract would cause a significant imbalance in the parties' rights and obligations arising under the contract.

'Not reasonably necessary'

A court must find that the term is not reasonably necessary to protect the legitimate interests of the party that would be advantaged by the term. The meaning of legitimate interest is open to interpretation by the court.

A term is presumed not to be reasonably necessary to protect the party's interests unless that party proves otherwise. The party advantaged by the term needs to provide evidence that its legitimate interest is sufficiently compelling to overcome any detriment caused to the consumer, and that therefore the term was 'reasonably necessary'.

Such evidence might include relevant material relating to a business's costs and structure, the need to mitigate risks, or particular industry practices.

Detriment

The court would need to find that the term would cause detriment to a party if it were applied or relied on.

The court will consider whether the term causes detriment such as financial detriment, delay or distress for the consumer as a result of the unfair term. A claimant does not need to show proof of having suffered actual detriment, but must show more than a hypothetical case in which he or she would suffer detriment.

Reference: Explanatory Memorandum to the Trade Practices Amendment (Australian Consumer Law) Bill (No.2) 2010, paragraph 5.31

Salamanca Market is the one thing in Australia that everybody around the world would identify as uniquely Tasmanian. For the Hobart City Council to want to kill the goose that lays the golden egg which enables Hobart to be identified above all others by raising rates is unbelievable.

I look forward to the continuation of a profitable and harmonious market community and a resolution to the topics causing significant angst to the licensees.

Regards



ROBERT MALLETT
CEO
TASMANIAN SMALL BUSINESS COUNCIL



I am Robyn Davies the licensed stall holder of Site 103.

I have had this site for 6 years and paid \$45000 for the ability to have the same site each week. That is the only difference I can see between a permanent casual (for 10 years and more)and myself and the many permanent stall holder who have invested their savings or superannuation into purchasing their sites.

The proposed increase in our site fees comes on top of very difficult couple of years due to Covid. We are only just starting to see an increase in domestic travellers. Unfortunately international tourists have yet to return.

We are sellers of our products but we are an assist for Tasmania. We work ...free..promoting Tasmania and try to give local knowledge which will help make the tourists stay in our beautiful state more enjoyable.

I have found that the costs of making my recycled jewellery have increased markedly. This is happening across the whole economy. Which means that locals and tourist have less money to spend at Salamanca market.

I have seen that my sales have dropped off customers are buying less or one piece, other say all the time how they love my work but can't afford it.

I have one worker who I would love to employ for more hours on Saturday from 4 hrs to 6 hrs which would help with my set up. But I can't afford to pay her for more hours.

If sales drop further I may have to not employ her until the summer months. I feel terrible as she really needs the work and money.

To increase our site fees at the moment with the financial stress so many in our country are in is appalling.

To further increase our rents over 5 years to double our rents... is not accept and is only to further grow the already large Salamanca staff. Who pays their large wages... we the stall holders we are the employer not HCC.

I am tired of the threats to take away our licenses if we don't sign the new agreement.

I work on Saturday from 4 am to 5 pm.

I make my recycled jewellery from 20 to 30 hours each week.

Some Saturdays after costs including rent for my site I make \$300 .

Sites stents selling why because people don't want to make all week and also they aren't making much money when working as a casual.

Our investment is basically worthless

So many stall holders who are makers will walk away.what happens to this iconic market then?

We are not being listened too or treated with respect it is many stall holders livelihood the money made at the market pays for the mortgage and food for their families

Please support and appreciate the licensed stall holders who make the Salamanca market the No 1 tourist attraction in Tasmania... and doesn't receive any financial support from government local and state

Kind regards

Robyn Davies

Site 103

"Revisited "

--

Revisited

Robyn Davies

Site 103 Salamanca Market

Hobart Tasmania



Submission Re Salamanca Market Draft Agreement 2023

24th April 2023

Dear Lord Mayor, Elected Members, Council Officers and to whom else it may concern,

My name is Rowena Brazzill, and I have been a permanent stallholder at Salamanca Market since 2015 with my Tasmanian skincare and soap business Naturally Millie Ma on site 277, but **now** currently at site 212 since 2020 under the present boutique brand Milie Organics.

I agree with you that the Salamanca Market is a vibrant and unique weekly tourist attraction that supports us stallholders and surrounding businesses in the Salamanca and waterfront precinct (retail, tourist, restaurant and accomodation), and provides locals and visitors with an amazing array of locally made artisan products that can't be found elsewhere.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making my Tasmanian skincare and soap products have increased at a staggering rate, with the cost of raw materials and freight going through the roof. These proposed market rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Currently I employ one staff member to assist at the market and this includes paying super plus insurances (workers comp and business insurance (which included product and public liability)) on top of her Saturday wages. I cannot cut staff due to size of stall, so this will be a difficult cost to live with. [REDACTED]

I attend the markets each Saturday, and only took off one last year. This was the first weekend off since pre-Covid. This was due to the passing of my mother who lived in NSW. I am dedicated to the market and can't afford to take weekend off.

Each week I support surrounding stalls with coffee and food purchases, plus fruit and gift stalls when I have to purchase my weekly fruit and personal gifts for friends and family. I really love supporting other stall holders, as they support me as well. I currently give other stall holders 10% discount, but this will have to stop if the fees go up as proposed. The stallholders are the main blood of the market and most of us enjoy supporting each other.

The past year I have seen my raw materials and freight triple in costs, plus extra costs including rent and insurances. This year my business insurance has nearly doubled. Due to the industry I am in and the extremely high competition, pricing is so vital for longevity. I am unable to increase my prices too much to match the price increases of the raw materials and freight, so my profit is dramatically negatively effected. This is very stressful as I have to pay myself income to be able to afford to live and support myself and my family.

The industry which I am in has a very high cost margin, and this is more impacting for me as I hand make all products using quality locally sourced and palm free ingredients - all of which are my main selling points. By sourcing locally, I am paying 3x price than if I use mainland alternatives (Hemp Seed Oil, Extra Virgin Olive Oil, spring water, and cheaper alternate essential oils (Lavender, Kunzea and other Tea Trees). What makes my products unique, palm free certified and popular are that they are all handmade here in North Hobart, not made from a premade cheap base. I am the only stall in the market that is certified palm oil free and this in one of my vital marketing points. This costs up to \$1000 a year for certification.

In 2020 I sold my previous stall at site 277 at a loss to purchase the current site at 212. This was a HUGE investment as I had to pay \$110,000 for the stall licence and site. Suddenly this was all stopped with COVID 19, but every week once the market reopened I was at every market supporting the Salamanca Market Committee (which did a fabulous job reintroducing us back into the public safely) and riding the roller coaster wave of extreme financial stress and the "not knowing" if my business will fall apart. But I was determined. I took a huge risk by taking out a business loan to purchase the site 212 as it is in the epicentre of the market and would increase my sales due to location. My old site near the Silo end was not viable long term.

I do not support the Clause 57 which states that the market can temporarily or permanently relocate my stall. This is a strong definite opposition to this clause. If the market decides to move my stall for any time I will dramatically lose my sales income. I am wholly dependant on the position of my stall in the market and that is the reason why I paid such high dollars - location location location. I invested \$165,000 in 2020 in the purchase and rebrand to a professional level that represents my business values and promotes the Tasmanian brand fully. Every week I get wonderful comments from interstate visitors on my stall presentation, branding and the Tasmanian content. If I am moved out of my area to a location that is in my A Category this will have detrimental impact on both my market sales and online sales from Salamanca Market customers. My online sales are approx. 20% of my income. I will basally lose approx. 80% total income and this will end my business. I have high fixed costs that total nearly \$80,000 a year - rent, insurance, marketing etc. When I was at the silo end not everyone makes an effort to walk down that far and I have proof that where I am now and where I was back in 2015-2019 is about 70-80% difference in sales. I am single parent with a home loan (like most of us) and have no other income source, so this will put my family and I in a catastrophic financial position.

As Salamanca Market is my main lifeline financially, I also depend on local business who approach me for wholesale and amenities ranges. If I am moved and not easily located, then I will also lose this source of income for my business, so you can see that clause 57 will have a detrimental impact my business that can easily end all my hard work over the past 15 years.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
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54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. Council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils 'sole discretion". Other reasons eg. pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

We all want a positive mutual outcome for everyone. Without the permanent stallholders there would be no market.

Kind regards

Rowena Brazzill
Milie Organics
Site 212



Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is *Samuel Moly* and I have been a stallholder at Salamanca Market for *6* years with my business *Memories of Tasmania*



I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet

projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

- Would no longer be able to employ staff*
- Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders*
- Would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. Particularly add comment if you wouldn't usually take many absences but price increase would force it due to higher break even point.*
- Include any example of increases in material/stock costs*
- Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins*
- Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on *(insert phone number)*.... if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

(Name) Sam Moly

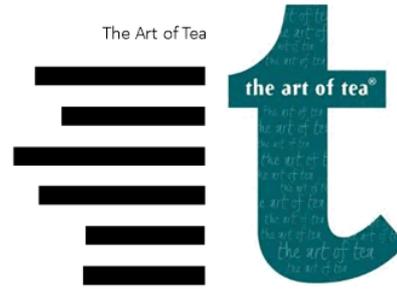
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Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

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 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
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25 April 2023

Dear Lord Mayor, elected members, council officers and whom else it may concern,

Re: Draft Salamanca Licence Agreement

Thank you for accepting Submissions regarding the proposed changes to Salamanca Licence Agreement and corresponding site fees. I have considered the Agreement and have a number of concerns that I trust you will take into consideration prior to the Agreement being finalised and signatures being required of businesses to retain a licence to trade at Salamanca market.

For the record, in addition to my specific concerns detailed below, I also support the concerns put forward by the Salamanca Association, but will not, simply for the sake of brevity, itemise them also in this submission. Please however note I do support their specific grievances.

My business, the Art of Tea, began trading at Salamanca Market in 2000. That was actually the birth of what is now an iconic Tasmanian brand. I purchased this fledgling business in 2007, and am very proud of its growth and status as a successful small business that employs 6- 10 local people on an ongoing basis. I would not have been able to grow my business in the same way if it wasn't for the 20 the years we traded at the Market and gained a substantial number of interstate customers who continue to be long term and loyal customers.

The Market is the foundation for other very successful Tasmanian brands too. Leveraging the exposure to a vast number of interstate and international customers, undertaking good marketing on site, and following Saturday trade with intentional business development strategies to grow to something recognised and respected. But it didn't come easily nor without significant cost and hardship.

As the owner of my growing business and a single parent, I trading mostly on my own at the market from 2007 to 2020. I working 6 days a week in my business and I didn't see my daughter on Saturdays for the best part of 13 years! I sacrificed a LOT to be trade at the market, barely taking a Saturday off, unless very inclement weather.

So I was, in part, very grateful for the break from trading every Saturday when COVID forced the Market closure. That time was a major crisis for many small businesses like mine. As the

sole manager, I was thrust into a relentless period of stress and change to ensure the continuation of my business. Navigating COVID, stressed employees, the loss of significant income from my wholesale customers (tourism and hospitality), loss of income from the Market and also the forced closure of my small retail shop in Battery Point.

The business and brand by 2020 was 20 years old and I was able to leverage my online sales to support myself through the difficulties and retain most of employees. But it made me realise that I was close to burn out, and I was not physically able to keep running a business 6 days a week, with the most arduous day being Saturday. The time had come to sell the Site and focus on the other aspects of my business and finally have weekends with my teenager.

As such, this submission pertains to the injustices in the Agreement and proposed fee increases, from experiences regarding:

- Selling a site
- The inability to purchase a different site (better location) and just trade on 1 site (pending sale of original site)
- The inability to sublet
- The restrictions on current "Approved Product lines" that has prevented 2 sales of my site proceeding (obstruction of business)
- The limitation of 8 weeks Absences
- Site fees and profitability
- Product trials
- (other, miscellaneous clause changes/notes)

1. Proposed fees and Profitability

The proposed fee increases will make the majority of small business unprofitable (arguably some would already not be profitable).

In Australia a product based, artisan business, make on average 10% PROFIT at year's end, as shown in tax returns, Profit and Loss statements and ATO records etc. This said, and from my own figures, an \$82.46 site fee requires \$824.60 gross sales on a Market Day before a genuine profit from the day.

There are a vast number of artisan stall holders who do NOT make \$824+ on a Saturday. Important here to note: Sales are not Profit. Many new artisan stall holders do not even understand their finances, yet they recognise buying, coffee and other purchases from fellow stall holders, and even Council hired tables is beyond their budget.

2. Profitability and Employees

On the few occasions I employed someone to run my site for the day, it cost me wages from 6am to 4:30pm, on the Saturday rate on the Food Beverage & Tobacco Manufacturing Award (my employees fall into this Award during Mon-Friday which Fair Work Australia stated I

MUST to pay them under that SAME award on Saturday). The Casual Rate (2023) for this Award is \$44.10/hour. For a Saturday then = \$463.05. Adding this up and considering the 10% profit margins for my artisan business:

A \$463 wage, plus \$82.46 site fees (plus levies) = \$545.46 COST.

Which means I need to make **SALES of over \$5454.60 !!** The Art of Tea never ONCE in 20 years in made over \$5000 on a Saturday. An average sales day is \$1200 (for over 10 hours work!). It is totally unfeasible to employ a person and pay them the legal amount and hope to make a profit, it is just a VERY expensive MARKETING exercise (no pun intended). As a honest business woman I have ALWAYS paid Award wages and therefore run at a MASSIVE loss to employ a person on the occasional Saturday because, there are not enough provisions under the Agreement sufficient time off. Additionally, as a business owner I am liable as I cant give them the minimum Award meal breaks when there is only one employee on site. To employ someone is a serious LIABILITY.

3. Absences

The eight (8) Absences limit under Clause 41, 42 and 43 is totally unreasonable. To pay and employee to cover some days so the business owner can take some days off is preposterous. To pay the site fee in an Absence is also unjust. It is not always possible to request an Absence 10 days prior. This clause should be 12 weeks (or more) permitted Absences and minimum of 24 hours Notice (perhaps ideally 5 days) written, including email, notice.

4. Subletting

Clause 11.

The inability to sublet is too onerous. Subletting should be permitted if a. business needs to take leave, b. the business owner has advertised to sell their business but has not yet made the transaction.

Subletting could be managed similar but less bureaucratic than the 2022-2023 Casual Tenancy Agreement.

5. Ownership of one licence

Under the proposed clause 15, the Council will not permit a Licensee to hold more than 1 Licence.

In a circumstance in early 2019, I proposed to the Council that I wanted to purchase a site in a better location (Site 220) and requested that the Council permit me to TRADE on said new site, whilst I was awaiting the sale of my existing site (248) site. The Council forbid me, presumably under the Clause 15.

The Clause needs to include permission to TRADE on another site, whilst pending the sale of a existing licenced site. The Council need to either simply change the Site number stated on the

Licence to the new site, or issue a new Licence (if they really think there's any benefit(?). Either way the Agreement needs to allow for a Licensee to purchase a different site and whilst awaiting the sale of their old site, (temporarily own more than one site) . As such the Clause could say in addition to this that the Licensee cannot trade on more than ones site AT A TIME.

I personally do not agree that relatives etc should be withheld from owning more than one licence. But in my experience above the clause prevents existing licence holders to move legitimately within the Market to a more preferred site as they would have to **first sell their own site!**

6. Product Trials.

Clause 46.

A stall holder is conducting a business at the Market and should have the right to trail products before committing to manufacturing greater volumes and then seeking Council Approval. As such this clause should be removed.

7. Minor edit required?

Note this clause seems grammatically incorrect. See highlight

61. The Licensee must ensure the Stall Site is set up at least thirty minutes before the official opening time of the Market on Market Day. as set out in clause 88. 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

8. Stamp Duty

Clause 69.

How is it that an (outgoing) Licensee is responsible for ensuring the new incumbent pays the Stamp Duty? How can an existing Licensee ensure this? This clause needs to put the Council responsible for precurring the Stamp Duty.

9. Trade marks

Under Clause 74, there leaves no room for a business who trades at the Salamanca Market to advertise that they are present there (ie "we are open for business on Saturday at Salamanca Market 8:30-3". They clause seems to prevent businesses from advertising on radio, TV, online, print media etc that one place of their trade is Salamanca Market (site xyz)

This clause needs to specify that that type of advertising is permitted.

10. Sale of a Site. Non Exclusivity and Pre Casual Approval process

In 2022 a business owner who had traded at Salamanca Market as a Casual for over 6 years was NOT permitted to buy my site, with the reasoning being that another similar artist was in existence near by.

However under Clause 87, the Council can Approve "same or similar approved product lines". And yet they blocked the sale of my site. Noting all artists are different, and none sell the same things so this clause is moot.

Now in mid 2023 there are over 30 sites for sale and mine is still one of them!

The finicky way in which the Council have conducted the process of "Approved Product Lines" has gone beyond reasonable.

Furthermore in 2022 the Council closed their Submissions for Casual trading process, so when a completely new business wanted to buy my site, they too were rejected because they hadn't got their "Casual" approval forms in before the annual Casual approval cut off! He wasn't applying to be a CASUAL, he wanted to trade permanently on my site. So a second potential purchaser was blocked.

Again, now in April 2023 my site is still for sale and now unlikely too with so many listed for sale.

Value to a Site owner?

In 2007 I purchased the Art of Tea for \$100,000, this included the Market site(s) (with tent, kit and box trailer), a rudimentary website, some branding and approximately 10 wholesale café customers. Essentially then the Market sites (248 and 224) were valued over \$50K. Market sites were in very high demand. At the time 1- 2 big food vans were for sale and maybe 1-2 general sites. In 2007 people said "it's as rare as hen's teeth to get a market stall"!

With the strategic changes to how Casual stall holders are now treated, the incentive for them to buy is almost zero. They are guaranteed a place and often the same place for weeks at a time. The 2022-2023 Casual Tenancy Agreement has barely resulted in any of those Casuals purchasing the site they inhabited for almost 12 months. Why would they? The casual fees are about the same as permanent, and they don't have a \$50K debt and they can come and go without limitations like maximum of 8 weeks leave a year!

The proposed increase in fees are also making trading at the Market less and less attractive. It is clear that people are unwilling to invest in a site, pay off \$50K site debt, commit to higher weekly fees, be restricted to only 8 week approved Absences and now pay higher site fees! How are business owners like myself going to get a Return On Investment and recoup their original site purchase with the current HCC Agreement and leniency of Casuals?

I traded at Salamanca as a single mum for thirteen years, rain, hail and shine and missed all those Saturdays with my only child, and I grew a business from those humble beginnings.

But now, I cant recoup my expenditure on the site, I cant continue with a Casual Tenancy Agreement, I can't physically return to the Market, I can't sublet, I can't get more that 8 weeks leave, and I can't afford an employee to run my stall, and I can't afford (and think its unjust!) to start paying HCC weekly fees when I am trying to sell the site!

With all respect for the complex relationship between a Council and licenced stall holders, the bureaucracy has gone too far. The Council has caused significant financial losses for licenced stall holds creating the current climate of low demand for "permanent" sites. These changes to the management of the Market by Council needs to be reconsidered in entirety, with a full review of the Agreement, before a stall holder take legal action of restriction of trade (saleability) or the likes. Perhaps the Council trying to recover expensive (Market employee) costs from the months of the pandemic when there was no revenue from stall holders? Is this another reason for withholding the Market Budget from the Salamanca Stall Holder Association?

The trending down of permanent stall holders at the Market will steadily cause an increase in gaps at the Market, and within a few years all there will be are puppets, parked puppies, panpipe playing youth and a bunch of liquor stalls. What will tourists think then of the "best market in Australia?"

Yours sincerely



Samantha Brown (Owner, Manager & Director).

Dear Lord Mayor, Elected Members, Council Officers and to whom else it may concern,

My name is Sarah Elliott and I have been a stallholder at Salamanca Market for 11 years with my business Elliott My Dear.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are

in danger of loving it to death if they keep on adding to operating costs.

Any increase in stall fees will drive up my prices on my stall, which will negatively impact on my sales. This would put me in a terrible position. I can't face my customers and put up my prices, I would find it morally reprehensible. I take great pride in my business, Salamanca Market and the fact that my customers can afford even something in these tough times. As the sole parent of my two children I have survived great financial hardship and it has taken enormous courage to continue as an artist. I hope that you can find other ways to fund the endeavours you envisage for the market other than from the small profits of my children's only provider when they have only the most basic needs and food goes up, my mortgage goes up and so do my rates.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial

consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:
 - 1) SMSA and its members are reliant parties to the valuation,
 - 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for taking the time to read my submission. Please email or contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Regards,
Sarah Elliott

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Sarah Webb and I have been a stallholder at Salamanca Market for around 8 years with my business Sea Soul Studio Ceramics.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

I am pleased the council are trying new things to improve the market experience, it is nice to have some different music for sure! But if it doesn't actually increase our sales, and is a cost that then asks stallholders to foot the bill I would repeat that we should be asked for input on how to create improvements at low/no cost. For example, surely there are many talented youngsters who can play an instrument and would love to earn some busking money; my sister used to kill it playing the keyboard when she was young! So long as they're sufficiently skilled and not playing Three Blind Mice on the recorder fifty times over!!

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. I was horrified to receive a reply to an email where [REDACTED] stated that the new fees have been created so that all the ideas put forth in a particular meeting can be achieved! At said meeting it was stated that there were funds available to make improvements to the market and we were asked to throw out our WILDEST DREAM ideas, if we could have ANYTHING, what would that look like?? Some great ideas were verbalised, but I am shocked that they could then be given the green light and worked into a budget without further consultation to stallholders or cost-benefit analysis.

The proposed rates of fees to increase over the next few years will be extremely difficult for me to incorporate and absorb into my business. Although I have traded well (unlike many others) post Covid my profit margins have decreased by 12% despite increasing prices across most of my product lines. The cost of raw materials, mortgage interest rates, fuel and power are the biggest contributors. With people preferring to pay by card since Covid, the bank fees I incur each market day are also much greater than previously.

In a prior email to the Salamanca Market team I explained the nature of my work and that I am already producing at capacity, unlike some other businesses who can mechanise production, employ staff, supply their products wholesale and online; I am an artist and each piece is created from a lump of raw mud by my own two hands. The only way for me to upscale my business would be to source ceramics that are made in mass production molds, I just decorate them or rent a warehouse, invest in tens of thousands of dollars in equipment and employ 5-10 staff, I am simply not in the position to do that and either of those scenarios would result in products that are not particularly special, certainly not something I would be proud of.

I am strongly opposed to also paying more than I currently do for the use of power to my site; I believe that 4 low wattage LED lights is hardly comparable to a food van's power usage!

I am extremely concerned about the current state of number of stalls for sale and that they are less than 50% value than what many people paid for them; if my situation changed in the near future and I had to sell it would be a huge financial loss (I paid \$40,000 for my site) that would impact my family for many years.

- The market can continue to break even and prosper. I encourage council to reign in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

- The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site or force a permanent stallholder to move/relocate their site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me via email [redacted] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Sarah Webb

Sarah Webb



“She lived in an old cottage by the sea...”

Mobile: [redacted]

Email: [redacted]

Website: [redacted]

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Silke Hartmann and I have been a stallholder at Salamanca Market for 16 years. I am very concerned about the future of Salamanca Market. I have seen the market prosper over the 16 years that I have been a stallholder and I was always proud to be a part of it. Salamanca Market has been and still is the sole source of my income. COVID has been a major challenge for stallholders, a challenge that we are all trying to overcome. Now a new challenge is put in my way and it creates a far greater threat to my livelihood: the proposed site fee increases and some changes proposed under the new draft license agreement.

How the site fee increases affect the market and myself:

The market has – until very recently- run cost neutral or at a profit. Everybody is affected by the current inflationary pressures and we all have to live within our means. The costs for making my hand made Tasmanian products have drastically increased. I cannot raise my prices and my sales are already down by 50% compared to pre-COVID. I am not the only one in this position. Ten per cent of stalls are currently for sale. Yes, visitor numbers are high, but today's visitors spend their money on food rather than on handmade items. Visitors don't have the necessary disposable income any longer. We as stallholders have to deal with this, adapt and survive.

Council should do exactly the same. Live within their budget and control their costs accordingly. But the opposite is happening: each year the council is spending more and more on staff, consultants and other costs related to the market. Council should concentrate on their core business of running the market as they did for nearly fifty years. The 300 small businesses at Salamanca that are already struggling must not be made to pay for council's over management and indulgence in non core market activities.

I propose that future stall fee increases should be indexed to the CPI and capped at a maximum of 10% per year.

Comments re. Draft licence agreement:

There is no need to change the 5 year license to a 3 +2 year license. Stallholders can already terminate their agreement with 7 days notice. Furthermore the 2 year option automatically creates a considerable cost to council because of the administrative efforts needed after the first three years.

Clause 6 - remove the word "May" and insert the word "Will". Council WILL issue a new license (subject to certain conditions). If it says MAY, then we loose certainty of ongoing tenure.

I agree with SMSA regarding their assessment of the valuation process and I quote from a SMSA communication:

“The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
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- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required."

54 a. Council is responsible for creating a safe working environment for stallholders, council workers, artists and the general public. There should be no exemption from the dispute resolution process for any person.

57 a. Many stallholders paid a premium for the site they chose to purchase. Many of us then bought infrastructure that fits that particular site. Council should not have the right to amend stall boundaries. It is understandable that situations can arise, where council needs to shift a stall's location. A pandemic is one of them, safety is another. Delete "any reason in councils' sole discretion". Furthermore, the substitute site should be of equal value to the stallholder.

Thank you very much for your time. I am a proud stallholder here at Salamanca Market and I am certain that Salamanca Market will have a great future as long as we all continue to do what we have done best for fifty years: concentrate on selling unique products at a market that is run efficiently and cost effective with no money spent on non core activities and consultants.

Best wishes,

Silke Hartmann
stall 111

Dear Lord Mayor and Hobart City Councillors

My name is Simon Bridge and I am a Stallholder operating Site 230 (Tasmanian Souvenirs) at Salamanca Market. I have been a permanent stallholder at Salamanca Market for 7 years.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market and the personal financial situation of Stallholders including my own if the current proposed draft contract is approved. The proposed draft excessive fee rises over the next five years will have a detrimental effect on my business and will reduce my ability to employ a local Tasmanian employee. Added to this are rising mortgage interest rates, the increase in inflation and resulting rising supplier costs.

How can the City justify such a rise when economic times have never been so unstable ?

The number of Salamanca stalls for sale is also quite concerning. At the time of writing this submission there are 29 sites currently for sale. Some are being offered as low as \$20,000 for a centre aisle site. These sites used to sell for around the \$50,000 to \$60,000 mark.

How can the City justify such an excessive increase when site values have fallen so significantly ? If anything, site fees should be reduced over the next 5 years to reflect the current market value of stalls.

Up until recently, Salamanca Market ran at a profit. When the Market changed to Tasmania's Own Market during Covid times the market ran at a loss. This is not the fault of the stall holders but it appears as though the new proposed fee increases are being used as a way to recoup money lost during the Covid pandemic.

There is also a lack of transparency from the City to explain why the Market is running at a loss. 300 plus sites @ \$4000+ yearly fees = \$ 1.2 million in Stallholder revenue. Given the fact the City have 9 market staff what are these costs being spent on ?

For example, what are our Marketing Levies used for ? I would like to see a profit and loss to properly explain how our Site fees are being spent at Salamanca Market.

The removal of the Grandfather clause from the contract (Clause 32 of the current 2017 Contract) will also affect the eventual sale of 113 Stallholders (40% of the market according to the City). Under the proposed draft if a Stallholder decides to

sell their site, their existing businesses will become worthless in future and will only be worth the value of a blank site.

A lot of people have made significant purchases (myself included) to buy into existing businesses. When we bought our Souvenir stall it came with a vehicle and approximately \$40,000 worth of stock. What happens if in future we decide to sell our business ? What do we do with all the existing stock we currently have on hand ? We cannot sell it with the business and to run the stock out would take a significant amount of time and money in Hobart City Council fees. Not everything sells and then at what point do you cut your losses and walk away from it ?

Clause 32 needs to remain in the proposed licensing agreement.

Clause 5 (now Clause 6 in the proposed draft) also needs to be changed back to the original wording. This was a promise from the City that there would not be any changes to Clause 5 during the one-year licensing agreement. This promise has not eventuated. A so called "glitch" in the wording appeared and instead the wording was altered in the 2022 contracts to "If the Council in its absolute discretion elects to offer a new licence agreement...". I feel as though this was a deliberate attempt by the City to alter the balance of power to the City's favour.

Subsequently the City has deliberately misled stall holders again by not reinstating Clause 5 in the proposed draft licence agreement after a reassurance from [REDACTED] and Salamanca Market staff that the wording would be reinstated in full to the original wording contained in the 2017 licence agreement. Changing the wording to "The Council may ..." still retains the balance of power in the proposed agreement away from the Stallholder to the City on renewal of licence.

Overall, the City does a great job in running the market and Salamanca Market is one of the best markets in the world. Its diversity is what makes the market great. From the small trader selling their homemade wares through to the more established bigger businesses selling their goods.

Please do not allow what makes the Market enjoyable and loved by so many, locals, interstate visitors and overseas tourists alike to be negatively impacted by this unfair and one-sided contract proposal.

Thank you for reading my submission.

Simon Bridge
Tasmanian Souvenirs Site 230

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Simon Brooks and I have been a stallholder at Salamanca Market for 21 years with my business Island Moon Pewter

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

I would like to ask a question is has there been a risk assessment made as to the damage this price increase will cause to our wonderful Market ?

This price increase will seriously affect our makers and artists who will find the price of a stall prohibitive and will look for other affordable venues which will be a great loss and potentially devalue the Salamanca market brand, and as businesses will find, they have to lean into retail for their business model..

As Salamanca market is a wonderful opportunity to showcase our talented Artisans, who are just starting out, which makes the market such a wonderful experience for our national and international visitors. I feel this price increase will ultimately exclude as this is the essence of Salamanca market Salamanca market. It's important to foster, encourage that organic element and this price increase will affect this Dinamic.

Are you prepared to take that risk?

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet

projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. I really hope you don't go ahead with this price increase.. may see a lot of stallholders, wonder if it's viable, especially through winter and rainy days.. and seriously affect the dynamic of the market , I am wondering whether an architect from Woolworths understands these dynamics ? The success of Salamanca market is the collection of Tasmanian Artisans, who get a great opportunity showcase their art every Saturday and the next generation coming through could well be put off by the prohibitive stall costs.. I thanks for this opportunity to contribute something to this situation as the welfare of Salamanca market is really important to me.

Kind regards
Simon Brooks

Thanks, [REDACTED]

However I feel I missed mentioning a really important bit and that is how well you guys looked after is through the Covid times.

We felt really well supported, and I really appreciate what you guys do for us. What a great thing is Salamanca market really is.

Have a great day, [REDACTED]..

Kind regards
Simon

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Simon Manche and I have been a stallholder at Salamanca Market for 29 years with my business Simon's Chopping Boards.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

Outline what a significant site fee increase would do to your business. For example:

- *Would no longer be able to employ staff*
- *Would no longer be able to afford to buy lunch and other products while at the market, hence not supporting fellow stallholders*
- *Would take full eight weeks absence/more absences, most likely during winter at a time when less casuals are trading, leading to a half full market and council revenue being further down. Particularly add comment if you wouldn't usually take many absences but price increase would force it due to higher break even point.*

- *Include any example of increases in material/stock costs*
- *Include example of any decline in revenue/profits in recent years if applicable or shrinking profit margins*
- *Include if you bought your stall and if you're happy to how much you paid, especially if you're still paying it off.*

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

1) SMSA and its members are reliant parties to the valuation,
2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon

receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on *(insert phone number)*... if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

A handwritten signature in blue ink, appearing to be 'S. Manche', is written over a faint, light-colored rectangular stamp or watermark.

Simon Manche

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

We are the Salamanca Market Stallholder Association (SMSA), the peak body representing stallholders. SMSA membership ensures that stallholder interests are effectively represented to the Hobart City Council by an influential, credible, independent and united voice. SMSA membership also provides stallholders with a support network and advice. The SMSA exists to promote and protect the interests of Salamanca Market stallholders. It keeps its members informed of current issues and members can contribute to the debate. While we haven't collected membership fees this year, we have more than 240 past and present members on our email list.

We're writing this submission to you as we are extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

With the recent release by council of the proposed draft licence, the SMSA has been uncharacteristically and completely blindsided by proposed excessive increases to site fees together with several other proposed draft changes to the existing licence. These proposed changes provide for an increased and highly unfair power imbalance in council's favour.

In addition, the draft contract removes Grandfather Clause protection of established "Approved Product Lines" for affected Stallholders (last advised by council at around 113 stallholders or approximately 40% of the market). If implemented, this will create an uncompensated financial loss for those stallholders whenever they decide to sell or transfer their Salamanca businesses at a future date. At that time, they will find potential sales of their Sites and Businesses are falling through when potential purchasers cannot be guaranteed the certainty of the product line that they thought they were buying. This exemplifies council endeavoring to ride roughshod over the value of Stallholders' businesses without offering any form of financial compensation or consultation with affected Stallholders.

A promise made to SMSA over 12 months ago by council to restore the wording of a previous clause (Clause 5) in the new proposed draft contract has been intentionally disregarded. Despite Stallholders being assured in writing council staff, in an email dated 7 April 2022 that there would be no changes in the rollover of the wording of the One-Year 2022 contracts, this clause was deliberately changed in the 2022 One Year Contract and afforded council far greater power to determine whether Stallholders would or would not be offered the opportunity to renew their contracts. When this was identified by the SMSA, the SMSA Committee was given a firm undertaking in an email from council staff, dated 9 August 2022 that the original wording and intent would be restored in the proposed 2023 contracts. As recently as a meeting with council staff on 23rd March 2023 and just prior to the draft proposed contract being released, the SMSA Committee was again verbally assured at a minuted meeting that the relevant wording of the Clause had been reinstated as previously agreed. This has since proven not to be the case with the wording again being altered from the original (now at Clause 6 in the proposed draft contract) by using the words "The Council may" with the effect that the council still retains discretionary power to

determine whether Stallholders will or will not receive an offer to renew. This has been a breach of trust and puts at risk the harmonious levels of trust and co-operation that previously were accepted as a given between the council and the SMSA. A relationship that both parties had worked hard to develop and strengthen over recent years, overcoming past conflict.

There has been a complete lack of transparency, absence of consultation and negotiations, and quite frankly a veil of secrecy.

The valuation report the site fee increase is based on is so flawed as to be deemed unlawful. Not to mention the fact that ordinary stallholders have not been privy to laying eyes on a copy it, the SMSA sighted it but were sworn to secrecy.

The report was done more than six months in advance of when the valuation is to kick in, predicting the future of the market using a crystal ball. We don't know the terms of reference for the valuation but we do know it did not look at trade conditions, stallholder sentiment or any other measurables you would expect to see in a reasonable valuation. What it did look at was a site visit during peak season, and a comparison of markets from around Australia. We know comparing markets is like comparing apples and oranges but that is what has been done. We're not the Rocks Market in Sydney, we don't get their foot traffic. By the end of this five- year licence our site fees will be up there with the Rocks market and more expensive than the majority of other markets from around Australia.

Another point on the lack of transparency. Stallholders and the association have no oversight of revenue and expenditure, despite the SMSA requesting it repeatedly over many years. We would like to know where our money is being spent so we can evaluate whether it is being used efficiently.

The 9 workshops held as "consultation" were a paint by numbers experiment. They were never sold as being negotiation on the licence agreement. They had an average of 15 participants, hardly a reflection of the 300 stallholders. And we're held in expensive meeting rooms hired at the Old Wool Store hotel.

I urge you to read the notes from those workshops here's an extract from Workshop 4: "It was shared with the group that the market currently pays for itself i.e. revenues match with expenses, and most expenses are fixed. If stallholders would like to see more services, revenues may need to increase."

At the workshops we were told to dream big and give our "pie in the sky" wish list. It was never costed or suggested these things would be implemented, particularly at the cost of increased site fees. I think very few stallholder would encourage an increase in services if they knew it was at the expense of a doubling of their rent.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes.

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Historically Salamanca has been a place where small, innovative micro businesses can launch and go on to great things. We've seen the likes of Beauty and the Bees & Francesca jewellery started at the market and now they have store around Australia, celebrity endorsements and an international market. By doubling the rent you make it that much harder for these sort of start-ups to have a go, so we will miss out on the next Francesca or similar.

Stallholders turn up in the wee small hours of Saturday morning and leave late afternoon or evening, week after week, all year round braving all weathers and expect to be able to make a reasonable return from their labours and for their products in which they take great pride. They should also be entitled to have the confidence in the future value of their Salamanca business investments which this proposed draft contract would seriously seek to erode.

Those of you who stood up at our election forum and pledged to support stallholders but have now indicated they will vote for our rents to double and rigid conditions to be imposed-

I implore you to reconsider. Please go down to the market and speak to stallholders. Speak to makers and artists, sectors the greens pride themselves on supporting, you'll be hard stretched to find one who supports this new licence. And in turn make it extremely difficult for any of us 300 stallholders, many of whom are on the GM's role and have double votes, to support you come next election.

But more than doing it for political reasons, please remember that on top of being the sole income of so many families and a launchpad for small businesses that Salamanca Market is the creative and economic heart of Hobart. Please don't risk destroying something that means so much to so many. Something so special, so unique and so vital.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read our thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Emma Hope
President, Salamanca Market Stallholder Association

Dear Lord Mayor, elected members,
council officers & others this may concern,

Marion Isham and I have been stallholders at Salamanca Market for 31 years trading as Bandicoot Books and offering children's books for sale that we write and illustrate ourselves.

I am concerned for the well being of Salamanca Market. It seems likely to come under undue stress because of the proposed site fee increases and changes proposed under the new draft license agreement.

The proposed rent increases seem excessive, and likely to impose difficulties for making ends meet especially in the winter months. It might increase the temptation to take those months off.

In the context of inflation and the possibility of recession, will customers have the disposable income to spend on our products at the market?

I know some stall holders have taken loans to buy into the market or even dipped into their super. The stress for them of making it work does not contribute to the convivial, welcoming atmosphere that brings customers back again and spreads word of mouth regarding the great experience visitors enjoyed at our iconic tourist destination. Customers leaving with a story to tell their friends is our greatest publicity asset!

The market can continue to prosper without large fee increases. I would encourage council to rein in spending and look at alternative revenues. How about merchandise? I suggest that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Our **Licence Agreement** should be a 5-year licence rather than 3 + 2 year, as there is already provision within the agreement for a licensee to terminate.

Clause 6 - please remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. It is my understanding that stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure. We have just unpacked 5000 copies of one of our book titles. In the past it has taken about 5 years for those to sell. We need assurance of continuity because of the quantities of stock we need to purchase.

Thank you for your consideration,
Steve and Marion Isham
Bandicoot Books
Stall 32
[REDACTED]

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Sue Croger and I have been a stallholder at Salamanca Market for 8 years with my business and 15 years as a Casual Stall Holder.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin for many stall holders. Many stall holders will have to put their prices up, which therefore may put customers off from buying their product.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

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- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic,

safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

I would also like to know what the rationale behind not letting permanent stall holders lease to casuals is. There are permanent casual stall holders who have been at Salamanca Market for 30 years or more. They will never buy a stall as a) many cannot afford a large amount of money to outlay to buy a stall and b) they don't need to buy a stall. I think this is wrong as they can retire/walk away from Salamanca at any time, with no financial fall-out. I realise it is stated in the contract that we cannot sub-lease, but this could be changed, to reflect what many stall holders would like to be able to do. Buying a stall requires so much more commitment and time, and HCC should be supportive of this. Events in people's lives change priorities. Having to keep paying rent to you for a long period of time is wrong, when a casual stall holder who might not be in a financial position to buy a stall could lease a permanent's stall. I think a casual stall holder's fee could be deducted from a permanent stall holder's bill. As I am away each year now for six months helping my daughter and granddaughter in Queensland, I do not think it is right of me to have to pay for my stall, as well as a casual stall holder paying you as well, when I'm away. I am trying to sell my stall – simply because I'm not allowed to lease for 6 months, which is what I'd rather do.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss this matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Sue Croger
Site 173

SUBMISSION IN RESPECT OF PROPOSED SALAMANCA MARKET STALL RENT RISES

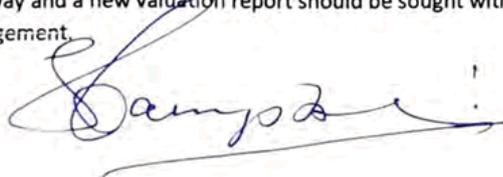
Susan Campbell Site 291.

I am and I have been the Public Officer and Committee Member of the Salamanca Market Stallholders Association (SMSA Inc.) for 15 years. I am a Market stallholder with my business, Bagdad Pottery Site 291.

Issues of Concern:

- The partnership between the SMSA Inc. and the City of Hobart Council is at its lowest point in 15 years. That relationship was guided by a Memorandum of Understanding that saw the City of Hobart invest 1 per cent of market rents into the SMSA. The loss of mutuality now stems from the flawed market valuation processes initiated by the City of Hobart, the lack of transparency surrounding the process, and the attempt to pass the 2023 market valuation off as an innovative approach to secure revenue for investment in the market is flawed and cannot be relied on.
- This flawed process has brought the SMSA and the City of Hobart to loggerheads.
- In two years, the City of Hobart has commissioned and paid for two market valuation reports. Market management has refused all requests by stallholders and the SMSA to share the Letters of Engagement of the Market Valuations, despite the SMSA being a reliant party.
- The SMSA was never given access to the first market valuation final report (2022).
- The SMSA was approached by the market management to provide inputs in good faith to the latest Market Valuation. However, the Letters of Engagement for the second market valuation has not been released to the SMSA despite formal requests. This is where consultation has ceased and animosity has been created.
- The final valuation report from which the proposed rental increases are derived and given in confidence to the SMSA, contains errors of fact and assumptions. For example,
 1. on the field data collection day (21 Jan 2023) the valuer states (page 1) that a patron count was conducted at the market (by a third-party consultant). However, the valuer states the results of this count was not available to him at the time the report was submitted. Without reliable data how can the valuer project what would be likely patronage at all? On what basis does the valuer arrive at an estimated figure of 25,000 future cruise ship patrons as per the report (page 7) for the cruising season? On 21 January 2023 (head count day) there were 2 cruise ships berthed carrying up to 2,300 passengers.
 2. The free Salamanca Market shuttle bus cited as operating (page 3) does not and has not operated since pre Covid-19.

The above examples demonstrate some of the flaws of the valuation report. It cannot be relied on in any way and a new valuation report should be sought with inputs from the SMSA in the Letters of Engagement.



Susan Campbell


Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Susan Dennis... and I have been a stallholder at Salamanca Market for ...29 years with my business Venus Confectionary...

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula

and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to "14 days" should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

- 1) SMSA and its members are reliant parties to the valuation,
- 2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.
- 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Susan Dennis

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Suzannah Taylor and I have been a Stallholder at Salamanca Market for around 5 years with my business T&M Leather Goods, I am site number 33.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. I feel that it is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary!

For 50 years the market has run at a profit or more recently breaking even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes.

The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of raw materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10% of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market, But they are in danger of loving it to death if they keep on adding to operating costs.

Had I known that there was a proposal for such a significant site fee increase I would never have committed to purchasing the other half of my site.

I initially purchased a half site in 2018 for \$28000 plus stamp duty, I have invested in an industrial strength marquee to withstand all weather conditions, a smaller vehicle to bump in and out of the market and other display items.

In October last year the owner of the other half of my site decided to sell her half for \$22500, the sale price wasn't open for negotiation so I am (as of the end of April) investing another \$22500 plus stamp duty with the dreaded thought of my future Superannuation Fund has now been significantly devalued by allowing Casual stall holders to lease permanent sites at similar pricing to what a permanent site holder would pay. This gives them absolutely no incentive to invest into a site.

If this rent increase goes ahead I will not be able to employ the Marquee business to erect my marquee, Something I struggle with due to a prior injury.

I would no longer be buying a hot drink, breakfast or lunch.

Purchasing from fellow stall holders would be out of the question for me.

I will most definitely be taking the full eight weeks of absence & possibly more during the colder winter months.

As it is I work six days a week and more often than not those days turn into 12-14 hour days, I cut and hand stitch a majority of my products so that my products are unique and truly hand crafted for a very minimal profit margin. Increasing my prices to cover this increase is out of the question for me.

In 2019 I was purchasing a half veg tan hide for approximately \$120, I now pay \$240 for the exact same piece of hide leather.

We are at a risk of having the whole market a food and alcohol market because small unique business's like myself are being squeezed out.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a Stallholder or their relative of a licence purely because you are related by birth, marriage or de-facto relationship to a Stallholder. As long as additional stall is selling a different product line it should not be an issue.

- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

- The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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 - 3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete "any reason in councils' sole discretion". Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stall holder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me via [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Suzannah Taylor

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Ted Chatain and I have been a stallholder at Salamanca Market for 7 years with my business Edwoods Timber Crafts.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

I started at Salamanca in 2016 as a casual, to bring my unique handcrafted timber wears to the public. It was very difficult to gain entry to the market at that time as a casual, with intakes occurring only every 2 years, 100's of applicants and only a few people added to the pool at each round. I was gratefully accepted and started trading in mid-2016. The process to trade was tough however. At the time, Salamanca Market only had 40 spaces available for casuals and the process of applying each weekend required sitting ready and 8am the week prior with multiple phones lined up to dial a number like a radio competition to secure a space. I continued doing this for 2 years, every week, to secure a spot in order to grow my business making what I love and to provide a steady income to support my family.

Eventually this became too risky a plan as it didn't provide me or my business with a sense of foundation or security so I made the decision to purchase a permanent site. Sites were expensive and rarely came up. In 2018, finally a small split site at the end of the market did appear and to secure it, I quickly sold my vehicle to gather the money. The weekly site fee was less than larger sites, something I knew my business could afford, and I just had enough to cover the cost of the site including the additional fee taken by council and the stamp duty paid to the revenue office. I was excited and ready to push forward, growing my business and developing a business plan that allowed me to accurately forecast the expense of materials and retail pricing.

Fast forward 2 years, and the Covid Pandemic hits. Health and Safety are top priority and the decision to suspend the market is rightly made. My business came to a halt. I was entitled to a few small grants as a sole trader which helped to make ends meet as we all sat waiting and watching the crisis unfold. Eventually the call was made to restart the market but under a temporary name, in a smaller footprint with very limited access, but at least it offered a glimpse into the future of normality. Space was limited but I along with other permanent stallholders returned as soon as possible, just to be back out in the community, to give a sense of worth to the crafts we invested so heavily in. Casuals at this time had dried up, moved on to source alternative income due to the reduced availability at the market.

The year progressed and slowly rules were relaxed and finally the call was made that Salamanca Market proper would finally return to full size. During that year however, permanent stall holders had grown tired, with no grants and little income due to tourism travel restrictions, permanent sites began to come up for sale, and sat there, listed for months as casuals who once would have snapped them up, were not operating. The list of sites for sale grew.

We can now look at the market as it is today. Casuals have slowly started to return albeit creating a much smaller pool of approx. 100 stalls, only wishing to trade 1 – 2 times a month with intakes occurring every few months. Over 30 stalls sites, still for sale, are forced to operate for fear of a 3 month claw back rule which would allow counsel to take back sites if left for sale too long, resulting in site owners forfeiting their investment and in many cases retirement plan. The value of all other permanent stallholder sites left in no-mans-land as the over-supply and under-demand grows, and a population of visitors, who due to the likelihood of a global recession, simply are not spending money at the same rate as the pre-covid era. There are weekly stall gaps throughout the market, with bewildered stall owners tired of the small takings each Saturday, choosing to spend more time with their families or look elsewhere for income streams. The market IS NOT as it was pre-pandemic.

Now, due to a valuation report that believes spending is up based purely on unconfirmed head counts, miscellaneous cruise ship patronage and unconfirmed dollars spent per person, I am now faced with the prospect of my weekly site fee more than doubling over the next 5 years, at a faster rate than any other permanent site at the market, with changes to the license agreement that destroy any worth to buying a site (see clause 5) and additional fees for operational expenses and marketing that bare no evidence of success or explanation for necessity. I am very concerned whether my business could sustain these unequal and unfounded increases.

I would strongly urge all council members to reflect on the long history of Salamanca Market, to listen to the stories of stallholders like myself and to realise the importance of sustaining this iconic tourism asset as not to the detriment of us makers and small businesses that ARE Salamanca Market.

Please review the below information for some additional facts and figures on the state of the market and license proposals as drafted by the Salamanca Market Stallholder Association of which I am a committee member.

Site fee increases:

- The proposed rent increases are unreasonable and unnecessary. For 50 year the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

-
It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

-
The unreasonable rent increase are proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

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be given a copy of the "letter of instruction" (This has not been provided by council for the current report and has repeatedly been requested by SMSA with no result. Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by "hiding" information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

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Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,
Ted Chatain
Owner – Edwoods Timber Crafts

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Tony Bacon and I have been a stallholder at Salamanca Market for 7 years with my business TasLeather at site 19.

I am writing this submission to you as I am extremely concerned for the future of my business investment with the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market. The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure. **Sale values of stall sites have fallen by almost 50% since pre-covid times.**

Trade is only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Mariachi Bands roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause distractions, congestion and noise making it hard to communicate with customers and it impedes sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs and trading restrictions.

The proposed significant site fee increases of close to 100% in five years time and further trading restrictions will severely affect the value of my business when I decide to sell.

I would likely not be able to afford additional help in setting up and packing up my stall and would consider bringing my own breakfast, lunch and drinks instead of sharing my profits around other stallholders at the market.

I would consider taking more absences during the slower times / inclement weather in winter rather than supporting the market due to the increased cost of attending.

I bought my stall and associated business not only as a weekly income but as an investment for the future. I was happy with what I paid but that investment has since been severely eroded not only due to Covid, but also due to Council's increasing restrictions and pre-approval requirements on what can be sold/traded at the market and the uncertainty of any changes in the future.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

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Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement.

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receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial

position to afford such an expense. A cheaper alternative solution would be to allow the

HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can

negotiate a palatable outcome; without a second valuation report being required.

54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.

57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”. Other reasons eg pandemic, safety etc are ok. However, it should be stated that council makes an effort to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I sincerely hope you will take onboard my objections and I look forward to further engagement on the matter.

Regards,
Tony Bacon.

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

My name is Trisha Horinishi and I have been a stallholder at Salamanca Market for approximately 15 years with my business redbunnysays, initially as a casual stallholder and for the last 5 years as a permanent stallholder.

I am writing this submission to you as I am extremely concerned for the future of the Salamanca Market, Tasmania's number one tourist attraction and the cultural and economic heart of Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

Site fee increases:

The proposed rent increases are unreasonable and unnecessary. For 50 years the market has run at a profit or more recently break even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and will ultimately discourage many stallholders, myself included, from continuing to operate at the market.

The cost of making the uniquely Tasmanian products is already increasing at a staggering rate, with the cost of materials and products going through the roof. The rent increases could well be the final nail in the coffin particularly as hand made goods have a smaller profit margin at the best of times.

Conditions since COVID are already tough. Right now, nearly 10 % of stalls are for sale. Many are being offered for sale at a loss. We stallholders are buckling under the pressure.

Trade is down with customers having less disposable income to spend on products at the market, which are generally viewed as luxury items. And it's only going to get worse as interest rates and other costs continue to soar and we stare down the barrel of a recession.

Each year the council is spending more and more on staff, consultants and other costs related to the market. They don't ask stallholders whether it's a good idea and they don't ask for our agreement to spend our rent on various follies and pet projects. Giant puppets roaming the market, a new program of curated music and other activations don't bring extra people to the market or help stallholders. In fact, they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs. It should be noted that it gained its status as number one tourist attraction as a **market** not as an **event space**.

A significant rent rise as proposed by council management would have a severe impact on my business. I have already limited the hours of help I pay for at the market and would need to limit this further.

Winter trading has always been a case of just treading water and with these rent rises I would be inclined to take 8 weeks off as permitted rather than trade at a loss which is ironic given that the council struggles to fill the market with traders/casuals during the winter months and even used the absences as a reason for rent rises. (i.e. reduced revenue in winter)

Further justification for rent rises was given by comparing mainland market fees but it is my understanding that the stallholders at these markets have not purchased the rights to trade on the site, so it is not a fair comparison. Nor is Sydney a fair comparison with Hobart.

I paid \$40,000 for my site, money that I can ill afford to lose as sites rapidly devalue as people become more loath to buy into Salamanca Market under current conditions and with the proposed changes. This money was to go into my superannuation when I retire from the market and is fact the balance of my negligible superannuation.

I am concerned that the rate rises will price the smallest artisan businesses out of the market which I believe would severely damage the vibrance and diversity of the market that makes us the iconic attraction that we are.

The market can continue to break even and prosper. I encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, I propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable, competitive, and clear.

Draft licence agreement:

- It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days' notice.
- Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure.
- Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. Providing additional stall is selling a different product line it should not be an issue.
- Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.
- The unreasonable rent increases are proposed due to a highly flawed, potentially unlawful valuation. To prevent this reoccurring, I suggest Clause 33 of the licence agreement should be amended:

- Reference to “14 days” should be removed and is unrealistic. SMSA only meet monthly and such a strict time requirement is unrealistic.
- 33 (a) should be amended to reflect that:

(1) SMSA and its members are reliant parties to the valuation

(2) Further to point one, the SMSA Valuer, &/or Valuer representative, should automatically be given a copy of the “letter of instruction” (This has not been provided by council for the current report and has repeatedly been requested by the SMSA to no avail.

Does the SMSA have to apply for such under RTI?) and a copy of the Valuation report, upon receipt by HCC. This should go to all stallholders not just the SMSA. This is in the interest of transparency and full disclosure – currently lacking by the actions of the HCC in this area by “hiding” information.

3) Any SMSA appointed Valuer should be at the HCC cost. The SMSA are not in a financial position to afford such an expense. A cheaper alternative solution would be to allow the HCC Valuer and SMSA Valuer/Representative to be able to meet freely to see if they can negotiate a palatable outcome; without a second valuation report being required.

- 54 a. (ii) Disputes between stallholders - council should be obliged to help with the resolution of disputes between stallholders, particularly when a case of bullying is involved.
- 57 a. council should not have the right to amend the boundaries of a stall site. We purchase and trade our sites according to size. We also buy equipment and marquees, tables etc according to the size of our site. It would add another layer of uncertainty for investment. Delete “any reason in councils’ sole discretion”- other reasons for example: pandemic, safety etc are reasonable. However, it should be stated that council

endeavours to ensure a stallholder is satisfied with the relocated site and not unfairly disadvantaged.

Thank you for the opportunity to make a submission and for taking the time to read my thoughts. Please contact me on [REDACTED] if you wish to discuss the matter further. I hope you will take onboard my objections and I look forward to further engagement on the matter.

Best wishes,

Trish Horinishi

Dear Lord Mayor, elected members, council officers and to whom else it may concern,

Our names are Yve Earnshaw and Steve Ryan and we have been stallholders at Salamanca Market since 2016 with Sideline Timber and The Bottomline.

We are writing this submission to you as we are concerned about the possible intended and unintended consequences for the future of the Salamanca Market, an important and significant event as a tourist attraction in Tasmania and also as a local cultural event in Hobart. It is under threat because of the proposed site fee increases and changes proposed under the new draft license agreement.

The proposed rent increases are unreasonable but we do acknowledge that in the context of markets in other places in Australia they are currently reasonable and as such we would be open to an increase to stall fees but we believe the increases suggested are excessive.

Our understanding is that for 50 years the market has run at a profit or more recently broke even (excluding during and post-covid) and can continue to do so with responsible financial management rather than excessive rent hikes. The proposed increase will result in an unfair burden being placed on Salamanca's 300 small businesses and could ultimately discourage many stallholders, us included, from continuing to operate at the market. We have already started to consider other possible outlets for our products.

The cost of making our uniquely Tasmanian products is already increasing, with the cost of materials and products rising. The large rent increases for not only us but other small businesses become untenable. The emphasis on Salamanca market as a makers market could be at risk if many small makers are pushed beyond their financial capacity leaving it to importers and we lose our reputation as a makers market showcasing outstanding craftspeople and innovative Tasmanian products.

Conditions since COVID are already tough. Right now, we believe that nearly 10 % of stalls are for sale. Many are being offered for sale at a loss.

Each year the council is spending more on staff, consultants and other costs related to the market. People attend the market for the products that stallholders provide money spent on extra's for special occasions don't necessarily bring extra people to the market or help stallholders. In fact, sometimes they can cause congestion and impede sales.

The council, just like thousands of locals and visitors no doubt love the market. But they are in danger of loving it to death if they keep on adding to operating costs.

The market can continue to break even and prosper. We encourage council to rein in spending and look at alternative revenue streams such as merchandise. In the interest of fairness and sustainability, We propose that any future stall fee increases should be indexed to the Consumer Price Index (CPI) and capped at a maximum of 10% per annum. It should also be written into the licence that the marketing and insurance levies rise by the same formula and that no further levies are added for the life of the licence. This would ensure that the cost of doing business at the market remains affordable and competitive.

Draft licence agreement:

It should be a 5-year licence rather 3 + 2 year, as there is already provision within the agreement for a licensee to terminate their agreement with 7 days notice.

Clause 6 - remove the word "May" and insert the word "Will" in the first line referring to being issued a new licence at the expiry of the current agreement. Stallholders were assured that this would be reinstated into its 2017 Licence Agreement form. It has not been. Stallholders who have invested in a licence need to have some degree of certainty of ongoing tenure. It is we believe unethical and of great concern that the Council is moving towards a possible agenda of undermining the current permanent stallholder framework which they have created, enabled and enforced for decades, with no regard to the financial implications for stallholders and possible legal costs to the council to defend if they wish to change without appropriate consideration and compensation.

Amend Clause 15 (b) as this gives council sole discretion to allow or refuse a transfer to a stallholder or their relative of a licence purely because you are related by birth, marriage or defacto relationship to a stallholder. As long as additional stall is selling a different product line it should not be an issue.

Remove all wording in Clause 16 following the words "...in accordance with Clause 14" regarding approved product line. These are the sub-clauses that remove the protection of the 'Grandfather clause' for those affected and it devalues licences without any financial consideration from council.

The unreasonable rent increase proposed due to a highly flawed, arguably unlawful valuation. To prevent this reoccurring, we suggest Clause 33 of the licence agreement should be amended:

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Thank you for the opportunity to make a submission and for taking the time to read our thoughts. Please contact us on [REDACTED] if you wish to discuss the matter further. We sincerely hope you will take onboard our concerns and we look forward to further engagement on the matter.

Kind regards

Yve Earnshaw and Steve Ryan