

Expression of Interest



EOI – E00012

Operator for the Windsor Mall Markets

For all enquiries regarding this Expression of Interest, please contact:

Linda Hewitt on (02) 4560 4482 or lhewitt@hawkesbury.nsw.gov.au.

Council invites you to submit an offer to lease for the property described in this Expression of Interest (EOI). Acceptance of any offer is subject to resolution by Council.

Offer responses in accordance with this document and complete in all respects must be submitted electronically with the Expression of Interest No, Title and Closing Date clearly marked on the subject and received by Council on or prior to 3pm AEST on 16 June 2025 at the following email address:
council@hawkesbury.nsw.gov.au

Note: Any Offer responses received after the closing time will not be considered.



Terms and Conditions

These terms and conditions are to be read together with the applicable, policy guidelines and/or requirements specification incorporated by reference or as published on council's website from time to time www.hawkesbury.nsw.gov.au

Companies making an offer, agree to be bound by and accept these terms and conditions.

1. **Other Documents.** These terms and conditions may not be altered, supplemented, or amended by the use of another document unless agreed in writing by the Council. Council may change these terms and conditions as they relate to future documents at any time without prior notice.
2. **Governing Law, Place of Sale and Taxes.** These terms and conditions and all related transactions will be governed by and construed in accordance with the laws of New South Wales and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the State. The place of sale for all Goods/Services supplied under these terms and conditions is Australia. Goods and Services Tax (GST) is to be shown clearly on future invoices.
3. **Payment Terms.** Unless otherwise approved in writing by Council, payment shall be made in Australian dollars, by either cheque or BPay as nominated on a tax invoice issued by Hawkesbury City Council within 14 business days after submission of a valid payment claim.
4. **Warranties.** Proposed Lessee warrants that:
 - a) all data and information provided in connection with the offer will be true and accurate
 - b) all goods will conform to insurance requirements as applicable, Government Work, Health and Safety regulations and Australian Standards, including those administered by Work Cover NSW and the Environmental Protection Authority
 - c) they will comply with and ensure that its employees, sub-contractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, Australian Standards and Work Health and Safety standards and procedures of Council as may be in effect from time to time and which are in any way applicable to an order or the performance of services under a purchase order
 - d) the sale or use of all goods does not infringe upon any patent, registered design, trade mark or copyright or other intellectual property and the proposed Lessee and its agents holds Council and its agents harmless against any infringement of an intellectual property, and agrees to indemnify Council against all costs and damages incurred in any action arising from such infringement.
5. **Insurances.** The proposed Lessee must hold and maintain the following liability policies of insurance for the term of the contract, or such other period as may be specifically required:
 - a) Public Liability Insurance for at least \$20 million in respect of each claim
 - b) Workers Compensation Insurance in accordance with the applicable legislation for the proposed Lessee employees
 - c) any other type of policy of insurance the proposed Lessee would reasonably be expected to hold by a prudent operator of a similar business as that of the proposed Lessee.
6. **Entire Agreement.** The proposed Lessee agrees that these terms and conditions and any document incorporated by reference or referred to herein constitute the entire agreement between the proposed Lessee and Council pertaining to the subject matter of these terms and conditions, and supersedes, terminates and otherwise renders null and void any and all prior agreements, understandings, negotiations, contracts, proposals or requests for proposals, whether written or oral, between proposed Lessee and Council except as stated in Clause 1.



7. **Severability.** If the whole or any part of these terms and conditions is void, unenforceable or unlawful, that part is severed and the remainder of these terms and conditions has full force and effect.
8. **Headings.** The headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.
9. **Force Majeure.** Council shall not be liable for any delay or failure in performance caused by circumstances beyond its direct control.
10. **Confidentiality.** The proposed Lessee must not at any time, including at any time after completion of this contract, disclose to any person, firm or corporation, details of this contract, order, transaction, or any other information arising from this order without the written permission of Council except in the circumstance covered in Clause 11.
11. **Costs and expenses.** Proponents will be responsible for all costs associated with making and submitting their proposal in response to this EOI.
12. **Agency.** If proponents are responding through agents, then they must note that they are acting for an agent and provide a written authority to act.
13. **Canvassing.** The proponent, its employees and consultants, must not approach, or request any other person to approach, any member, employee, officer or consultant of Council to seek to influence the outcome of this EOI. All questions relating to the EOI will be directed to Council's nominated representative on the cover of this EOI.
14. **The Government Information (Public Access) Act 2009 (GIPA)** provides obligations on private sector bodies entering into a contract with the Council to provide an immediate right of access to information. Contractors may, to the extent required by that Act, be subject to disclosure. Any failure by the Contractor to comply with any request pursuant to the Act will be considered a breach of an essential term and will allow the Agency to terminate the Contract by providing notice in writing of its intention to do so with the termination to take effect seven days after receipt of the notice. Once the Contractor receives the notice, if it fails to remedy the breach within the seven day period to the satisfaction of the Agency, then the termination will take effect seven days after receipt of the notice.
15. The offer will be valid for a minimum period of three months from the Closing Date.



Introduction

Hawkesbury City Council ("Council") owns Windsor Mall, the paved road reserve is closed to public vehicle access and is known as the part of George Street located between Baker and Fitzgerald Street, Windsor. Windsor Mall provides a public space for residents and visitors with various street furniture and the water wheel located within.

Premises adjoining Windsor Mall can obtain an annual permit to use an area out front their shops for outdoor dining or footpath trading.

Council is undertaking works in Windsor Mall to revitalise the area, it is anticipated these works have commenced and are anticipated to be completed in June/July 2025.

Markets currently operate in Windsor Mall on Sundays, however they relocated to Howe Park during revitalisation works. It is proposed that the market operator will commence after the revitalisation works are completed.

The market operator will also be responsible for organising music entertainment/buskers in the Mall for the duration of the markets.

Council is seeking offers from suitably experienced market operators to regularly run the Markets in Windsor Mall on Sundays, which will help promote economic development in the Hawkesbury area. The successful proponent will be required to enter into a licence agreement.

Licence Term and Conditions

The Licence agreement between Council and the Licensee includes the following key terms and conditions:

Licensed Area:	Windsor Mall excluding the parts identified in attachment 1 to the Expression of Interest, excluding Outdoor Dining and Foot Path Trading permit areas as approved over time and the emergency vehicle access path.
Permitted Days and Hours of Operation:	9am to 3pm every Sunday. Any additional hours or days will need to be agreed upon and approved by Council.
Licensee Fee:	Proposed License rental fee to Council. (This forms part of the Proponent's Proposal).
Licence Term:	Five years
Insurance:	Minimum \$20 million Public Liability Insurance
Annual Rental:	To be negotiated (this should form part of your submission/offer to Council).

Expression of Interest Process and Methodology

EOI offers will be assessed by suitably qualified staff. To assist Council with the evaluation process, proposed Lessees may be requested to clarify information provided in the offer or to provide additional information.

In exercising its discretion in selecting a preferred Lessee, Council will, among other things, give consideration to securing a market operator who will:



- Support the local economy and community;
- Demonstrate sound business operations;
- Be financially reliable and responsible and have experience operating markets; and
- Be aligned with the Council Plan and will enhance the overall experience of visitors to the Hawkesbury area.

Council may also, in its sole discretion, decide to:

- Reject proposals considered to be incomplete or not providing sufficient information;
- Decline to select a Licensee;
- Terminate negotiations with a preferred Licensee;
- Commence negotiations with any other person or entity who submitted an offer under this EOI process.

All proponents will receive a written response advising of the outcome of their EOI submission.

The timeframe for the EOI process is:

Expression of interest advertising	19 May 2025
Closing date for expressions of interest	16 June 2025
Assessment of proposals received	18 June 2025
Report the proposed lease to Council	22 July 2025
Issuing of draft Licence Agreement and execution	August 2025

Preparation of Proposal

Each Proposal must include the following:

- I. Alignment with the Council's Policies and adding to the visitor experience:
 - a. A Market Proposal outlining how the proponent will observe Council's Windsor Mall Policy, Markets Policy and the Guide to Setting Up a Market on Council Land. <https://www.hawkesbury.nsw.gov.au/for-business/approvals-permits-and-regulations/markets>
 - b. A Marketing Plan showing how the proponent will operate and advertise the market, enhance the experience for visitors to the Hawkesbury Area and increase patronage to the market.
 - c. A Market Impact Assessment and Report (as per the Guide to Setting up a Market on Council Land).
- II. Proponent's financial capacity and experience:
 - a. Details of the proponent's experience in operating a market or similar public events;
 - b. Evidence of the proponent's financial capacity to meet the obligations under the licence, including provision of the proponent's balance sheet and any other relevant financial statements;
 - c. Proof of Public Liability Policy of Insurance in the name of the proponent; and
 - d. Relevant proof of the proponent's current registration with NSW Fair Trading, such as organisation extract or business registration.



III. Financial return to Council, details required:

- a. Annual licence rental fee payable to Council;
- b. Annual percentage reviews or CPI; and
- c. Proposed operating hours.
- d. Proposed fee for one off markets outside of the Sunday Markets, for example markets sought to be run on long weekends or in conjunction with other events in the Windsor Mall. These markets must be separately approved by Council and will be assessed upon the relevant Application form being submitted to Council.

IV. Statement setting out how the proposal will support the local economy and community including:

- a. Market practices such as sustainability practices, ethically sourced products and interaction with the community;
- b. Proposed market stall holder fees;
- c. Proposed music entertainment selection method;
- d. Use or support of local businesses; and
- e. Support to community organisations within the Hawkesbury Area.

Documentation Required for the Offer

As part of your offer please provide:

- Responses to the 'Preparation of Proposal' section of this EOI
- Details of at least two referees
- Complete the expression of interest form in attachment 2

Procedure for lodgement

All proposals must be lodged by 3pm on 16 June 2025 via one of the following methods:

- Emailed to council@hawkebsury.nsw.gov.au
- Placed in Council's tender box located in the Customer Service Centre at Council's Administration Building, 366 George Street, Windsor.

All proposals should be marked with the subject 'EOI – E00012-Windsor Mall Sunday Markets'.

No postal deliveries or facsimiles will be accepted. Late or misplaced submissions will not be accepted.



Attachment 1 - Plan

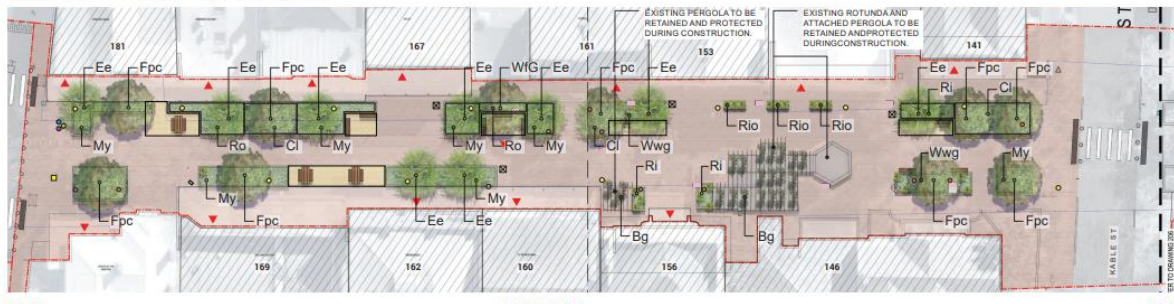
The hatched area on the plans below show the emergency services access path that must remain clear in the Windsor Mall. The Market Operator may place stalls outside of the hatched area, but not where adjoining businesses have approved Outdoor Dining and Footpath Trading Permit areas.

Fitzgerald Street to Kable Street

HAWKESBURY TOWN CENTRES

WINDSOR MALL - STAGE 2

CONCEPT PLAN - WEST SIDE

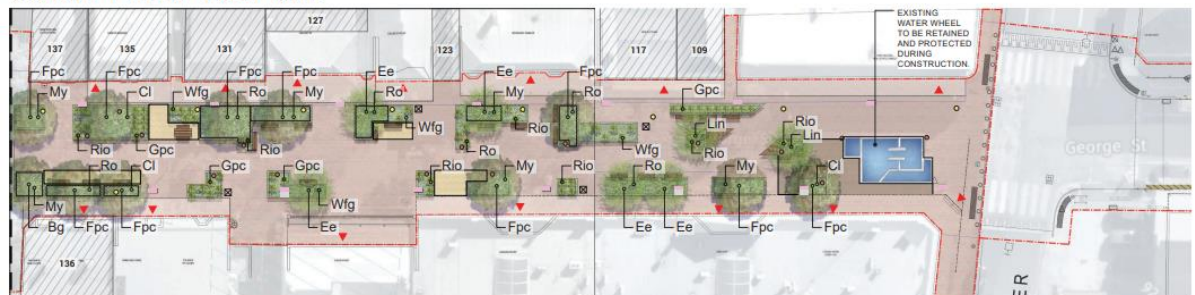


Kable Street to Baker Street

HAWKESBURY TOWN CENTRES

WINDSOR MALL - STAGE 2

CONCEPT PLAN - EAST SIDE





Attachment 2 – Expression of Interest Form

Company name: _____

Address: _____

ABN/ACN: _____

Contact email: _____ Phone: _____

In response to the Expression of Interest - Windsor Mall Markets, we agree that we are bound by, and will comply with the EOI and its associated documents with the conditions contained in this EOI as signed and completed.

Dated this the _____ day of _____ 2022

Signature of authorised signatory of respondent: _____

Name of signatory: _____

Position: _____

Address: _____

Witness signature: _____

Name of witness: _____

Position: _____

Address: _____