

# STALL HOLDER LICENSE APPLICATION FORM

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**AGREEMENT** made this                      day of

**BETWEEN:**     **ALICE SPRINGS TOWN COUNCIL**, a municipal council constituted pursuant to the *Local Government Act* of Council Chambers, Todd Street, Alice Springs in the Northern Territory of Australia ('Council') of the one part;

**AND:**           **THE LICENSEE** (being the person or persons described in the Schedule to this agreement) of the other part

## **RECITALS**

- A. Council permits a market to be conducted from time to time (each market a 'market') on land owned by or under the care control and management of Council ('Council land');
- B. Sometimes a market is organised by Council itself and sometimes by an association to which Council issues a permit (each association a 'permit holder');
- C. The Licensee intends from time to time during the term of this licence to operate a stall as part of a market; and
- D. For the health and safety of the patrons of a market and to preserve the fabric and amenity of Council land, Council wishes to create and regulate the terms of a licence for occupation and use of part of Council land by the Licensee for the purposes of a market on the terms and conditions hereinafter contained.

## **OPERATIVE PART**

### **1. Grant of licence**

- (a) In consideration for the Licensee paying to Council the licence fee referred to in clause 2, Council grants to the Licensee a licence ('the licence') to use a part of Council land as designated from time to time by Council or the permit holder ('the licensed area') for the purpose of operating a stall during and as part a market for the sale of merchandise, food or drink and on the terms and conditions hereinafter contained.
- (b) The term of the licence is for TWELVE (12) MONTHS commencing on the 1<sup>st</sup> day of January and expiring on the 31<sup>st</sup> day of December.
- (c) The licence may only be exercised as part of a market on the day and between the hours in which a market has been organised by Council or which a permit has been issued to a permit holder ('the market trading hours').

- (d) The licence also extends to permitting the Licensee to occupy the licensed area for one hour before the start of the market trading hours to set up the stall and for two hours after the close of the market trading hours to unpack the stall.
- (e) Council may in its unfettered discretion at any time change the day or days designated as a market.

## **2. Licence fee**

The Licensee must pay to Council a licence fee in advance.

## **3. Operational covenants**

The Licensee must, when exercising the licence:

- (a) be present at the licensed area at least 30 minutes before the commencement of the market trading hours;
- (b) trade continuously from a stall at the licensed premises during the market trading hours;
- (c) confine the trading activities within the licensed area and not obstruct public traffic areas or access ways;
- (d) permit without interference any officer of Council or department or agency of the Northern Territory Government to inspect the licensed area and the stall erected thereon to confirm compliance with this Agreement and legislative requirements;
- (e) not erect, install or suspend any advertising signage or other material in, on or about the licensed area without the prior approval of the permit holder;
- (f) not permit any person other than the Licensee or the Licensee's employees to trade from a stall at the licensed area;
- (g) not permit animals of any kind unless an assistance animal complying with Section 9, Disability Discrimination Act 1992 to be on or at the licensed area where a food business is conducted;
- (h) when at the licensed area, not consume or offer to any other person (by sale or otherwise) alcohol in any form;
- (i) when at the licensed area, not hold or trade any:
  - (i) X rated, pornographic or offensive goods or material (as determined by an authorised officer of Council or the permit holder in his or her unfettered discretion);
  - (ii) counterfeit or other goods or materials where the sale of such items would breach the intellectual property of a third party;
  - (iii) toy or cap guns;
  - (iv) real or replica weapons;
  - (v) dangerous or illegal substances;
  - (vi) fireworks;
  - (vii) goods or materials not complying with relevant or applicable Australian Standards; or
  - (viii) animals of any kind unless an assistance animal complying with Section 9, Disability Discrimination Act 1992;
- (j) not dispose of oils, fats or waste water in the garden beds or drains in and about Council land;

- (k) remove from the licensed area and dispose of all packaging materials, garbage and litter resulting from the Licensee's trading activities at the stall and in so doing not use the rubbish bins provided by Council on Council land for the use of members of the public; and
- (l) at the close of the market trading hours, dismantle and remove at the Licensee's own cost and expense the stall and all pictures objects signs notices and advertisements erected fixed placed or displayed by or on behalf of the Licensee on in or about the licensed area and shall make good any damage or disfigurement caused by reason of such dismantlement and removal and generally reinstate the licensed area to a good state of repair and condition.

#### **4. Compliance with legislation**

When operating a stall from the licensed area, the Licensee must at the Licensee's own cost and expense comply with and observe and direct and do all things within the Licensee's power and ability to ensure that the Licensee's servants agents invitees and customers comply with and observe all present and future legislation and any and all regulations made thereunder affecting the occupation and use of the licensed area by the Licensee and the Licensee's servants agents invitees and customers and with all statutory or public authority notices served or received by the Licensee or Council thereunder including but without limiting the generality of the foregoing:

- (a) the *Dangerous Goods Act*;
- (b) the *Fire and Emergency Act*;
- (c) the *NT Food Act*;
- (d) the *Litter Act*;
- (e) the *Local Government Act* (including by-laws made thereunder);
- (f) the *Public Health Act*; and
- (g) the *Work Health & Safety (National Uniform Legislation) Act 2011* and Regulations

#### **5. Food business registration**

Without limiting the generality of clause 4, where the Licensee conducts a food business from the licensed area, the Licensee must ensure that the business is registered under section 70 of the *NT Food Act 2004* and display a copy of the notice of registration in a conspicuous place at the licensed area in accordance with section 76(1) of that Act.

#### **6. Electrical equipment**

Without limiting the generality of clause 4, the Licensee must ensure that any and all:

- (a) electrical equipment is in a good and safe condition having been inspected by a licensed electrician;
- (b) electrical equipment is of an approved design that complies with Australian Standards;
- (c) supply cables and extension leads are not run at floor level in public traffic areas or access ways;
- (d) power boards are individually switched and each power outlet to be isolated before equipment is disconnected;
- (e) overhead cables and cords running horizontally are supported at least every 3 metres at a height of at least 2.5 metres above ground; and
- (f) electrical equipment powered by an extension cord is protected by a Residual Current Device that complies with Australian Standard AS3190.

#### **7. Gas equipment and installations**

Without limiting the generality of clause 4, the Licensee must ensure that any and all:

- (a) gas appliances, regulators, connectors and hoses are of an approved design;
- (b) connections are wrench tight after being checked for tightness and leaks;
- (c) LP Gas cylinders over 10 years old have been tested at an approved test centre;
- (d) LP Gas cylinders are located away from excessive heat;
- (e) large gas cylinders are restrained to prevent them falling over; and
- (f) gas installations have a gas compliance plate or certificate having been installed or repaired by a licensed gas fitter.

### **8. Fire protection**

When operating a stall from the licensed area, the Licensee must at all times have the following equipment on hand at the licensed area:

- (a) 1 x 2A; 30B: (E) Dry Chemical Fire Extinguisher (1.5) (where there is an electric or gas power supply to the licensed area): and
- (b) 1 x Fire Blanket (where there is a deep fryer at the licensed area).

### **9. No installations**

The Licensee shall not erect or cause or suffer to be erected any building structure or other improvement on the licensed area other a stall and other temporary structures erected for and removed at the close of the market trading hours.

### **10. No interest in land**

No right of possession to the licensed area shall pass hereunder to the Licensee and Council shall in no way hereby be excluded from the right of possession to the same and no tenancy or other interest in the licensed area shall be hereby conferred on the Licensee who shall have hereunder a personal right only which shall not be capable of being assigned or otherwise dealt with by the Licensee either wholly or partly and the Licensee shall not purport to assign or otherwise deal with the licence or the benefit of this agreement.

### **11. Indemnity**

The Licensee hereby indemnifies and agrees to keep indemnified Council:

- (a) from any damage to Council's property or property over which it has the control, care and management including damage arising from oils, fats or waste water being disposed of in the garden beds or drains in and about Council land; and
- (b) from and against all actions, suits, claims, demands, losses, damages, costs and expenses whatsoever arising from injury, death, loss or damage to property or persons

caused or contributed to by the use or occupation of the licensed area by the Licensee and the Licensee's servants agents invitees or customers but the indemnity shall be reduced proportionally to the extent that the act or omission of the Council or its consultants, agents or contractors may have contributed to the injury, death, loss or damage.

### **12. Insurances**

- (a) Subject to sub-clause (e), the Licensee must effect and maintain in respect of the licensed area a public risk policy of insurance in the sum, subject to sub-clause (c), of not less than FIVE MILLION DOLLARS (\$5,000,000) with a reputable insurer approved by the Council together with such other insurances (including but without limiting the generality of the foregoing any insurance required

under and pursuant to the *Work Health & Safety (National Uniform Legislation) Act 2011* and Regulations) that the Licensee shall be required by Law to hold and maintain in force.

- (b) The policies referred to in sub-clause (a) must name Council as an interested party.
- (c) Where the business conducted by the Licensee from the licensed area is a food business or involves the sale of topical applications or treatments, the public and product risk policy referred to in sub-clause (a) must be in the sum of not less than TWENTY MILLION DOLLARS (\$20,000,000).
- (d) The Licensee must produce a copy of the policies referred to in sub-clause (a) when demanded by Council.
- (e) Sub-clauses (a), (b), (c) and (d) do not apply where, in respect of a particular market, the Licensee has arranged cover under a policy of insurance held by the permit holder and, when requested by a Council officer, provides proof of that fact.

### **13. Liability**

Where the Licensee is made up of more than one persons, the liability of those persons under this Agreement shall be joint and several.

### **14. Termination by notice**

Notwithstanding anything contained in this Agreement, the licence hereby granted may be terminated by either the Licensee or Council by one giving the other (3) calendar months' written notice.

### **15. Termination for cause**

The licence hereby granted may be terminated by written notice by Council to the Licensee on a breach of any of the terms and conditions of this Agreement if such breach remains unrectified at the market next occurring at which the Licensee is in occupation after written notice of same has been given by Council to the Licensee.

### **16. Waiver**

Failure by Council at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by Council of any such provision or in any way effect the validity of this Agreement or any part thereof.

SCHEDULE

**Full name of Licensee(s)**

**Trading name (if applicable)**

**Residential address**

**Postal address:**

**Contact phone number:**

**Email:**

**Description of Activity:**

**(Please list and describe in detail all the goods or services you intend to exhibit for sale)**

**PLEASE NOTE:**

**For applications to be processed the following applies:**

- a) all aspects of this schedule must be complete**
- b) all pages must be initialed at the bottom of each page to indicate each page has been read**
- c) a current copy of public liability insurance is to be attached to application**
- d) food stallholders and stallholders who sell topical applications must also submit a current copy of product liability insurance**
- e) food stallholders are to attach a current copy of food registration**

**SIGNED** for and on behalf of the)

**ALICE SPRINGS TOWN COUNCIL) .....**

by a council employee authorised to do so)

**SIGNED** by the Licensee in the) .....

presence of: )

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