Trading in Public Places Policy

May 2023

SUMMARY SHEET

The following table is intended for guidance only. Please refer to the details of each Policy further in the document.

	Mobile Shop	Licence to Occupy	Occasional Occupancy	Hawkers Licence	Outdoor dining on footpath Licence	Retail display on footpaths	Buskers Licence
Sale of Food	Yes	Yes	Yes	Yes	Yes	No	No
Specific Location	No	Yes	Yes	No	Yes	Yes	No
Requires Premises	No	No	No	No	Yes	Yes	No
Tourist operators displays	No	No	No	No	No	No	No
Sale of alcohol[1]	No	No	No	No	Yes	No	No
Insurance and Indemnity required	No	Yes $1,000,000.00	No	No	Yes $1,000,000.00	Yes $1,00,000.00	No
Hours	9am to 5:30pm Daylight Saving 9am to 8:30pm	Dawn till Dusk	Dawn till Dusk	9am to 5:30pm Daylight Saving 9am to 8:30pm	Same as premises opening hours	Same as premises opening hours	N/A
Occupation of one site	30 minutes maximum	At least 5 days per week for six months of the year excluding wet days	On the dates authorised on the licence	On the dates authorised on the licence	Same as premises opening hours	Same as premises opening hours	2 hours maximum
Duration	1,2 or 3 years	1, 2 or 3 years (1 July to 30 June)	Valid for not more than 28 days	14 days maximum	1, 2 or 3 years		
Special Conditions	See Licence	See Licence	See Licence	See Licence	See Licence	See Licence	See Licence
Cost (incl GST)	$130 (Non food) $184.50 (Food)	$3,165.00	$50 per day authorised	$130	$253 PA	$253 PA	Free

[1] Liquor licence required

TRADING IN PUBLIC PLACES POLICY

1. *Definitions*

Busker	means an itinerant musician actor, entertainer or other person who performs in an outdoor setting for the benefit of the public generally, whether such performance is free for a fixed payment or for contributions from the audience.
Commercial	means 'business activity', i.e. an undertaking carried on for pecuniary gain or reward.
Council	means the Kaikoura District Council.
Hawker	means a person who offers goods, wares or merchandise for sale on a temporary basis, whether on public or private property. A hawker may trade from a Council-approved location for the day, within the approved trading hours, for a maximum of 14 trading days per licence. These days need not be consecutive and must fall within the dates specified on the licence. This definition excludes a person who conducts a sale on private property in response to an invitation to call, and a person who operates a mobile shop.
Mobile Shop	means a vehicle, whether self-propelled or not, from which goods, wares or merchandise (including food) are offered or exposed for sale, or from which such goods, wares or merchandise may be ordered; while such vehicle is in any public place; but does not include any vehicle used for the purpose of transporting and delivering goods, wares or merchandise pursuant to a prior order placed for delivery of such goods, wares or merchandise.
Mobile Trading	includes hawking or peddling and/or trading from a mobile shop.
Officer	means any person employed and duly authorised by the Kaikoura District Council.
Public Place	means any road, street, footpath, lane or access-way of a public nature open to or used by the public as of right and every place to which the public have access and every reserve, park, domain, beach, foreshore and recreational ground within the district, subject to the provisions of the Reserves Act 1977.
Site of Operation	Within a ten metre radius of the area specified in the Licence.
Trading	means buying or selling goods or services, or offering to buy, sell or exchange goods or services.

2. Introduction

Trading in public places can add to the character, vibrancy and visitor experience in Kaikoura. It is important however to control trading activities in public places to ensure appropriate standards of health, safety, pedestrian priority and visual amenity are maintained. It is also important to consider the potential impacts on established business.

3. Objectives

The Policy is to ensure that public trading activities in the Kaikoura District are undertaken in a consistent manner, make the District more vibrant without inhibiting the safety and efficiency of pedestrian movement. The Policy guides;

- the granting of licences and permits for trading in public places (if applicable)
- the types of trading that are allowed
- conditions for health and safety, pedestrian access, consideration of established businesses.

4. Scope and Activities

This Policy provides guidelines for allowing the following trading activities in public places;

- mobile shops
- licence to occupy sites
- hawkers
- outdoor dining on footpaths
- retail display on footpaths
- West End tourist operator advertising area
- Busking

For the above activities, relevant governing frameworks (i.e. Coastal Management Plan, District Plan, relevant legislation (including bylaws) would take precedence over this Policy, in the event of any inconsistencies between this Policy and the relevant governing frameworks.

5. Application

Trading in public places is not allowed if a licence has not been granted. An application for a licence should be made on the appropriate form in Schedule 1.

6. Trading Prohibitions

Unless permission has been applied for and a licence granted trading in any public place is prohibited.

Licences will not be granted for trading in the following places;

- Any part of the commercial area in the West End from State Highway 1 to the Information Centre.
- Within 50 metres of a shop which sells similar goods, services or produce except for in the case of a Licence to Occupy.
- Point Kean car park.
- Adjacent to State Highway 1 unless the prior consent from New Zealand Transport Agency has been obtained.

7. Sale of Food

The sale of food to the public is prohibited unless a current Certificate of Registration under the Food Act 2014 is held.

8. Mobile Shops

No person shall park or trade from a mobile shop in a public place without a Licence. The Council reserves the right to grant licences for mobile shops in the Kaikoura District.

The Council will charge a fee for the Licence. Licences are non-transferrable and can be revoked at any time due to non-compliance.

8.1 General Licence Conditions for Mobile Shops

1. The Mobile Shop Licence must be carried at all times.
2. Licences will only be granted for a twelve month period.
3. All vehicles used as a mobile shop or transport a mobile shop must be registered and have a current warrant of fitness.
4. The Council may place conditions on mobile shop licences. These conditions may limit, prohibit, or permit:
    - The trade of particular goods and services
    - The number of mobile shop license's permitted within the District at any given time
    - Any other conditions relating to the operation of the mobile shop
5. Hours of operations are limited to 9.00am to 5.30pm outside of daylight saving and 9.00am to 8.30pm during daylight saving.
6. Mobile shops are not permitted to stay in any one place for more than 30mins.
7. The name of the trader should be clearly marked on the outside of the mobile shop.
8. All waste and litter is to be removed from any site of operation.

9. Licence to Occupy Sites

No person shall park or trade in a designated Licence to Occupy site without a Licence. The Council reserves the right to grant a Licence to Occupy for 7 specific locations in the Kaikoura Township. The Licence to Occupy sites are at Jimmy Armers Beach (3), the Esplanade at the end of Margate Street (2) and the South Bay Reserve near the start of the peninsula walkway (2).

The Council will charge a fee for the Licence. Licences are non-transferrable and can be revoked at any time due to non-compliance.

9.1 General Licence Conditions for Licence to Occupy Sites

1. The Licence to Occupy must be carried at all times.
2. The Licence allows a mobile stall to trade from a specific site from dawn to dusk during the licence period.
3. All vehicles used as a mobile stall or transport a mobile shop must be registered and have a current warrant of fitness.
4. Licences will generally only be granted for a twelve month period. The licence agreement allows for an extension of the Licence in certain circumstances.
5. There is no guarantee a licence will be granted to the same operator the following year.

6. Sites are allocated in June each year following a call for expressions of interest.
7. When allocating sites Council will try and ensure a variety of products are sold from each location.
8. The Licence holder is expected to utilise the site for a minimum length of time during the licence year as stated in the Licence agreement.
9. Alcohol sales are prohibited unless approved by Council and DLC.
10. The name of the trader should be clearly marked on the outside of the mobile shop.
11. All waste and litter is to be removed from any site of operation.

10. Occasional Occupancy (of Licence to Occupy Sites)

The holder of an Occasional Occupancy licence granted for particular day(s) may park or trade in a specified Licence to Occupy site for which a Licence to Occupy or another Occasional Occupancy licence has not already been issued on those particular days.

The Licence to Occupy sites are at Jimmy Armers Beach (3), the Esplanade at the end of Margate Street (2) and the South Bay Reserve near the start of the peninsula walkway (2).

Council staff will advise at the time of application which sites are available for Occasional Occupancy on particular days.

The Council will charge a fee for the Licence on a per day of permitted occupancy basis. Licences are non-transferrable and can be revoked at any time due to non-compliance.

10.1 General Licence Conditions Occasional Occupancy (of Licence to Occupy Sites)

1. The Occasional Occupancy licence must be carried at all times.
2. The Licence allows a mobile stall to trade from the specific sites from dawn to dusk during the days stated on the licence.
3. All vehicles used as a mobile stall or transport a mobile shop must be registered and have a current warrant of fitness.
4. Licences will only be granted for specified days and sites and will be granted not more than 28 days in advance of those days.
5. There is no guarantee that any particular site will be available at the time that application for the licence is made.
6. Alcohol sales are prohibited.
7. The name of the trader should be clearly marked on the outside of the mobile shop.
8. All waste and litter is to be removed from any site of operation.

11. Hawker

No person shall ply the trade of a Hawker in a public place without a Licence. The Council reserves the right to grant licences for Hawkers in the Kaikoura District.

The Council will charge a fee for the Licence. Licences are non-transferrable and can be revoked at any time due to non-compliance.

11.1 General Licence Conditions for Hawkers

1. The Hawkers Licence must be carried at all times.

2. Licences will only be granted for a specific period of time and a maximum of 14 days.
3. The Council may place conditions on Hawkers licences. These conditions may limit, prohibit, or permit:
    - The trade of particular goods and services
    - The number of Hawkers license's permitted within the District at any given time
    - Any other conditions relating to operation.
4. Hours of operations are limited to 9.00am to 5.30pm outside of daylight saving and 9.00am to 8.30pm during daylight saving.
5. All waste and litter is to be removed from any site of operation.

12. Outdoor Dining on Footpaths

No person shall provide outdoor dining on the footpath without a Licence. The Council reserves the right to grant licences for footpath dining in the Kaikoura District.

The Council will charge a fee for the Licence. Licences are non-transferrable and can be revoked at any time due to non-compliance.

12.1 General Licence Conditions for Outdoor Dining on Footpaths

1. Outdoor dining can only generally be operated in front of an existing business by the business which already provides dining facilities.
2. Licences can be granted for a term of one, two or three years with no right of renewal.
3. The operator is responsible for keeping the area clean and tidy.
4. The operator is responsible for any safety issues regarding customers and people passing by.
5. Provision must be made to ensure the remaining footpath is sufficient to ensure there is no interruption to the pedestrian flow and it caters for people with a range of disabilities.
6. Approval will be on a case by case basis.

13. Retail Display on Footpaths

No person shall have a retail display on the footpath without a Licence. The Council reserves the right to grant licences for retail displays on the footpaths in the Kaikoura District.

The Council will charge a fee for the Licence. Licences are non-transferrable and can be revoked at any time due to non-compliance.

13.1 General Licence Conditions for Retail Display on Footpaths

1. A retail display can only be on the footpath in front of the business who owns the goods.
2. The area occupied by the retail display must not protrude more than 600mm on the footpath from the shop frontage, and be no longer than 1500mm in length, with a height of between 900-1100mm. There should be a minimum of 2metres of clear footpath space.
2. Licences can be granted for a term of one, two or three years with no right of renewal.
3. The operator is responsible for keeping the area clean and tidy.
4. The operator is responsible for any safety issues regarding customers and people passing by.
5. Approval will be on a case by case basis.

14. Busking

No person shall perform as a busker in a public place without first having obtained permission from the Council.

14.1 General Conditions for Busking

No person shall while performing as a busker in any public places;

a) Occupy any footpath adjacent to any retail or other commercial premises without the consent of the owner or manager of such premises;
b) Obstruct or impede the free movement of pedestrians along the footpath, or way through a public place;
c) Allow the audience to obstruct or impede the free movement of pedestrians along the footpath, or way through a public place;
d) Use language or behaviour which is abusive, insulting, threatening or offensive;
e) Undertake or perform a busking activity which generates any noise which in the opinion of any Officer interferes with the peace, comfort and/or convenience of any person or persons;
f) Continue to occupy any place or site on a footpath or in any public place for longer than 2 hours, or after being requested by an Officer to move to another place or site.

Policy Approval Date: 31 May 2023

Policy Review Date: 31 May 2033

Schedule 1- Forms

Form 1: ..... Application for Mobile Shop
Form 2: ..... Mobile Shop Licence
Form 3: ..... Application for Licence to Occupy
Form 4: ..... Licence to Occupy
Form 5: ..... Application for Hawkers Licence
Form 6: ..... Hawkers Licence
Form 7:..... Application for Outdoor Dining on Footpath Licence
Form 8: ..... Licence for Outdoor Dining on Footpath
Form 9: ..... Application for Retail Display on Footpath
Form 10: ..... Licence for Retail Display on Footpath
Form 13: ..... Application for Busking
Form 14: .....Occasional Occupancy (Licence to Occupy Sites)

KAIKŌURA
DISTRICT COUNCIL

Application for Mobile Shop Licence

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Nature of goods to be offered for sale:

_____

Registration number of vehicle to be used: _____

Address of premises to be used for the preparation or storage of any food: (A separate certificate of registration under the Food Hygiene Act will be required for this premise).

_____

* **Fee to be paid at the time of application.**
  $184.50 mobile shop selling food
  $130.00 mobile shop not selling food

* **A picture of the mobile shop must accompany this application.**

I have read and understood the terms of conditions for a mobile shop licence and agree to adhere to the conditions imposed if my licence application is approved. Failure to do so will result in my licence being revoked.

Date: _____

Applicant's signature: _____

_____

Office use only:

Receipt No: _____ Application: Approved / Declined

Authorised Officer: _____

KAIKŌURA
DISTRICT COUNCIL

Mobile Shop Licence

The person named herein is authorised to operate a Mobile Shop within the Kaikoura District subject to the terms and conditions as set out.

Full name of licence holder: _____

Address: _____

_____

Registration number of vehicle used: _____

Products licensed to sell: _____

Expiry date of licence: _____

Special conditions (if any) _____

_____

Signed: _____
for Chief Executive

Date: _____

Mobile Shop Licence terms and conditions:

1. The holder of a mobile shop licence must carry the licence at all times.
2. The licence will apply only to the vehicle whose registration number is specified on the licence
3. Trading is prohibited in the following areas;
    - Any part of the commercial area in the West End (excluding the public car park).
    - Within 50 metres of a shop which sells similar goods, services or produce except for in the case of a Licence to Occupy.
    - Point Kean car park.
    - Adjacent to State Highway 1 unless the prior consent of New Zealand Transport Agency has been obtained.
4. The licensee or operator of any mobile shop shall not remain stationary on any one site for a period exceeding 30 minutes.
5. The operator of the mobile shop shall ensure that the area in which trading is carried out is cleaned up when trading is finished.
6. Trading can only take placed between 9.00am to 5.30pm outside of daylight saving and 9.00am to 8.30pm during daylight saving.
7. The name of the trader should be clearly marked on the outside of the mobile shop.
8. All waste and litter is to be removed from any site of operation.
9. The mobile shop vender must act in a courteous manner, maintain a tidy appearance, be competent to carry out the use permitted by this license, and do nothing to prejudice the good name and reputation of the District of Kaikoura.

KAIKŌURA
DISTRICT COUNCIL

Application for Licence to Occupy

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Nature of goods to be offered for sale:

_____

Registration number of vehicle to be used: _____

Address of premises to be used for the preparation or storage of any food:

_____

Preferred licence site (please circle): Esplanade Jimmy Armers South Bay

* **A picture of the mobile shop must accompany this application.**
* **If your application is approved you must also obtain a mobile shop licence.**

Date: _____

Applicant's signature: _____

Office use only:
Application: Approved / Declined

Authorised Officer: _____

KAIKŌURA
DISTRICT COUNCIL

Licence to Occupy Agreement

BETWEEN

KAIKOURA DISTRICT COUNCIL

AND

[ ]

LICENCE TO OCCUPY

LICENCE TO OCCUPY

BETWEEN **KAIKOURA DISTRICT COUNCIL** a local authority having its office at 34 Esplanade, Kaikoura ("Licensor")

AND **[ ]** of [ ] .
Vendor ("Licensee") trading as [ ].

BACKGROUND

A. The Licensor is the administrator of reserve land laid out in the district of Kaikoura located generally in the area known as .

B. The Licensor has agreed to grant the Licensee a personal and non-transferrable licence to occupy the land referred to in the Schedule to this Licence for the purpose of operating a Stall, upon the terms and conditions of this Licence

IT IS AGREED:

1. Interpretation

1.1 In this Licence:

(a) "Licence Fee" means the Licence Fee described in the Schedule to this Licence.

(b) "Licensed Area" means the land described in the Schedule to this Licence

(c) "Permitted Hours" means the hours during which the Licensee is permitted to occupy the Licensed Area, described in the Schedule to this Licence

(d) "Permitted Use" means the permitted use described in the Schedule to this Licence

(e) "Persons" included an individual, the Crown, a corporation sole, trust and anybody of persons (whether incorporated or unincorporated)

(f) "Persons under the Licensee's control" includes employees, agents, contractors, suppliers, customers and invitees of the Licensee

(g) "Stall" means all structures and equipment brought onto the Licensed Area for the Permitted use that have been approved in writing by the Licensor

(h) "Term" means the term of this Licence described in clause 3.1 of this Licence

(i) 'Working Day' shall have the meaning given to those words by the Property Law Act 2007.

1.2 In this Licence

(a) Where obligations bind more than one person those obligations shall bind those persons jointly and severally;

(b) Words importing the singular number include the plural, and vice versa;

(c) Any schedule to this Licence shall have the same effect as if set out in the body of this Licence;

(d) Clause headings are inserted for reference only and shall not affect the interpretation of this Licence.

2. Grant of Licence

2.1 Subject to clause 2.3, the Licensor grants the Licensee, and the Licensee accepts a personal and non-transferrable licence to occupy the Licensed Area during the Permitted Hours or the Permitted Use.

2.2 The Licensor may at the time give the Licensee 7 days' notice that the Licensor wished to use the Licensed Area for any reason for all or part of a day and the Licensee shall not occupy the Licensed Area during the times set out in the Licensor's notice.

2.3 For each day that the Licensee is unable to use the Licensed Area because of the exercise by the Licensor of its rights under clause 2.3, the Licensor shall refund the Licensee the amount paid by the Licensee to use the Licensed Area on that day (calculated by dividing the Annual Licence Fee by 365).

3. Terms

3.1 The term of this Licence shall commence on the Commencement Date and shall end on the Expiry Date described in the Schedule to this Licence, unless previously terminated in accordance with this Licence.

4. Right of Extension

4.1 If the Licensee is not in breach of this Licence, and has given Council written notice requesting an extension to this Licence at least 3 months before the end of the Term) in which respect time will be of the essence), then the Council may, at the cost of the Licensee, extend the Term for the next Extended Term in accordance with the dates set out in Schedule 1.

4.2 During any Extended Term the Licensee will pay a Licence Fee (payable annually in advance) to the Council which will be the current Licence Fee determined as per the Schedule. Any Extended Term will otherwise be on and subject to the covenants, terms and conditions expressed or implied in this Licence except that the terms of this Licence altogether with any Extended Terms must expire no later than the Final Expiry Date.

5. Licence Fee

5.1 The Licensee shall pay the Licensor the Licence Fee at the rate and in the manner described in the Schedule to this Licence.

5.2 If the Licence Fee or any other money payable by the Licensee under this Licence remains unpaid for seven calendar days after the due date for the payment, the Licensee shall pay interest on the unpaid amount at the default interest rate described

in the Schedule to this Licence, calculated from the due date for payment to the date of payment.

5.3 If monitoring of the Licence conditions is required and the Licensee is found to be in breach of the Licence terms and conditions the cost of monitoring will be borne by the Licensee.

6. General Conditions

6.1 The Licensee may only place on the Licensed Area a Stall that is in keeping with the street scape, and has been approved in writing by the Licensor. Where the Licensee is permitted to cook, the Stall shall include a fixed drip tray. The Licensor may impose other conditions on any approval given pursuant to this clause.

6.2 The Licensee shall each day remove the Licensee's Stall from the Licensed Area before the expiry of the Permitted Hours, unless the License has the prior written consent of the Licensor for the Licensee's Stall to remain on the Licensed Area in which case the Licensee shall remove the Stall at the expiry of the period referred to in the Licensor's consent.

6.3 The Licensee shall not do or permit to be done on the Licensed Area anything which in the opinion of the Licensor is or may become a nuisance or disturbance to, or cause damage to the property of, the Licensor, the owners or occupiers of the property in the vicinity of the Licensed Area, or user of any adjoining footpath, road, or reserve.

6.4 The Licensee shall keep and maintain the Licensed Area in a safe, clean and tidy condition during the Permitted Hours. The Licensee shall keep the Stall tidy at all times and shall keep all items not for sale concealed from the public view, except for one chair for the attendant.

6.5 The Licensee shall take all practicable steps to ensure no objectionable smells, noise, fumes, smoke or dust emanate from Licensed Area.

6.6 The Licensee shall immediately make good any damage to the Licensed Area caused by the use of the Licensed Area by Licensee or Persons under the Licensee's control. Without limiting the foregoing, any stained or damaged paving or footpath must be cleaned or replaced by the Licensee to a standard approved by the Licensor.

6.7 Removal of Vegetation

The Licensee must not remove or trim any trees or shrubs from the land or the site other than from those parts of the site (if any) as shown on the Plan (and from time to time if the prior consent of the Operations and Maintenance Manager is obtained). If the Licensee removes vegetation from the land or the site in breach of the provisions of this above paragraph, the Licensee must as soon as possible re-vegetate to the Operations and Maintenance Manager's reasonable requirements (including regarding landscaping and the type and source of the trees and shrubs to be planted), and must consult with the Operations and Maintenance Manager in this regard.

If the Licensee does not comply with its obligation in relation to the replanting requirements in the previous paragraph to the satisfaction of the Operations and Maintenance Manager or within a reasonable time, the Council may carry out the replanting and the Licensee must pay the Council's costs of doing so immediately on demand.

The Licensee must ensure that its use and occupation of the Site and the land preserves as far as possible the natural environment and landscape amenity, and in particular the survival and health of any of the native flora and fauna on the land and on the Site.

6.8 The Licensee shall comply with all statutes, ordinances, regulations, rules, codes of practice, and by-laws, and with all requirements or notices or orders which may be given by any competent authority in respect of the Licensed Area, anything located on the Licensed Area, or use of the Licensed Area.

6.9 Without limiting anything in clause 6.7, the Licensee shall at all times during the term of this Licence comply with its obligations under the Health and Safety in Employment Act 1992 and regulations, rules, guidelines and codes of practice made there under, as amended, and any legislation in substitution therefore. Without, limiting the foregoing, the Licensee shall take all practicable steps to:

(a) provide and maintain a safe working environment
(b) ensure that persons on, or on land in the vicinity of, Licensed Area are not exposed to hazards that are under the control of the Licensee;
(c) develop procedures for dealing with emergencies that may arise at the Licensed Area;
(d) ensure that there are in place effective methods for identifying existing hazards and new hazards and determining whether a hazard is a significant hazard, and give written notice to the Licensor of hazards and significant hazards identified by the Licensee.
(e) immediately give notice to the Licensor of any accident that harms (or as the case may be, might have harmed) any person at the Licensed Area.

6.10 If the Licensee shall default in carrying out its obligations under clause 6.8 and if the Licensor shall choose to carry out any necessary work to remedy the default then the Licensee shall forthwith upon demand reimburse to the Licensor all money so expended or incurred by the Licensor.

6.11 The Licensee shall collect all litter from within the Licensed Area, and all litter within a 10 meter radius of the Licensed Area that is attributable to the Licensee's use of the Licensed Area. The Licensee shall take all practicable steps to prevent litter from escaping from the Licensed Area. The Licensee shall deposit the litter collected by it in suitable receptacles provided by the Licensee. The Licensee shall not deposit litter in the Licensor's litter receptacles.

6.12 If there are any common areas on the land that are used by the Licensee, the Licensee is jointly and severally responsible with other users of the land, to keep those common areas clean and tidy.

6.13 The Licensee shall not erect any structure other than the Stall on the Licensed Area, or make any alterations or additions to the Licensed Area.

6.14 The Licensee shall not attach anything to the Licensor's fixtures or chattels (including bollards, chains, seats, plant protector frames, trees and other plantings).

6.15 The Licensee shall at all times ensure that the Licensee's Stall does not impede the view of the adjoining road by persons using the road. There shall at all times be a vertical clearance of 2.1m between the ground and the Licensee's awnings, verandahs, or sunshades.

6.16 The Licensee's awnings, verandahs or sunshades shall not extend on to any carriageway.

6.17 The Licensee shall not assign its rights or obligations under this License to Occupy to any Person.

6.18 The Licensee shall not display or place, or permit to be displayed or placed, any signs, notices, advertisements or posters within the Licensed Area unless they promote the Licensee's Stall, are fixed to the Stall, and are located entirely within the Licensed Area.

6.19 Prior to the Commencement Date, the Licensee shall pay the Licensor an Administration fee for the preparation of this License, being the amount described in the Schedule to this Licence.

6.20 The Licensee acquires no legal interest in the Licensed Area. The right to possession and control of the Licensed Area remains vested in the Licensor at all times.

6.21 The Licensee shall not store or display goods or personal belongings outside of the Licensed Area.

6.22 Except in an emergency, the Licensee's Stall shall be attended by the Licensee, or the Persons under the Licensee's control, at all times while the Stall is present on the Licensed Area. The attendant must act in a courteous manner, maintain a tidy appearance, be competent to carry out the Permitted Use at the Licensed Area, and do nothing to prejudice the good name and reputation of the District of Kaikoura.

6.23 The Licensor may direct the Licensee to remove from the performance of services at the Licensed Area any person if the Licensor considers that the conduct of that person is prejudicial to either the business carried on at the Licensed Area, or the good name or reputation of the District. The Licensee shall comply with such direction to the extent permitted by law.

6.24 The Licensee shall obtain all necessary consents, approvals or permits for its use of the Licensed Area.

6.25 The Licensee shall permit the Licensor, its employees, or contractors and agents to inspect the Stall on the Licensed Area at any time for the purpose of examining the condition of the Stall and to check whether the Licensee is complying with the terms of

this Licence. The Licensee agrees to authorised officers conducting regular inspections of the movable food premises at all reasonable times to ensure compliance with all appropriate legislation, bylaws and licence conditions.

6.26 The Licensee shall ensure that tow bars attached to the Stall are not an actual or potential cause of injury to any person.

6.27 The Licensee is required to commence trading by 1 October in the Licence year.

6.28 The Licensee shall actively occupy the Licensed Area during the Permitted Hours for a minimum of 5 days per week for 6 months of each year, wet days excluded. The Licensee shall keep a written record of those days the Licensed Area is actively occupied, and those days when wet weather prevents the Licensed Area being occupied.

6.29 The Licensee shall not supply or provide goods at the Licensed Area that are, in the opinion of the Licensor, unsatisfactory in any respect. The Licensee shall not conduct themselves in a manner that is, in the opinion of the Licensor, unsatisfactory in any respect.

6.30 The Licensee will operate only from a movable food premise which has undergone a pre-licence inspection by authorized officers and is approved and registered with the Council under the Food Hygiene Regulations 1974.

6.31 The Licensee must act in a courteous manner, maintain a tidy appearance, be competent to carry out the use permitted by this license, and do nothing to prejudice the good name and reputation of the District of Kaikoura.

7. Insurance and indemnity

7.1 The Licensee shall not do, or permit to be done, anything in the Licensed Area that causes any insurance effected by the Licensor or by the Licensee to be rendered void or voidable or (except with the Licensor's prior written approval) caused the premiums payable on any such insurance to be liable to increase. The Licensee shall pay all extra premiums payable by the Licensor resulting from any extra risk caused or permitted by the Licensee.

7.2 The Licensee agrees to occupy the Licensed Area 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 damage to any property or injury to any person as a result of the Licensee's use and occupation of the Licensed Area.

7.3 To the extent permitted by law, the Licensee shall keep the Licensor indemnified against all liability, fines, penalties, damages, losses and costs of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of, or arising out of:

(a) the neglect or careless use or misuse by the Licensee, or Persons under the Licensee's control, of the Licensed Area;

(b) any damage to property or injury to any person on, or in the vicinity of, the Licensed Area caused directly or indirectly by any act or omission by the Licensee or Persons under the Licensee's control.

7.4 The Licensee shall effect, and keep current, in respect of any Licensed Area and the Licensee's use of the Licensed Area. A policy of public risk insurance for an amount not less than $1,000,000 for any one occurrence with a substantial reputable insurer first approved in writing by the Licensor (such approval not to be unreasonably withheld). Prior to the Commencement Date, the Licensee shall deliver to the Licensor a certificate from the insurer confirming that the insurance required by this clause is in force.

8. Termination

8.1 The Licensor may terminate this Licence at any time if;

(a) The Licence Fee is unpaid and in arrears for 10 working days after any of the days appointed for payment of the Licence Fee and the Licensee has failed to remedy the breach within the period specified in a notice given in accordance with section 245 Property Law Act 2007;

(b) the Licensor gives written notice to the Licensee specifying a breach of one or more of the provisions of this Licence, and the Licensee has failed to remedy the breach within the period specified in a notice given in accordance with section 246 Property Law Act 2007.

(c) The Licensee, if an individual, is adjudged bankrupt;

(d) The Licensee, is a company or incorporated society or trust board, is put into liquidation or placed in receivership or under official or statutory management;

(e) The Licensor requires the Licensed Area for other appropriate uses (which may include car parks), or a footpath, and has given three month's written notice of termination to the Licensee.

(f) The Licence shall be revoked if it can be shown that the operator and/or licence holder is not operating the movable food premise in accordance with appropriate legislation, bylaws or licence conditions.

(g) The Licence shall be revoked if it can be shown that the movable food premises does not meet appropriate legislation, bylaws or licence conditions.

8.2 Termination of this License for any reason shall be without prejudice to the rights and remedies of either party against the other.

8.3 Upon the expiry of termination of this Licence, the Licensee shall forthwith remove the Stall and all of the Licensees' chattels from the Licensed Area and make good any damaged caused by such removal.

8.4 The Licensee may terminate this Licence by notice in writing to the Licensor at any time provided the License Fee is paid up to date.

8.5 Any person who obstructs or hinders any officer in the execution of their legislative powers shall be in breach of the Licence.

9. Disputes

9.1 If a dispute arises between the parties about anything in relation to this Licence, then a party must give written notice to the other party stating that there is a dispute and giving details of it. The parties must then attempt in good faith to settle the dispute including by using alternative dispute resolution techniques.

9.2 If such attempts do not result in a resolution within 20 business days from the date of receipt by the other party of the notice under clause 9.1, then the dispute will be referred to arbitration in New Zealand or of a single arbitrator if the parties can agree on one, or otherwise to two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before entering on their reference) in accordance with the Arbitration Act 1996 or any replacement or amendment legislation.

9.3 If a difference or dispute referred to alternative dispute resolution or arbitration, under this clause 9, each party will bear its own costs of the alternative dispute resolution or arbitration, subject to any award or order which may result from that alternative dispute resolution or arbitration.

10. Alteration to Licence

10.1 The Council may be resolution, from time to time, amend the terms and conditions of the Licence.

Dated 20

SIGNED on behalf)
KAIKOURA DISTRICT COUNCIL)
As Licensor in the presence of:) ----------

---------- Witness

---------- Address

---------- Occupation

SIGNED by)
As Licensee in the presence of:) ----------

---------- Witness

---------- Address

---------- Occupation

SCHEDULE

Licensed Area:	Part of the reserve known as Kaikoura, outlined in red on the plan attached. The Licensee shall be able to provide up to 32 covers.
Licence Fee:	$3,165.00 plus GST per annum. The Licence Fee shall be reviewed on an annual basis prior to 31 May in the year preceding the 1 July of the next financial year.
Frequency of Payment of Licence Fee:	Either one lump sum prior to commencing operation or by agreed payment plan.
Permitted Hours:	Dawn to Dusk during the Term of this Licence.
Permitted Use:	The sale of the following goods:
Commencement Date:	1 July
Expiry Date:	30 June
Final Expiry Date:	
Administration Fee:	$0.00
Default Interest Rate:	12% per annum
Rights of Extension:	There are no automatic rights of extension. Council (at its sole discretion) may provide for an extension for a period of up to 3 years.
Extension Dates:	

KAIKŌURA
DISTRICT COUNCIL

Application for Hawkers Licence

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Nature of goods to be offered for sale:

_____

Registration number of vehicle to be used: _____

Address of premises to be used for the preparation or storage of any food: (A separate certificate of registration under the Food Hygiene Act will be required for this premise).

_____

* **Fee to be paid at the time of application.**
Fee: $130.00

I have read and understood the terms of conditions for a Hawkers Licence and agree to adhere to the conditions imposed if my licence application is approved. Failure to do so will result in my licence being revoked.

Date: _____

Applicant's signature: _____

Office use only:
Receipt No: _____ Application: Approved / Declined

Authorised Officer: _____

KAIKŌURA
DISTRICT COUNCIL

Hawkers Licence

The person named herein is authorised to ply the trade of a Hawker within the Kaikoura District subject to the terms and conditions as set out.

Full name of licence holder: _____

Address: _____

_____

Registration number of vehicle used: _____

Products licensed to sell: _____

Expiry date of licence (14 days maximum licence period): _____

Special conditions (if any) _____

_____

Signed: _____
for Chief Executive

Date: _____

Hawkers Licence terms and conditions:

1. The holder of a Hawkers Licence must carry the licence at all times.
2. The licence will apply only to the vehicle whose registration number is specified on the licence
3. Trading is prohibited in the following areas;
    - Any part of the commercial area in the West End (excluding the public car park).
    - Within 50 metres of a shop which sells similar goods, services or produce except for in the case of a Licence to Occupy.
    - Point Kean car park.
    - Adjacent to State Highway 1 unless the prior consent of New Zealand Transport Agency has been obtained.
4. The operator shall ensure that the area in which trading is carried out is cleaned up when trading is finished.
5. Trading can only take place between 9.00am to 5.30pm outside of daylight saving and 9.00am to 8.30pm during daylight saving.
6. All waste and litter is to be removed from any site of operation.
7. The hawker must act in a courteous manner, maintain a tidy appearance, be competent to carry out the use permitted by this license, and do nothing to prejudice the good name and reputation of the District of Kaikoura.

KAIKŌURA
DISTRICT COUNCIL

Application for Outdoor Dining on Footpath

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Trading as: _____

I am applying for a licence for (please circle): 1 year 2 years 3 years

* **A picture of the proposed outdoor dining area must accompany this Licence application.**

Date: _____

Applicant's signature: _____

Office use only:
Application: Approved / Declined

Authorised Officer: _____

KAIKŌURA
DISTRICT COUNCIL

BETWEEN

KAIKOURA DISTRICT COUNCIL

AND

[ ]

OUTDOOR DINING LICENCE FOOTPATH

THIS DEED made this day of 20

BETWEEN **THE KAIKOURA DISTRICT COUNCIL** at Kaikoura (hereinafter called "the Licensor") of the one part:

AND (hereinafter called "the Licensee") of the other part:

BACKGROUND

A. The Licensor is the owner of road laid out in the district of Kaikoura comprising certain inner business streets.

B. The Licensor has agreed to grant a personal and non-transferable licence pursuant to Section 45 Public Works Act 1981 to occupy the land referred to in the Schedule hereto for the purposes of providing an outdoor dining thereon upon the following terms and conditions.

THIS LICENCE WITNESSES:

1. Interpretation

In this Licence:

(a) Where obligations bind more than one person those obligations shall bind those persons jointly and severally;

(b) Words importing the singular number include the plural, words importing the masculine gender shall include the feminine and neuter, and vice versa;

(c) A "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of state, government department or municipal authority in each case whether or not having separate legal personality;

(d) Any schedules to this Licence shall have the same effect as if set out in the body of this Licence;

(e) Clause headings are inserted for reference only and shall not affect the interpretation of this Licence;

(f) Reference to any statute refer also to any regulation, bylaw, order and notice made under or pursuant to the statute and;

(ii) references to statutes and regulations refer also to statutes and regulations amending, consolidating or re-enacting those referred to;

and

(iii) expressions defined or explained in any statute shall bear those meanings in this Licence; and

(g) "Persons under the Licensee's control" includes all employees, agents, contractors, suppliers, customers and other invitees of the Licensee.

(h) "Licensed area" means the land specified in the Schedule to this licence.

(i) "The facility" means the outdoor dining facility permitted in terms of this licence

(j) "Chief Executive Officer" means the officer of the Licensor for the time being holding that position or such other officer of the Licensor designated by the Licensor in his place.

2. Grant of Licence

2.1 The Licensor grants and the Licensee accepts a personal and non-transferable licence to occupy the land referred to in the Schedule hereto during the period of this licence for the purposes of providing thereon an outdoor dining facility.

3. Term

3.1 This licence shall be for a term of year(s) commencing on the day of 20 and finishing on the day of 20 . Upon the expiry of the licence the Licensee's rights pursuant to clause 2 hereof shall absolutely cease and determine but the Licensee shall not be released from any liability hereunder for any antecedent breach of the terms of this licence and any rent in arrears.

The licensee may apply for renewal one month prior to the expiry date of this licence.

4. Rental

4.1 The Licensee shall pay to the Licensor by way of rental the sum of $10 plus GST per m^2 per week.

4.2 The annual rental payable by the Licensee to the Council shall be $ per annum incl GST, an invoice will be sent in advance of commencement for the first year or part thereof and in July for each remaining year if the licence is for more than one year.

4.3 If any rental payable by the Licensee remains unpaid on the 20th day of the month following the date of the invoice the Licensee shall pay interest thereon at the rate of 12% per annum calculated from their due date to the date of payment.

4.4 The Chief Executive Officer of the Licensor in his sole discretion shall be entitled to review on an annual basis, the rental payable hereunder and if it thinks fit increase the same. The amount of any increased annual rental shall be notified in writing with a GST invoice to the Licensee on or before the 30th day of July in the relevant year.

5. General Conditions

5.1 In providing the facility on a paved or bricked footpath:

(a) The Licensee shall be entitled to place within the licensed area tables and chairs, pot plants and other decorative items.

5.2 The maximum extent of the outdoor dining is the length of the footpath in front of the existing business.

5.3 The design and style of the outdoor furniture to be used thereon shall be in keeping with the existing streetscape and be approved by the Chief Executive Officer or his designated representative.

5.4 The Licensee shall not do or permit or suffer anything in or upon this licensed area which may be or become a nuisance or annoyance or cause damage to the owners or occupiers of other property in the vicinity or to the users of the adjoining road and/or parking areas.

5.5 The Licensee shall operate the facility in a tidy and efficient manner, and shall be responsible for maintenance of the site, and shall ensure that the licensed area is at all times kept in a safe, clean and tidy condition. Excessive smoke, noise, fumes, objectionable smells or dust should not emanate from the facility.

5.6 The Licensee shall at the Licensee's expense immediately make good damage to any part of the licensed area caused by operation or use of the facility. Any stained or damaged paving must be cleaned or replaced by the Licensee at no cost to the Council.

5.7 The Licensee shall at the Licensee's expense at all times comply in all respects with the requirements of the Health and Safety in Employment Act 1992, the Health Act 1956, the Sale of Liquor Act 1989 and any act passed in substitution thereof and any other statute, proclamation, order, regulation or by-law including the Licensor's District Plan affecting or relating to the operation and use of the facility.

5.8 The Licensee shall at the Licensee's expense comply with any notices or orders given by any competent authority in respect of the licensed area or its use and shall keep the Licensor indemnified in respect of all such matters.

5.9 The licensee is responsible for control of litter originating from their facility within a ten-meter radius of the defined area. All waste and litter is to be removed from any site of operation.

5.10 Street litter bins are not to be used for this purpose.

5.11 The licensee must provide a full detailed plan of the proposed site, showing any planned works to the site. The plan must be submitted and approved by the Chief Executive Officer before any work on the site commences.

5.12 The Chief Executive Officer's designated representative has final approval of the design, materials and layout of any structures.

5.13 The licensee cannot extend the shop premises, building structure, permanent walls and verandas etc. out, on to, or over the footpath without council approval.

5.14 The licensee cannot make any structural changes or additions to the footpath, without prior written approval from the Chief Executive Officer's designated representative.

5.15 The area must be returned to its original condition at the cost of the licensee at the conclusion or termination of the licence.

5.16 That the area to be occupied is clearly defined and the licensee shall have a site plan available at all times for inspection.

5.17 Where the facility is established on the kerbside of the footpath at an intersection, the airspace between 1.2m and 1.8m above the footpath must not be occupied with any walls, partitions, signs, fixtures or goods.

5.18 Table umbrellas shall be permitted within the designated site area only, provided they are firmly secured and not obstruct or impede pedestrian or vehicle access or visibility.

5.19 The Licensee shall not assign the benefit of this Licence, grant any sublicense, or otherwise deal in any manner with this Licence or the right to use the licensed area without the prior written approval of the Chief Executive or his designated representative.

5.20 The Licensee shall not display or place any signs, placards, posters or advertising material within the licensed area apart from those fixed permanently to furniture and promoting the outdoor dining activity or the business.

5.21 The Licensee acquires no right or legal interest in the land which is the subject of this Licence. The legal right to possession and control over the licensed area remains vested in the Licensor throughout the term of this Licence.

5.22 The Licensor acknowledges that it has no right or interest in any business of the Licensee.

5.23 Provision must be made to ensure the remaining footpath is sufficient to ensure there is no interruption to the pedestrian flow and it caters for people with a

range of disabilities. The licensee is required to acknowledge the priority of pedestrian traffic.

5.24 The licensor must act in a courteous manner, maintain a tidy appearance, be competent to carry out the use permitted by this license, and do nothing to prejudice the good name and reputation of the District of Kaikoura

6. Insurance and indemnity

6.1 The Licensee shall not do, or permit to be done, anything in the licensed area causing any insurance effected by the Licensor or by the Licensee to be rendered void or voidable or (except with the Licensor's prior written approval) causing the premiums payable on any such insurance to be liable to increase. The Licensee shall pay all extra premiums payable by the Licensor resulting from any extra risk caused or permitted by the Licensee.

6.2 The Licensee agrees to occupy the licensed area at the Licensee's risk and releases to the full extent permitted by law the Licensor and the Licensor's employees and agents 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 licensed area.

6.3 The Licensee shall keep the Licensor indemnified against all claims, actions, losses and expenses of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of, or arising out of:

(a) the neglect or careless use or misuse by the Licensee and persons under the Licensee's control of the licensed area;

(b) any accident or damage to property or any person arising from any occurrence in or near the licensed area by reason of any act or omission by the Licensee and persons under the Licensee's control.

6.4 The Licensee at the Licensee's expense shall effect, and keep current, in respect of the licensed area and the Licensee's use of the licensed area, a policy of public risk insurance for an amount not less than $1,000,000 for any one event with a substantial reputable insurance office or company first approved in writing by the Licensor (such approval not to be unreasonably withheld).

7. Remedies for breach and determination

7.1 In the event of a breach by the Licensee of any terms of this licence the Licensor may (without prejudice to any other remedy the Licensor may have) recover all costs, charges and expenses for which the Licensor shall become liable in consequence of or in connection with any breach or default by the Licensee in the performance or observation of any of the terms covenants and conditions of this Licence.

7.2 On this licence coming to an end by whatever means and whether pursuant to a provision of this licence or not the Licensee shall forthwith remove anything placed in the licensed area and reinstate the licensed area to its original condition.

7.3 In the event of the termination or sooner determination or revocation of this licence for any reason whatsoever the Licensee shall not be entitled to compensation or any payment whatsoever from the Licensor.

8. Cancellation or Termination of Licence

8.1 This Licence shall be cancelled by the Council if the Licensee fails to comply with any of the conditions hereof or fails to maintain payment of the rent in the manner described herein. Any default in the payment of the agreed rent for a period longer than 14 days after the due date will result in cancellation of the Licence. Should the Council be of the opinion that the service being rendered by the Licensee is unsatisfactory in any respect, or that the management, control, efficiency, or conduct of the Licensee is unsatisfactory in any respect, and after having given the Licensee seven days' notice in writing requiring the Licensee within such time to remedy such default, and such default not having been remedied, the Council may forthwith terminate this Licence. The licensee may cancel this licence upon giving one month written notice to Council to do so.

IN WITNESS WHEREOF this Deed has been executed this day of 20

The footpath situated in (street name) marked in red on the plan attached.

SIGNED by)
)
) _____

In the presence of:

..... Name

..... Address

..... Occupation

SIGNED on behalf of)

KAIKOURA DISTRICT COUNCIL)
)

Chief Executive Officer

In the presence of:

..... Name

..... Address

..... Occupation

KAIKŌURA
DISTRICT COUNCIL

Application for Retail Display on Footpath

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Trading as: _____

I am applying for a licence for (please circle): 1 year 2 years 3 years

* **A picture of the proposed retail display area must accompany this licence application.**

Date: _____

Applicant's signature: _____

Office use only:
Application: Approved / Declined

Authorised Officer: _____

KAIKŌURA
DISTRICT COUNCIL

BETWEEN

KAIKOURA DISTRICT COUNCIL

AND

[ ]

LICENCE FOR RETAIL DISPLAY ON FOOTPATH

A DEED made this day of 20

BETWEEN **KAIKOURA DISTRICT COUNCIL** (hereinafter called "the Council") of the one part

A N D _____ trading as _____
(hereinafter called "the Licensee") of the other part.

WHEREAS the Council has agreed to grant a permit to the Licensee to operate a retail display in Kaikoura on the following terms and conditions:

NOW THEREFORE the Council and the Licensee mutually declare and agree as follows:

4. Interpretation

In this Licence:

(k) Where obligations bind more than one person those obligations shall bind those persons jointly and severally;

(l) Words importing the singular number include the plural, words importing the masculine gender shall include the feminine and neuter, and vice versa;

(m) A “person” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of state, government department or municipal authority in each case whether or not having separate legal personality;

(n) Any schedules to this Licence shall have the same effect as if set out in the body of this Licence;

(o) Clause headings are inserted for reference only and shall not affect the interpretation of this Licence;

(p) Reference to any statute refer also to any regulation, by-law, order and notice made under or pursuant to the statute and;

(i) references to statutes and regulations refer also to statutes and regulations amending, consolidating or re-enacting those referred to;

and

(iv) expressions defined or explained in any statute shall bear those meanings in this Licence; and

(q) “Persons under the Licensee’s control” includes all employees, agents, contractors, suppliers, customers and other invitees of the Licensee.

(r) "Licensed area" means the land specified in the Schedule to this licence.

(s) "Chief Executive Officer" means the officer of the Licensor for the time being holding that position or such other officer of the Licensor designated by the Licensor in his place.

5. General

(a) Site

The Licensee shall generally have the right to occupy the portion of the public footpath in _____ as shown on the attached plan, such portion to be limited to _____ square metres. The area occupied by the display must not protrude more than 600mm on the footpath from the shop frontage and be no longer than 1500mm in length, with a height of between 900-1100mm. There must be a minimum of 2 metres clear space for use as footpath.

The Council may vary the position of the site during the term of the permit for the purpose of planning or any other public requirement of the Council and offer an alternative suitable site for occupation by the Licensee, except that any site must be on the footpath adjacent to the shop front only except with the permission of the Council.

(b) Description of Licence

The Licensee shall have the right to sell goods as detailed in Schedule 1 from a retail display approved by the Council subject to such conditions as are imposed by the Council and set out in this document.

(c) Days of Operation

The Licensee may operate daily subject however to the provisions of any statute or regulation and subject to the right of the Council on giving seven days' notice to require the site for all or part of a day for Council purposes.

(d) Hours of Operation

(i) The site may be occupied at such reasonable times each day as may be warranted by public patronage of the retail display.

(ii) The retail display is to be removed from the site each day not later than ____ pm, except where approved by the Council for a stay of longer duration.

(e) Permitted Use

The Licensee shall use the site for the operation of a retail display and the purpose specified in Schedule 1 of this licence. No other use of the site is permitted as of right.

6. Obligations of the Licensee

The Licensee shall:

(a) Operate and maintain at their own cost such retail display to properly operate the rights hereby granted and such retail display shall at all times be in conformity with the Council's requirements.

(b) Any stained or damaged paving must be cleaned or replaced at no cost to the Council.

(c) Where the retail display is established on the footpath adjacent to the shop front at an intersection, the licensee shall ensure that there are no walls, partitions, signs, other fixtures or goods in the airspace between 1.2m and 1.8m above the footpath.

(d) The licensee shall not display or place any signs, placards, posters or advertising material within the licensed area apart from those fixed permanently to the display, promoting the retail display.

(e) The Licensee shall not make any structural or physical alterations to the site without the approval of Council.

(f) No storage or display of goods or personal belongings is permitted outside the licensed area.

(g) The Licensee and persons under the licensee's control must act in a courteous manner, maintain a tidy appearance, be competent to carry out the use permitted by this license, and do nothing to prejudice the good name and reputation of the District of Kaikoura.

Litter and Rubbish

(h) The Licensee shall remove from a ten-meter radius of the site each day during and at the end of the occupation of the site, all litter and rubbish, and shall removed from the site. Council's street litter bins must not be used for this purpose. Excessive smoke, noise, fumes, objectionable smells and dust should not emanate from the site.

Licence Operation

(i) The Licensee shall abide with the licence conditions and shall keep the site and retail display in a safe, clean, well presented condition and at all times to the satisfaction of the Council.

(j) The Licensee shall be competent and qualified to supervise the operation of the Licence and the care of the site. The Licensee shall forthwith remove from the site any employee or associate whose conduct the Council feels is prejudicial to the efficient operation of the business or the good name or reputation attaching to the town.

(k) Failure to comply with Council's policies, regulatory requirements and Health and Safety Policy, including payment of fee for food premises licence, traffic infringement etc. will result in immediate cancellation of this licence with no compensation.

Costs Borne by Licensee

(l) In addition to any fees and payments otherwise provided for herein, the Licensee shall bear at their own expense all costs of and incidental to the preparation and stamping of the Licence and shall pay for and obtain all permits and licences required by authority or law in connection with the operation of the Licence.

7. Term of the Licence

The term of the Licence shall be for a term of year(s) commencing on the ___ _____and finishing on the _____. There is no automatic right of renewal. The licensee may apply for a renewal one month prior to the expiry of this licence.

8. Site Fees

(a) The site fees payable by the Licensee to the Council shall be $10 per m^2 per week, plus GST, and shall be payable annually on invoice at the beginning of each licence year.

(b) The site fees shall be accepted by the Council as including the permit fee to occupy the site described in Clause 1(a) hereof. Site fees will be reviewed on an annual basis by the Chief Executive Officer.

9. Default

In case of the death or bankruptcy or insolvency of the Licensee or in the case of their entering into an arrangement or composition with their creditors or being a company suffer any receiver or liquidator to be appointed or in the case they shall endeavour to or shall assign, sublet or part with the possession of the site and retail display or any part of them or the Licence hereby granted or in the event of the Licensee doing or permitting to be done on the said site and retail display any act or thing which shall cause or be the means of causing any Licence duly required, to be imperilled, endorsed

or revoked, then in all, either or any of the said cases, it shall be lawful for the Council to re-enter on the said site and retail display forthwith or to revoke the said Licence and thereupon this Licence shall cease and determine, except as to the remedies of either party in respect of any previous breach thereof.

10. Cancellation or Termination of Licence

This Licence shall be cancelled by the Council if the Licensee fails to comply with any of the conditions hereof or fails to maintain payment of the rent in the manner described herein. Any default in the payment of the agreed rent for a period longer than 14 days after the due date will result in cancellation of the Licence. Should the Council be of the opinion that the service being rendered by the Licensee is unsatisfactory in any respect, or that the management, control, efficiency, or conduct of the Licensee is unsatisfactory in any respect, and after having given the Licensee seven days' notice in writing requiring the Licensee within such time to remedy such default, and such default not having been remedied, the Council may forthwith terminate this Licence. The licensee may cancel this licence upon giving one month written notice to Council to do so.

11. No Assignment

The Licensee shall not transfer or sublet or share the Licence herein granted or any part thereof, except with the prior written approval of the Chief Executive Officer. Subletting or sharing will not allow more than one retail display on any one site at any one time.

12. Inspection of Site and Retail display

The Licensee shall permit authorised officers of the Council at all reasonable times to inspect the site and retail display used by the Licensee for the purpose of examining the condition of such site and retail display as to maintenance, general condition and management. A site plan shall be available at all times for inspection.

13. Council Property

Council property such as bollards, chains, seats, trees, plant protector frames and the like are not to be used by the Licensee for any purpose, including business and personal uses.

14. Use of Site by the Council

If Council decides that the licence will not be renewed, it will endeavour to give three months prior warning to the licensee. The Council may vary the position of the site either temporarily or permanently, or offer an alternative site, for the purposes of Public Works, street or footpath or services repair or realignment, or a relevant planning requirement.

15. Goods and Services Tax

The Licensee will pay to the Council all Goods and Services Tax in respect of all goods and services provided by the Council or its agents pursuant to the terms of this Licence and without limiting the generality thereof shall pay all Goods and Services Tax assessable on the site fees payable from time to time in the same manner as provided herein for the payment of the site fees on which tax is assessed.

16. Insurance

The Licensee shall take out a public liability insurance cover of a minimum of $1,000,000 and shall indemnify the Council against any claims, demands, suits or actions made upon the Council arising out of the operation by the Licensee of the retail display, and shall forward evidence to the Council that this has been complied with.

17. Holding Over

If the Licensee shall hold over and remain in occupation after the expiration of the term of this Licence or any renewal thereof without any further written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of the Licence but only to create a Licence to occupy from month to month which may be terminated at any time by the Council.

18. Disputes

In the event of any dispute arising, the parties shall, without prejudice to any other right, immediately explore in good faith whether the dispute can be resolved by agreement between them, using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal, or any other alternative dispute resolution technique, and shall only refer the dispute to arbitration pursuant to the Arbitration Act, 1996 if the informal dispute resolution process does not resolve the dispute.

19. Deed Constitutes a Permit

The terms and provisions of this Deed constitute the terms and provisions of a permit.

SIGNED by)
)
) .....

In the presence of:

..... Name

..... Address

..... Occupation

SIGNED on behalf of)

KAIKOURA DISTRICT COUNCIL)
)

.....
Chief Executive Officer

In the presence of:

..... Name

..... Address

..... Occupation

SCHEDULE 1

PRODUCTS SOLD

Products sold from the retail display limited to:

KAIKŌURA
DISTRICT COUNCIL

Busking Agreement

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Nature of busking:

_____

Registration number of vehicle to be used: _____

Conditions of busking:

No person shall while performing as a busker in any public places;

a) Occupy any footpath adjacent to any retail or other commercial premises without the consent of the owner or manager of such premises;
b) Obstruct or impede the free movement of pedestrians along the footpath, or way through a public place;
c) Allow the audience to obstruct or impede the free movement of pedestrians along the footpath, or way through a public place;
d) Use language or behaviour which is abusive, insulting, threatening or offensive;
e) Undertake or perform a busking activity which generates any noise which in the opinion of any Officer interferes with the peace, comfort and/or convenience of any person or persons;
f) Continue to occupy any place or site on a footpath or in any public place for longer than 2 hours, or after being requested by an Officer to move to another place or site.
g) All waste and litter is to be removed from any site of operation.

I have read and understood the terms of conditions for a Buskers Licence and agree to adhere to the conditions imposed. Failure to do so will result in my licence being revoked.

Council also reserves the right to revoke a busking agreement at any time, for any reason, or to decline issue

Date: _____

Applicant's signature: _____

Occasional Occupancy (of Licence to Occupy sites) Licence

Name: _____

Address: _____

_____

_____

Phone: _____ Email: _____

Description of activity to be undertaken :

_____

Sites to be occupied and dates of occupation (occupancy dates not to be more than 28 days after date of application)

_____

_____

_____

_____

_____

_____

Total number of days of site occupancy: _____

Registration number of vehicle to be used: _____

Conditions Occasional Occupancy (of Licence to Occupy Sites)

1. The Occasional Occupancy licence must be carried at all times.
2. The Licence allows a mobile stall to trade from the specific sites from dawn to dusk during the days stated on the licence.
3. All vehicles used as a mobile stall or transport a mobile shop must be registered and have a current warrant of fitness.
4. Licences will only be granted for specified days and sites and will be granted up to a month in advance of those days.
5. There is no guarantee that any particular site will be available at the time that application for the licence is made.
6. Alcohol sales are prohibited.
7. The name of the trader should be clearly marked on the outside of the mobile shop.
8. All waste and litter is to be removed from any site of operation.

I have read and understood the terms of conditions for an Occasional Occupancy licence and agree to adhere to the conditions imposed if my licence application is approved. Failure to do so will result in my licence being revoked.

Date: _____

Applicant's signature: _____

Office use only:

Receipt No: _____ Application: Approved / Declined

Authorised Officer: _____