

Terms and Conditions of the Commercial Operators Licence

In consideration of the licence fee specified in the attached letter the Council grants to the licence holder a licence to occupy the site during the term of this licence and to carry out the activity on the terms and conditions set out in this licence. By signing these Terms and Conditions the licence holder accepts the grant of this licence.

(The 'activity') has been approved by Thames-Coromandel District Council (the 'Council'), subject to you

(the 'licence holder') ensuring that the following terms and conditions are met:

SPECIFIC CONDITIONS

- The activity is non-exclusive and other activities and events may be approved at similar locations.
- All equipment, which includes all signage, and anything associated with your businesses is to be removed from the approved reserve/ public space at the end of each day of trade.
- No permanent structures are to be erected at the approved reserve/public space.
- Overnight camping is prohibited at the approved reserve/public space, and this includes the use of any vehicles for sleeping.
- This Commercial Operators Licence shall be available on demand for any authorised Council officer to view the licence.
- Your vehicles occupying the approved reserve/public space, must be currently registered and have a current Warrant of Fitness (WOF).
- The use of any Council owned power and water supply is at the discretion of the Council.
- Please ensure that you apply for your new licence at least 4 months prior to the expiry of your current licence.

OBLIGATION OF THE LICENCE HOLDER TO OCCUPY

- This approval grants the licence holder the right to utilise the site(s) for the purposes of operating a business.
- Should the licence holder decide not to utilise or occupy any site as agreed by this consent then that site may be withdrawn from the licence subject to an annual review.
- In such cases where a site is withdrawn, or the licence cancelled, for whatever reason by the Council or the licence holder then no refund or credit on the fees charged or part thereof shall be provided.

TRANSFER OR PERMISSIONS TO OCCUPY

- This licence is granted to the licence holder specified on the attached approval letter only.
- The rights granted to occupy the site(s) cannot be transferred, subleased or permission granted for another business or person to utilise the sites, without the express written consent of the Council.
- If there is a change of licensee, a new application is required to be lodged.

AREA OF OCCUPATION

- The area occupied by the licence holder is restricted to the immediate area of the activity and the licence holder shall not unduly encroach onto the general public's use of the beach or reserve or obstruct beach / reserve users. The site is as marked on the attached plan.
- The licence holder does not have exclusive use of the approved reserve/public space.

ANNUAL REPORTING

- The licence holder shall provide to Council no later than 1st July of each year a report stating the number of days each site was used for the activity, any issues identified, any injuries, accidents or incidents reported.
- In addition, the report shall have attached a copy of the licence holder's current public liability insurance certificate and a current Health & Safety Plan.

MARINE ACTIVITIES

- A licence holder undertaking commercial marine activities shall notify the relevant Harbour Master of the activity before commencing the activity.
- A licence holder undertaking activities involving watercraft carrying passengers shall obtain the necessary approvals from Maritime Management Services and Waikato Regional Council, prior to commencing the activity. Failure to comply may result in this Commercial Operators licence being revoked.

REMOTE SITES

- At remote sites where no toilets exist, the licence holder is responsible to ensure no persons associated with the activity use public places as "toilets". Should Council receive any substantiated reports of persons associated with the activity defecating or urinating on a public place or on private property the site will be immediately withdrawn from this licence.

WASTE MANAGEMENT / MINIMISATION

- All litter from the immediate area of operations of the activity must be removed and the area must be left in a clean and tidy condition, cost of which is for the licence holder.
- The licence holder must provide a temporary refuse bin for its customers, and this must be securely positioned at the side of the point of sale for the activity and removed each day. No litter shall be deposited by the licence holder into Council rubbish bins.

ADJACENT RESERVES AND LAND

- This licence does not grant the licence holder the right to occupy, enter upon or cross over any other land owned or managed by any other authority, person or corporation.

TRAFFIC MANAGEMENT

- The licence holder must park any vehicle and permit parking only where parking is legally permitted.
- Unless specified elsewhere in this licence the licence holder shall not drive and shall not permit any vehicle to be driven or parked on any beach.

SIGNAGE

- The licence holder may display a single sandwich board at the location of the activity.
- The licence holder must remove signage from the approved reserve/public space at the end of each day.
- Signage shall be confined to the site unless otherwise authorised and agreed by the Council

ANNUAL FEES

- The fees charged for this activity may be reviewed annually or at any time by Council as required through its Annual Plan or Long-Term Plan reviews.
- The fees charged for this Commercial Operator Licence will not be refunded if the licence holder decides to cancel or terminate the licence once granted or this licence has been revoked by Council.

DAMAGE TO PUBLIC PROPERTY

- Vegetation, buildings, roads and other facilities must not be damaged or unduly disturbed at any time during the activity or any set up or pack down period associated with it. If any damage does occur, the licence holder, as soon as practicable and at the licence holder's cost, will repair or replace (at the Council's direction, acting reasonably) the damaged property.
- In the event of wet weather, the licence holder shall take care to avoid damage to the reserve/public space turf.

ACCESS TO PROPERTIES

- The licence holder shall keep public and private access ways surrounding the site area clear at all times.
- The licence holder shall keep access and egress clear/open at all times for residents, business and emergency vehicles.
- The licence holder shall ensure the public is not unreasonably inconvenienced by the activity.

PUBLIC LIABILITY INSURANCE

- The licence holder shall obtain and keep current Public Liability Insurance for this activity with a reputable insurance company carrying on business in New Zealand for not less than [\$1,000,000] and shall provide a certificate of currency to the Council annually in accordance with this licence.

HEALTH AND SAFETY

- The licence holder is responsible for ensuring the provisions of the Health & Safety at Work Act 2015, all relevant regulations, standards and approved codes of practice are complied with at all times.
- A Health and Safety Plan is required for any commercial business operating on or over any reserve or public place. This shall be reviewed annually by the licence holder and supplied to the Council by August 1st of each year of operation. The Health and Safety plan shall address all requirements of the NZ Health and Safety legislation.
- In case of any accident or injury/harm on the reserve/public space, involving the activity, the licence holder shall notify Council Health & Safety staff immediately; if the licence holder fails to comply with this requirement the licence may be revoked and may not be issued again in future.

SCHEDULE CHANGES

- The Council is to be advised as soon as possible of any proposed change to the nature of the activity, which shall be subject to approval by the Council.
- This licence is not transferrable. If there is a change of licensee, a new application for a licence is to be lodged with the Council with all information required by the Council for a new licence.

COMPLIANCE, LIABILITY AND INDEMNITY

- Compliance by the licence holder is required with all applicable conditions, Council bylaws, Regulatory requirements, including food licensing requirements, any relevant Reserve Management Plan, Waikato Regional Navigation Safety Bylaws, Maritime NZ laws and the Council's District Plan.
- The licence fee is to be paid by the due date or this licence may be cancelled.
- The licence holder shall comply with all applicable New Zealand statutes and regulations.
- The licence holder shall not operate activities in any other areas under the control of the Council which are not specified by this licence without prior written approval of the Council.
- The licence holder shall comply with all applicable laws and regulations and the terms of all permits, consents, and approvals issued in respect of the activity. The Council shall not be liable for any act or omission of the licence holder in relation to the activity and the licence holder shall at all times indemnify the Council in respect of any direct loss, damage, cost (including costs incurred on a solicitor/client basis) or expense, whether arising in contract, tort (including negligence or breach of

statutory duty), or otherwise, which may be suffered or incurred by the Council as a direct result of any breach by the licence holder of any of these conditions or as a direct result of any other act, error, or omission on the part of the licence holder (including any employee, contractor, or volunteer engaged by or on behalf of the licence holder) in relation to the activity.

- Should the terms and conditions of this licence not be met, this licence may be revoked by the Council in accordance with applicable law and the Council may decline to issue another licence to the licence holder in future years.

LICENCE NOT AN INTEREST IN LAND

The licence holder acknowledges that this licence does not convey an interest in the approved reserve/public space, take effect as a lease, right of refusal, tenancy or option to purchase and the licence holder shall not:

- (a) lodge a caveat against the Council's title to the approved reserve/public space to protect its rights and interests pursuant to this licence;
- (b) Object to any resource or building consent and any other consents on the approved reserve/public space or any adjoining land;
- (c) prejudice the Council's tenure as to the approved reserve/public space;
- (d) dispute the Licensor's rights and powers to regulate the approved reserve/public space;
- (e) (take or join any proceedings or claim, charge, account for, seek payment, or set-off of any kind, against the Council whether in respect of any costs, charges or expenses incurred, or losses or damages suffered, for compensation or other relief whatsoever, directly or indirectly arising from:
 - i. the exercise by the Council of any rights, remedies or powers under this licence; or
 - ii. the Council having granted this licence or granted a building or resource consent in respect of the approved reserve/public space whether or not involving the exercise of a discretion by the Council; or
- (f) require registration of this licence or any transfer of grant of the licence in pursuance of this licence

The licence holder confirms it has read and understands the conditions of the Commercial Operators Licence as above and will abide by the conditions

Dated at [_____] the _____ day of [_____] 20[_____]

Signed by: _____

In the presence of:

Witness name:

Witness occupation:

Witness address:

Witness signature: