

MEMORANDUM OF UNDERSTANDING

between the

THE HOBART CITY COUNCIL (ABN 39 055 343 428)

and

THE SALAMANCA MARKET STALLHOLDERS' ASSOCIATION INC

WHEREAS

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

THE PARTIES AGREE:

The Council to Recognise

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

Dealings with the Association

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

Dealings with the Council

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

Meetings and Feedback

4. (a) Bi-monthly meetings will be held between Council representatives and the Association.
(b) The Chairman of these meetings shall be an Alderman nominated by the Council.
(c) The Council is to provide an agenda for each meeting at least five working days prior to the meeting in question.
(d) The Council is to provide minutes of each meeting within 10 working days of the meeting.
(e) Both parties will provide regular feedback on issues identified or actions being taken in relation to the Market.
(f) The Memorandum of Understanding allows for the establishment of working groups with the joint representation of the Association and the Council to work on areas of common interest.

Information Dissemination

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

Grant

6. (a) Council will provide the Association with a grant payment of one per cent of the predicated Council income from Licensed and casual stallholder fees (including the public and product liability insurance levy, but not including associated power and other stallholder charges and GST), at the beginning of each financial year within the term of the Memoriam of Understanding.
- (b) A suitable adjustment will be made to this prepaid grant once the stallholder revenue is finalised at the end of the relevant financial year, with the Association returning any overpayment made by Council based on estimates or alternatively Council paying an additional amount equal to one per cent of the finalised stallholder revenue.
- (c) The Association would be required to provide a report to Council at the end of each year of the Memorandum of Understanding detailing how Council's grant was allocated and in particular address the following actions:
 - i) Engage a project officer on a casual basis to help facilitate the communication between the Council and the SMSA including welcoming new members;
 - ii) Membership of other representative bodies;
 - iii) Provide stallholders with professional development opportunities to the value of 20 per cent of the Council's annual grant;
 - iv) Offer one free legal consultation per member, within a set fee limit, to assist dispute resolution between stallholders and ultimately assist in progressing settlement; and
 - v) Provide stallholders with business marketing incentives or skills building programs.

Selection of Casual Hirers

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

Dispute Resolution

9. The Association may be used as an intermediary in disputes arising between the Council and individual stallholders either at the request of the Council or the individual stallholder and subject to the agreement of both parties.

10. Nothing in clause 5 is intended to fetter the provisions of the Stallholder Licence Agreement with respect to dispute resolution.

Period of Agreement

11. This Memorandum of Understanding shall apply for a period until 30 June 2018 whereafter the parties agree that the Council and the Association shall review the Agreement.

Variation

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

Notice

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

Intention to Bind

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

EXECUTION PAGE

Executed as an Agreement:

DATED this 19th day of October 2015.

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

)
) *Tom Hale*
)
)

Signature of witness

Nicholas Heath

Name of witness (block letters)

Tom Hale, Hobart

Address and occupation of witness

N. Heath

Signature of authorised person

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

R. Buckley

Signature of witness

Susan Campbell

Name of witness (block letters)

Susan Campbell

Address and occupation of witness

PUBLIC OFFICER
SMSA (INC)

Signature of authorised person