

Terms and Conditions

<https://www.mareebamarkets.org.au/terms-and-conditions/>



St Thomas's P&F Association
63 Constance Street Mareeba 4880

Phone 07 40921570

Mareeba Markets Terms and Conditions

Last revised: 1st of July 2017

1. **No vehicles are to be driven on the market grounds between the hours of 7.30-12.30pm. This has important safety and insurance issues. Failure to comply with this may result in cancellation of permanent sites or refusal for future casual applicants.**
2. The St Thomas's P & F Committee will not be held responsible for third party property damage or personal injury claims resulting from the stallholders' activities.
3. Stallholders must carry their own public and products liability insurance.
4. If a market has been officially cancelled through the below mentioned media and a stallholder proceeds to set up a stall on a cancelled market day they are liable for all damages to public and park property. It is the sole responsibility of the stall holder to check whether or not a market is cancelled using the following media contacts: a. phone, b. Website – mareebamarkets.org.au, c. Local radio – 4AM, Hot FM, ABC, d. Market Facebook page. Stallholders will be held responsible to the Mareeba Shire Council for property damage or claims as a result of entering Centenary Park for the purpose of conducting trade when the market has been cancelled.
5. *Aggression at any time towards volunteers, other stallholders, a member of the public or the coordinator is not tolerated and will result in immediate site forfeit and cancellation of stall, forfeiting permanency or casual status and refusal for re-entry to subsequent markets. Inappropriate or offensive behaviour will not be tolerated. All concerns must be addressed in writing to the St Thomas's P & F Committee, 63 Constance St, Mareeba, 4880.*
6. Volunteer money collectors will call on stallholders during the morning between the hours of 7.00-11.00am (times may vary). Stallholders must have the correct site fee available during that time. There will be no consideration given for a lack of sales and telling collectors to come back may result in future refusal of a stall at upcoming markets.
7. The market committee is entitled to make enquiries as to the nature of the goods to be sold and will determine whether or not they are appropriate for the character of the Market. The market committee uses a number of criteria to determine if goods are appropriate for the market, including appropriateness of product, uniqueness, homemade products, and quantity of that particular item already at the market. It is at the committee's discretion as to whether goods comply. Stallholders must **ONLY** sell the products that they 1st registered to sell. Add any further products at any time must be approved. Written approval must

be given by the P & F committee prior to any change to your product listing. Failure to comply may result in cancellation of your site.

8. *Permanent stallholders not attending a market MUST cancel their site no later than 4pm Wednesday prior to that market. Sites are allocated to casuals from the Thursday prior to the market, so earlier cancellation is preferred. **If not cancelled by Wednesday 4pm for two consecutive markets or 3 markets in any 12 month period, that site will be forfeited and the stallholders will again become a casual** . Illness or emergency will be the only exceptions to the rule and at the discretion of the committee.*
9. Permanent stallholders not attending for more than 4 consecutive markets, with or without informing the coordinator, will forfeit their site, unless there is an illness or emergency reason. This decision will be at the discretion of the committee.
10. Overnight camping on the market grounds is strictly prohibited. The Mareeba Shire Council may impose on the spot fines to offenders.
11. Stallholders (particularly those near the Motel) are required to dim their lights and not make undue noise when setting up for the market. Violation of noise provisions will risk fine under the Mareeba Shire Council's Noise Abatement Act.
12. Permanent or casually booked sites not occupied by 7am will be reallocated to waiting traders.
13. **Stallholders are required to keep their goods within their allocated areas. Sandwich boards or display structures must not be placed in the walkways. Spruiking and touting are not permitted. At times the committee may request stallholders to move stalls to accommodate new layouts and changing conditions of the markets. Failure to comply with requests may result in cancellation of sites.**
14. All stallholders selling food must hold a current food license from their city/shire council, as well as the relevant Food Safety Supervisor details. The Mareeba Shire Council Health inspector may conduct spot inspections on market day.
15. Busking is permitted. Buskers must report to the Coordinator before setting up. No amplified music or bagpipes allowed. Buskers must move on at 15minute intervals, unless otherwise agreed. An adult must accompany buskers under the age of 14. Buskers must not obstruct stalls or walkways.
16. Approval for Stall Holder's positioning and permanent site holding is at the discretion of the Market committee.
17. The sale of puppies/dogs and kittens/cats is prohibited under Mareeba Shire Council by-law. This is in the line with the Council's responsible Pet Ownership laws. There will be no exceptions.
18. All dogs must be on a leash and owners are responsible for the dog's behaviour and hygiene.
19. Sites (including food vans) are not transferable between stallholders and cannot be sold, sub-let, transferred or exchanged if the business using the site has been sold. This item is subject to the committee's approval and at their discretion. All requests must be in writing to the P & F committee.
20. Trading must cease at 1.00pm and stalls dismantled by 2.00pm.
21. **Rubbish bins are for the use of the market patrons. Stallholders must take all their own rubbish with them when departing.**
22. Any electrical equipment and leads used or sold on site must comply with current tagging requirements. Electrical appliances for sale that have not been tested, must be labeled stating, "NOTE: This/These electrical item/s have not been electrically tested. Buy at your own risk."
23. Any concerns or complaints must be in writing and signed and forwarded to the following address: St Thomas's P & F Committee, 63 Constance St, Mareeba 4880. Please note the St Thomas's P & F Committee will not act on anything not submitted in writing.
24. All stallholders complete a Stallholder Registration Form annually. Casual stallholders should refer to the Casual Stallholders Procedures form.
25. The St Thomas's P & F Committee has the right to review individual tenures at their discretion.
26. The sale of laser light pens is prohibited.

27. The St Thomas's P & F Committee reserves the right to update terms and conditions at any time.

*Failure to comply with any of the above Terms and Conditions may result in permanent site forfeiture.
P & F Committee decisions are final.*

*THE ST THOMAS' CATHOLIC SCHOOL PARENTS AND FRIENDS ASSOCIATION THANK YOU FOR
YOUR COOPERATION AND SUPPORT*