



Blackall-Tambo **Regional Council**

BLACKALL-TAMBO REGIONAL COUNCIL AGREEMENT

Blackall Saleyards Tour Operator

2021-2023

**BLACKALL-TAMBO REGIONAL COUNCIL
AGREEMENT
Blackall Saleyards Tour Operator**

PART 1 - INTERPRETATION

1.1 Definitions

The following expressions bear the meaning shown opposite:

Act	Means the Local Government Act 2009
Agreement	This document and the clauses contained therein.
Authorised Person	Means a person authorised by the Local Government to exercise the powers of an authorised person. The Chief Executive Officer is an authorised person for the purpose of this agreement.
Chief Executive Officer	Means the Chief Executive Officer of the Blackall-Tambo Regional Council.
Saleyards Manager	Means the Council appointed managers of the Blackall Saleyards.
The Council	To the singular includes the plural and vice versa; To a gender includes each other gender; To a person includes a corporation and vice versa.
The Council	Means the Blackall-Tambo Regional Council having its office at 6 Coronation Drive, Blackall which expression wherever herein used shall be deemed to mean with its successors.
The Tour Operator	Means _____ which expression wherever herein used shall be deemed to mean and include the Tour Operator, their Executors and Administrators (unless the context indicated a different meaning).

1.2 General Provisions

Unless the context otherwise requires or a contrary intention appears, this Agreement shall be interpreted by reference to the definitions of Part 1.

PART 2: APPOINTMENT OF OPERATOR

2.1 Appointment

The Council will allow the Operator to conduct tours at the Blackall Saleyards in accordance with the terms and conditions in this agreement.

2.2 Ownership

The parties agree that the Council owns the Blackall Saleyards.

2.3 Record of Agreement

The parties record their agreement in this document.

2.4 Authorised Person

The Saleyards Manager will be the Authorised Person.

PART 3: DURATION OF AGREEMENT

3.1 Term of Agreement

The term of this Agreement will commence on the _____ 2021 and cease on the _____ 2023.

PART 4: REMUNERATION

4.1 Remuneration

- 4.1.1 The Council is not responsible for payment of any remuneration or retainer to the Tour Operator.
- 4.1.2 Council shall not be responsible to 'make up', to the Tour Operator, any loss of revenue which may be occasioned by way of weather conditions, flood or natural disaster, cancellation or reduction of cattle sales or any other matter as deemed appropriate by Council.

4.2 Fees

- 4.2.1 The Tour Operator shall retain the booking fees for tours.
- 4.2.2 Any change in booking fees must have prior approval from the Chief Executive Officer and Saleyards Manager.

4.3 Canteen

- 4.3.1 The Tour Operator is not permitted to compete with the operator of the Blackall Saleyards Canteen.
- 4.3.2 Any catering is to be purchased from the Blackall Saleyards Canteen and payment of catering is the responsibility of the Tour Operator.
- 4.3.3 Any agreement for catering between the Tour Operator and Canteen Operator is solely between those two parties.

PART 5: OPERATION OF TOURS

5.1 Public Use

Subject to any specific provision of this Agreement to the contrary, the Tour Operator shall:

- 5.1.1 Monitor the behaviour of the tour group and ensure all customers remain compliant with rules.

- 5.1.2 Ensure that the tour does not affect the running of the sales, either physically or verbally. (e.g. animal activists.)
- 5.1.3 The tour must only move through areas approved by the Saleyards Manager.
- 5.1.4 Follow all safety guidelines and ensure that guests remain within the designated areas.
- 5.1.5 Ensure all visitors adhere to the COVID-19 requirements including use of the 'Check In' App.

5.2 Tour Times

- 5.2.1 The scheduling of any private or public tours of the Saleyards must be conducted in consultation with the Saleyards Manager.

5.3 Insurance

- 5.3.1 The Tour Operator must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 or, in any other case, to the satisfaction of Council, naming the Tour Operator as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect thereof under this contract subject to the terms and conditions of the insurance policy.

Such policy must: -

- Be for an amount of not less than Twenty Million Dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amount as the Council may reasonably require from time to time; and
 - Be effected on "claims occurring" basis so that any claim made by the Tour Operator under the policy after the expiration period of the policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
 - Be maintained at all times during the currency of this agreement, and, upon receipt of any Notice of Cancellation, the Tour Operator must immediately effect another public liability insurance policy in accordance with the terms and conditions of this agreement.
- 5.3.2 In the event that the Tour Operator should engage employees during the terms of this agreement, the Tour Operator will effect and keep current during the term hereof their own Workers Compensation Insurance Policy.
 - 5.3.3 The Tour Operator shall indemnify the Council against all losses, damages and expenses which it may sustain, expend or be put to by reason or on account of any neglect or misconduct by the Tour Operator or of any misperformance on the part of any of the agreements and stipulations herein contained.

PART 6: HEALTH AND SAFETY

6.1 Accidents/Incidents

The Tour Operator shall:

- 6.1.1 Forthwith notify the Council and the Saleyards Manager by telephone or otherwise by the quickest medium of any accident or misadventure occurring on or at the Blackall Saleyards.

- 6.1.2 Notify incidents/accidents in the required format on the form provided within 24 hours of such incident/accident.
- 6.1.3 Complete an incident form for any incident occurrence within one (1) hour of the occurrence of any such incident.

6.2 Nuisance

The Tour Operator shall:

- 6.2.1 Not do or permit anything to be done on the premises of the Blackall Saleyards or bring or keep anything therein or within or about the same which shall conflict with any law of the Commonwealth of Australia or the State of Queensland, or of the by-laws or regulations relating to fires or conflict with any of the laws, by-laws, rules or local laws in force affecting the Blackall Tambo Region or with "Public Health Act 2005" or any statutory modification thereof for the time being in force or the regulations thereunder respectively.
- 6.2.2 Not do, cause, permit or suffer upon the premises of the Blackall Saleyards anything or anybody which may be or become a nuisance or annoyance or cause damage to the Council or the Saleyard Managers.

6.3 Health and Safety/Customer Service

The Tour Operator shall:

- 6.3.1 At all times, whilst conducting tours ensure that adequate staff are available to supervise the tours in the general interests of the safety of all persons at the Saleyards.
- 6.3.2 Ensure that all children are in the care of a responsible person over the age of eighteen (18) years.
- 6.3.3 Undertake a workplace health and safety induction with Council's Systems Coordinator before commencing duties.
- 6.3.4 Promote and maintain a positive organisational image and good community relations, including Facebook, Twitter and any other forms of public communications including Emails.
- 6.3.5 Provide quality customer service to both internal and external customers according to guidelines stipulated within BTRC Code of Conduct Policy.
- 6.3.6 Any commentary given must not be of a political or derogatory nature.
- 6.3.7 Any facts stated must be approved by the Chief Executive Officer or Saleyards Manager.
- 6.3.8 Ensure all tasks are carried out in accordance with Council policies as adopted and amended from time to time.
- 6.3.9 No intoxicating beverages are to be sold or consumed at the Blackall Saleyards.
- 6.3.10 Blackall-Tambo Regional Council's Drug and Alcohol Policy applies to the Tour Operator during hours of operation of the tours, including all contractors and delegated employees of the Tour Operator.

PART 7: BREACH

7.1 Breach

- 7.1.1 Subject to the next succeeding Clause the Council may give notice to the Tour Operator to remedy any breach of this agreement and such notice shall not be deemed to be a waiver of such breach unless the breach is remedied within the time stated in such notice.
- 7.1.2 In the event of the Tour Operator failing to observe, perform, fulfill or keep any of the covenants, agreement, conditions, restrictions or provisos on the Tour Operator's part herein contained and of which the Tour Operator shall have been given notice, the Council may at its option and without prejudice to any rights, remedies and powers which it may have, perform or cause to be performed such covenants, agreements, conditions, restrictions or provisos and all costs, charges and expenses of so doing shall be recoverable by the Council from the Tour Operator and be payable by the Tour Operator to the Council upon demand.
- 7.1.3 The Council reserves the right to cancel the agreement at any time if in the opinion of the Council the Tour Operator is not conducting the tours in a courteous, responsible or satisfactory manner.

7.2 General Provisions

- 7.2.1 If, for any reason, the Tour Operator is unable to continue to act in that capacity, a period of notice, of at least 30 days must be given to the Council.
- 7.2.2 Such notice must be in writing.
- 7.2.3 The Tour Operator shall be SUBJECT TO the directions of an authorised person.

PART 8: SIGNATORIES

8.1 Agreement for lease made this _____ BETWEEN the **BLACKALL-TAMBO REGIONAL COUNCIL**, a duly constituted Local Government having its Office at 6 Coronation Drive, Blackall in the State of Queensland ("The Council") of the one part and **SHANE AND LINDA UPRICHARD** ("The Lessees") mutually agree to the contents of this Agreement:

Signed this day _____ of _____ 2021 for and on behalf of the Blackall-Tambo Regional Council:

CHIEF EXECUTIVE OFFICER

In the presence of:

WITNESS (Signature)

WITNESS (Print Name)

LESSEE –
(Signature)

LESSEE – (Print Name)

In the presence of:

WITNESS (Signature)

WITNESS (Print Name)

LESSEE –
(Signature)

LESSEE – (Print Name)

In the presence of:

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