



LICENCE TO CONDUCT MARKETS ON COMMUNITY LAND – MOAMA MARKETS

Agreement made on xxx 2023.

BETWEEN

Murray River Council

Perricoota Road, Moama NSW

AND

xxxxxxx (Licensee)

1. MARKET DAYS

The Licensee will be entitled to hold a market at the area for a maximum of 26 days in any year. These days can be weekend days and/or public holidays. Markets cannot, without the Councils prior consent, be held on consecutive days.

Markets are to be held a minimum of 12 times per year.

The Licensee should specify, in writing, with a minimum of six (6) months' notice, the actual days on which the market will be held during the term of the Licence.

Should the reserve be already booked by another event, the market will be required to change the proposed market date. Please note, no markets can take place prior to 30 July 2023, due to existing site bookings.

2. HOURS OF OPERATION

The hours of operation of the Market are to be between 9:00am and 3:00pm or as otherwise agreed, in writing, by both parties from time to time.

3. COMMUNITY EVENTS

The Council reserves the right to cancel a market day, should the area be required for a public community event. The Council will give as much notice as possible in such cases.

Please note, no markets can take place during the Moama Lights event period (2024 dates are yet to be confirmed).

4. FEES

The fee for each market day will be \$500.00 inclusive of GST and electricity.

Council will provide a tax invoice to the licensee each quarter, for the fees due in the upcoming quarter.

Should a market be cancelled, by the Licensee, for any reason without seven (7) days' notice, 50% of the fee will be retained by Council.

5. WASTE COLLECTION AND DISPOSAL

Council will provide garbage bins at the Reserve that serve the normal operations of the Reserve. The Reserve bins are **not** to be considered as part of the waste management for the market.

The additional bins required for the market will be organised by the Licensee with an independent contractor. The independent contractor will arrange for delivery of the bins prior to the commencement of the market.

All loose rubbish on the grounds must be picked up at the conclusion of the market and be disposed of in a "market" bin.

The contractor will arrange for the collection of the bins at the conclusion of the market and the disposal of rubbish to an appropriate licenced facility.

All costs associated with this process will be met by the Licensee.

6. CANCELLATION OF LICENCE

If the Licensee does not meet the obligations under the terms of the Licence, Council reserves the right to cancel the Licence with 14 days-notice.

7. TRANSFER OF LICENCE

The Licensee shall not transfer the Licence without the consent of Council.

8. RESTRICTIONS

There are restrictions as to the type of activity that can occur at the market. Laws of the State of NSW and any Council regulations are considered part of the Licensing Agreement for the management of the market and are enforceable by the Licensee.

Examples are:

- a) No pets or livestock to be sold or given away at the Market.
- b) No auctions except approved charity auctions. These auctions must be authorised by the Council.

- c) Emergency/public access ways to be always kept clear.
- d) Stallholders shall not affix attachments to structures such as buildings, poles, street furniture, trees or the like.
- e) Any public health orders or other directions from the Federal of State Government – as an example -COVID 19 Health Order requirements and restrictions as applicable.

9. DISABLED ACCESS

When setting out stalls and pedestrian accessways, consideration is to be given for disabled or elderly person access.

10. MOTOR VEHICLES

Stallholders shall not park motor vehicles or trailers permanently on the grassed sections of the Reserve. Motor vehicles may be driven onto the grassed sections for the purpose of unloading/loading of merchandise. An exemption shall be provided if the motor vehicle is used as the stall.

11. INDEMNITY INSURANCE

The Licensee is required to take out Public Liability Insurance to the value of Ten Million Dollars (\$10,000,000) to indemnify Council against any costs which may be incurred as a result of accident or injury to person/persons or property during the market. Such insurance may be increased annually at Council's discretion.

A copy of the Certificate of Currency of such insurance is to be presented at the commencement of the Licence and upon renewal of the insurance policy.

12. STALLHOLDERS INSURANCE

Stallholders shall ensure that they are appropriately insured in the event of injury to themselves, their staff and members of the public.

It is the responsibility of the Licensee to ensure the appropriate insurance is in place.

Council reserves the right to request the Licensee to provide evidence of stallholder insurance, from time to time.

13. DAMAGES

The Licensee accepts financial responsibility for any damage caused to the Reserve or its fittings and equipment by the attendees of the market.

If the Licensee fails, neglects or refuses to make good or repair any damage for which he/she is responsible under the Licence, the Council may make good and repair any damages. The Licensee shall pay the Council upon demand, all sums of money reasonably incurred by the Council in so doing, including interest on any overdue amount.

14. COMPLIANCE

1. An approved Traffic Management Plan must be implemented by an authorised traffic controller for each market.
2. The markets are not to restrict traffic or pedestrian movements on the pathways or footpaths.
3. Hot water cannot be disposed of on lawns, gardens or paved areas, but may be disposed of in path gutters. Fats are to be removed from the site;
4. Food vendors must provide notice to Council of their intention to trade at the market and submit a retail food premises registration form.
5. All food storage and handling must be carried out in accordance with the Food Act 2003 and the Australia New Zealand Food Standards Code.
6. Councils Environmental Health Coordinator may conduct an inspection of a food business if they fail to notify Council of their intention to trade, fail to provide a recent food safety inspection report (within 12 months), or where there is a perceived risk to food safety and public health. Inspection fees will be charged in accordance with Murray River Council Revenue Policy.
7. Unreasonable noise must not be created. Any use of speakers for amplification purposes shall comply with the provisions of the Protection of the Environment Operations Act 1997.
8. If an authorised Officer of the Council is satisfied upon complaint that a nuisance is being caused, the Officer may direct the person or persons concerned to cease such nuisance immediately.
9. Stallholders involved in the selling of alcohol must hold a valid liquor licence.
10. Approval for the consumption of alcohol must also be obtained from Murray River Council.

15. REGULATIONS

Where it is proposed to install structures or other solid items, the Council's Parks Coordinator is to inspect the proposed location and grant authorisation prior to any structures being installed.

Council's Officers reserve the right to order the removal of any item or structure at any time.

16. CONSIDERATIONS WHEN USING THE RESERVE

Do not pick any flowers or damage any plants in any way.

Do not damage the turf in any way.

Please refrain from walking across garden beds - use pathways or lawn areas.

17. FACILITIES

The Reserve offers public toilets, limited water supply and power availability and car parking.

18. PLAN OF AREA

The market shall not be extended outside the nominated area shown on the attached plan.

19. SITING OF STALLS

The Licensee shall rotate the location of the stalls to minimise damage to the surface of the reserve.

Council reserves the right to direct the relocation of any stall in the public interest.

Stalls may be located adjacent to the MRC Office but shall not prevent access to such premises by its staff and customers. Stalls shall not be attached to the MRC Office Building.

21. CALL OUTS

If Council's staff are called out to the site as a result of the market operations, the Licensee will be charged the full cost of the call out.

22. SUSPENSION OF MARKET – LAWN SURFACE

Council reserves the right to suspend the market operation in the interests of maintaining the surface of the reserve should water restrictions prevent Council from watering the reserve, or excess water causes changed conditions. Council will endeavour to give as much notice as possible in such an event.

23. DURATION OF LICENCE

The Licence hereby granted shall be for a period from 1 July 2023 until 30 June 2025, with an option for another 2 years.

Please note, no markets can take place between 1 July and 30 July 2023, due to an existing site booking. Markets are also not able to take place during the Moama Lights event period (2024 dates are yet to be confirmed).

24. TERMINATION

In addition to clause 6, the Licence may be terminated by three (3) months' notice, in writing, by either party.

EXECUTION on behalf of COUNCIL

Signed on behalf of the COUNCIL (MURRAY RIVER COUNCIL) by its delegate:

Terry Dodds
CHIEF EXECUTIVE OFFICER

Signature:

In the presence of:

Name of Witness:

Signature of Witness:

EXECUTION on behalf of LICENSEE Signed on behalf of the LICENSEE

Signed on behalf of the COUNCIL by its delegate:

Name:

In the presence of:

Name of Witness:

Signature of Witness :