

**LICENCE TO OCCUPY CARPARK  
Kaitaia Saturday Market**

Executed this    day of    2022

**The FAR NORTH DISTRICT COUNCIL** (“the Council”) is the owner of the Melba Street carpark, Kaitaia being Lot 3 DP 179628 NA110D/257.

**And SHIRLEY WILLIAMS** (“the licensee”) wishes to occupy and use part of the carpark for the purpose of a “Market Place” (area of licence shown on attached plan).

**IT IS AGREED**

That the Council, pursuant to the provisions of Section 12(2) of the Local Government Act 2002, shall permit Shirley Williams to occupy and use the carpark as a marketplace and that Shirley Williams shall accept the occupation and use on the following terms and conditions:

1. The term of this licence shall be for **one (1) year commencing 1 April 2022** and may be terminated by either party giving two month’s notice in writing.
2. If the Council should at any time during the term of this licence require possession of any part or the whole of the carpark for any purpose the Council may vary the licence area by giving one (1) month’s written notice to the Licensee.
3. The Council may terminate this licence immediately by providing written notice to the Licensee if the Licensee commits a material breach of the terms and conditions.
4. The Licensee shall not be entitled to any compensation of damages from the Council arising directly or indirectly in connection with variation or termination of the licence.
5. The days of use shall be any Saturday of the year between the hours of 7.00am. to 2.00pm, or such other days and/or times as the Council may agree to in writing.
6. A rental of \$200.00 (inclusive of GST if any) shall be paid to the Council for any day the market is held or for any other use of the carpark as agreed in writing by Council.
7. The Licensee shall at all times that the market is operating, or any other use by the Licensee of the carpark, hold a public liability insurance of \$1,000,000 (minimum) and indemnity insurance of \$500,000 (minimum).
8. The Licensee shall be responsible to ensure that it or any stallholder holds all appropriate consents in relation to any Act, Regulation or Bylaw, and to indemnify the Council against any costs or penalty or the costs entailed in performing any obligation in respect of the same which might otherwise be imposed on the Licensee or the stall holders.
9. The Licensee shall attend a Council run Volunteer Health and Safety (HAS) session and provide a Council approved HAS plan that includes a completed Job Safety Analysis (JSA) form and map.
10. The Licensee shall ensure compliance with all COVID related requirements.
11. The Licensee must obtain prior approval from Council of a Waste Management and Minimisation Plan that sets out:
  - a. an estimate of the types and amounts of waste to be generated
  - b. how waste generated is to be minimised
  - c. what steps will be taken to maximise the collection and use of recyclables and re-usable material

- d. equipment to be provided for the storage, collection and transportation of waste and diverted material
  - e. the person responsible for the collection and disposal of waste and the methods to be used
  - f. an annual analysis of waste associated
12. The Licensee must ensure compliance with the approved Waste Management and Minimisation Plan.
13. The Licensee must make good any damage as a result of activities carried out on the carpark immediately after the market closes and make sure the carpark is fully open to vehicular traffic no later than 2.00pm.

<p>Recommended by:</p>  <p><b>Nina Gobie</b>  Team Leader – Facilities Operations  Infrastructure and Asset Management</p> <p>Date:</p>	<p><b>Glenn Rainham</b>  Manager – Infrastructure Operations  Infrastructure and Asset Management</p> <p>Date:</p>
<p>Approved by:</p>  <p><b>Andy Finch</b>  General Manager  Infrastructure and Asset Management</p> <p>Date:</p>	<p>Approved by:</p>  <p><b>Shirley Williams</b>  Kaitaia Market Licensee</p> <p>Date:</p>

**Schedule One – Market Place location maps**

