

Licence to Occupy – Otaki Yard

Key Terms

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| Date of Licence: | As specified in the 'Date' field of the Application |
| Licensor: | Nigel Keith Ross in his capacity as manager and bare trustee of The Hamilton Partnership |
| Licensee: | As specified in the Application |
| Premises: | To be specified by the Market Manager, upon payment of the Licence Fee. The Premises may be subject to change on a week by week basis upon notification by the Market Manager prior to the Market Day. |
| Licence Fee: | As specified in the Application |
| Term | As specified in the Application |
| Permitted Use: | Means the Licensee's allowed business activities (sale of goods and/or services) as specified in the Application, being one of the categories described in clause 3.1 |

Grant of Licence to Occupy

The Licensor licenses to the Licensee and the Licensee takes a licence to occupy the Premises at the Licence Fee, and upon the terms and conditions set out in this Licence and the Application, with a right to use the Common Areas.

General Terms and Conditions

1 Definitions and interpretation

1.1 In this Licence:

Application means the online request made and electronically signed by the Licensee, as accepted by the Licensor, in respect of operating the Permitted Use from the Premises under the terms of this Licence.

Authority means any Government, territorial or other statutory authority having jurisdiction over or in respect of the Property.

Common Areas means those parts of the Property the use of which is necessary for the enjoyment of the Premises and which is shared with other licensees.

GST means the tax levied in accordance with the Goods and Services Tax Act 1985.

Licensor for the purpose of ensuring the compliance with this Licence by the Licensee includes the Market Manager or agent appointed by the Licensor from time to time.

Market Manager means any person or company appointed by the Licensor to supervise the operation of the Permitted Use on the Premises.

Property means the Licensor's property at 219 Main Highway, Otaki comprising the Otaki Yard.

1.2 The Key Terms forms part of this Licence and all words and phrases specified in this Licence have the meanings ascribed to them in the Key Terms.

1.3 Any provision of this Licence to be performed or observed by two or more persons binds those persons jointly and separately so that they may be sued together or alone if in breach of this Licence.

2 Licence Fee

2.1 The Licence Fee must be received in cleared funds 24 hours prior to the corresponding Market Day.

3 Permitted Use

3.1 The Permitted Use categories are as follows:

- (a) **Ready to consume food & beverages:** The Permitted Use for this category is sale of ready to consume food and beverages only and nothing else.
- (b) **Artisan food & beverages:** The Permitted Use for this category is the sale of artisan food and beverages only and nothing else.
- (c) **Produce and eggs:** The Permitted Use for this category is the sale of fresh produce (fruit/vegetables) and eggs and nothing else.
- (d) **Fashion, jewellery & accessories:** The Permitted Use for this category is the sale of items that can be classified as fashion items, jewellery or accessories and nothing else.
- (e) **Arts & Creativity:** The Permitted Use for this category is the sale of items classified as arts and crafts, and nothing else.
- (f) **Homewares & Gifts:** The Permitted Use for this category is the sale of homeware items and non-consumable gifts, and nothing else.
- (g) **Other:** The Permitted Use for this category is the sale of good/or services not described in the above categories only. This Permitted Use requires the written consent of the Market Manager.

4 Licensee's general covenants

4.1 The Licensee must:

- (a) keep the Premises and everything in it clean and tidy;
- (b) uphold the high-end reputation of the market operated from the Property and conduct its business accordingly to the satisfaction of the Licensor;
- (c) setup the Premises to operate the Permitted Use between the hours of 6am and 8am, and subsequently pack away all items after 3pm (not before) but prior to 4pm, each Saturday;
- (d) vacate the Premises and the Property by 4pm;
- (e) remove all rubbish from the Premises and the Property at the end of each day;
- (f) immediately repair any damage to the Premises or the Property caused by improper, careless or abnormal use by the Licensee (including by those under the control or invitation of the Licensee), to the Licensor's reasonable requirements;
- (g) at the end or earlier termination of this Licence, remove all of its items and leave the Premises in the same good and substantial repair and condition as at the Start Date, including to make good any damage;
- (h) comply with the Licensor's directions and rules relating to the Property, including those relating to Health and Safety within the Property;
- (i) alert the Market Manager and report all near misses, incidents, hazards or potential hazards, immediately upon occurrence or identification;
- (j) hold all licences, certificates and permits required to lawfully carry on the Permitted Use; and
- (k) observe and comply with all laws (including statutes, regulations, by-laws, permits, consents and codes of practice) of any Authority placing an obligation in respect of the Licensee's use and occupation of the Premises and the operation of the Permitted Use, including (without limitation) the Food Act 2014 if the Permitted Use includes selling food.

4.2 The Licensee must not:

- (a) use the Premises for any purpose other than the Permitted Use without the prior written consent of the Market Manager;

- (b) use the Premises or commit, permit or suffer in or about the Premises any act in a manner which may be noxious, offensive or illegal or is likely to create a nuisance or annoyance (including by way of noise) to or endanger any person or property;
- (c) make or allow to be made any alterations or additions to the Premises (or the Property) without the prior written consent of the Licensor, with such consent given at the Licensor's sole discretion;
- (d) smoke, vape or use drugs or alcohol on the Premises or the Property;
- (e) commit, permit or suffer in or about the Premises any act which may void any policy of insurance over the Property or any part of it; or
- (f) assign or part with possession of its interest in this Licence or sub-license the Premises or any part of the Premises.
- (g) Provide customers with, or sell to customers, any product, item or packaging that is not recyclable or compostable. For clarity all single use plastics and polystyrenes are not permitted.

5 Electrical equipment

- 5.1 If the Licensee Application or use of the Premises includes a stall with electricity, it must as part of the Permitted Use:
- (a) alert the Market Manager to all appliances to be plugged in;
 - (b) provide photos of the P.A.T tags pertaining to the appliances to be plugged in;
 - (c) ensure all appliances to be plugged in are P.A.T tested with current tags;
 - (d) visually inspect all items appliances to be plugged in with current tags in case of damage during transport; and
 - (e) only use the same number of appliances as sockets provided by the Market Manager, i.e. no multiplugs.

6 Food Trucks

- 6.1 The Licensee, if a food truck operator as its Permitted Use, must:
- (a) ensure the ampere rating of the food truck is compatible with the plug supplied by the Market Manager;
 - (b) alert the Market Manager to all appliances to be plugged in;
 - (c) provide photos of the P.A.T tags pertaining to the appliances to be plugged in;
 - (d) ensure all appliances to be plugged in are P.A.T tested with current tags;
 - (e) visually inspect all appliances to ensure they have not been damaged prior to use;
 - (f) provide a copy of their Health and Safety plan to the market manager; and
 - (g) ensure they have a first aid kit and fire extinguisher on-hand.
- 6.2 The Licensee being a food truck operator as permitted use must not bring or use generator on-site without prior written consent and approval from the Market Manager to do so.

7 Disputes

- 7.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Licence or relating to any other matter arising under this Licence will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences. If the parties are unable to resolve such differences, then the Licensor's final decision shall be binding on the parties.

8 Default

- 8.1 The Licensee will be in breach of this Licence if, at any time:

- (a) the Licensee has not complied with any covenant or provision in this Licence;
- (b) the Licensee becomes bankrupt or insolvent or goes into liquidation, or is placed under official management or a receiver,

and then the Licensor may terminate this Licence if the Licensee has not remedied such breach within 5 days of the Licensee being required by the Licensor to do so.

9 General

- 9.1 The Licensee acknowledges and agrees that Nigel Keith Ross has entered into this Licence in his capacity as manager and bare trustee of the partnership entity specified in the Key Terms and not in a personal capacity. Notwithstanding any other provision of this Licence, any liability of the Licensor to the Licensee is not personal or unlimited but is limited an amount equal to the value of the New Zealand assets of that partnership entity
- 9.2 The Licensee agrees to occupy and use the Premises at the Licensee's risk and releases to the full extent permitted by law the Licensor from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Property.
- 9.3 The Licensee must pay the Licence Fee in advance of the market day and at the time of booking through the online booking system or through direct debit to the specified bank account.
- 9.4 The Licensor agrees that all workers under their control will be properly trained and informed of and inducted into the safety requirements of Otaki Yard.