



Mareeba Markets

Proudly operated by St Thomas of Villanova Catholic School P&F Association

Terms and Conditions

Effective from: January 2022

- When:** 2nd and 5th Saturdays of each month – 7:30am to 12:30pm
Where: Centenary Park, Byrnes Street, Mareeba.
Contact: Coordinator: 0419 788 2777 Email: coordinator@mareebamarkets.org.au
Postal: 63 Constance Street Mareeba, QLD 4880
Online: www.mareebamarkets.org.au Facebook/Instagram: @mareebamarkets

General

- 1.1 The St Thomas's P&F Committee reserves the right to update their terms and conditions at any time.
- 1.2 Any concerns or complaints must be in writing, and signed and forwarded to the St Thomas's P&F Committee at the above address. Please note the St Thomas's P&F Committee will not act on anything not submitted in writing.
- 1.3 All information about whether a market will go ahead as planned or has been cancelled can be found on our website or social media pages. Should St Thomas P&F Committee or Mareeba Shire Council decide to cancel a market, our voicemail message will also be updated and it will be advertised on local radio stations. It is the responsibility of the stallholder to check whether or not a market has been cancelled.

Payment/Insurance/Licences

- 2.1 Preferred payment of stall fees is online before 4pm on the Thursday leading up to a market using Flexischools. Please contact the Market Coordinator for more information on how to do this. For stallholders who have not paid online and casual stallholders who have not had their sites confirmed prior to the cut-off for online payment, volunteer money collectors will collect stall fees.
- 2.2 Volunteer money collectors will collect stall fees between 8.30-11.30am (times may vary). Stallholders must have the **correct site fee** available during that time. There are no discounted stall fees and there will be no consideration given for a lack of sales. Telling our volunteer money collectors to come back later may result in future refusal of a stall.
- 2.3 Pre-paid stall fees are non-refundable and non-transferable (both between stallholders and between markets). If having confirmed their site and paid their fee a stallholder then chooses not to attend, they forfeit the stall fee they have paid for that market. The only exception is if Mareeba Shire Council or the P&F Committee request that a market is cancelled and the market does not take place at all, then pre-paid stall fees would rollover to the following market.
- 2.4 All stallholders are **REQUIRED** to carry public and products liability insurance and a copy of a current policy must be submitted to the Market Coordinator. If stallholders do not hold their own insurance, they can opt to pay a small admin fee to be included on the Mareeba Markets policy, one admin fee for each market they attend. 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 and/or products unless the stallholder has chosen to be included on the Mareeba Markets policy.
- 2.5 All stallholders selling food must hold a current food licence from their city/shire council, as well as the relevant Food Safety Supervisor details. A copy of their licence must be submitted to the Market Coordinator. The Mareeba Shire Council Health inspector may conduct spot inspections on market day and stallholders are responsible for having their current licences available for inspection.

Allocated Sites and General Park Guidelines

- 3.1 Stallholders are required to keep their goods within their allocated areas. Sandwich boards or display structures must not be placed in the walkways. Awnings and decorations must remain inside the frontage of the line of stalls. Spruiking and touting are not permitted. Mareeba Shire Council have requested that stallholders use weights and not stakes to secure their gazebo's to reduce damage to underground irrigation pipes within Centenary Park.
- 3.2 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.
- 3.3 Approval for stallholder's positioning and permanent site holding is at the discretion of the committee. The St Thomas's P&F Committee has the right to review individual tenures at their discretion.
- 3.4 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.
- 3.5 **Rubbish bins are for the use of the market patrons only. Stallholders must take all their own rubbish with them.**
- 3.6 Overnight camping on the market grounds is strictly prohibited. The Mareeba Shire Council may impose on-the-spot fines to offenders.
- 3.7 If a market has been officially cancelled (see 1.3) and a stallholder proceeds to set up their stall, they are liable for all damages to public and park property. 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.

Attendance

- 4.1 Permanent stallholders not attending a market MUST cancel their site no later than 12 pm Wednesday prior to that market. Earlier cancellation is preferred if possible. **If not cancelled by Wednesday 12 pm for two consecutive markets or 3 markets in any 12-month period, that site will be forfeited and the stallholder will again become a casual.** Illness or emergency will be the only exceptions to the rule and at the discretion of the committee.
- 4.2 Permanent or casual pre-booked sites not occupied by 7am will be reallocated to waiting traders.
- 4.3 Trading must cease at 12.30pm and stalls dismantled and the park vacated by 2.00pm.**
- 4.4 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.
- 4.5 To retain permanent status a stallholder MUST attend at least 10 markets per year (8 if a stallholder selects to only attend on a 2nd Saturday on their Registration Form).
- 4.6 Casual stallholders wishing to gain permanent status must attend 4 markets before they can apply to go on a waiting list for a permanent site. Available sites will be offered first to permanent stallholders who wish to move and then to casual stallholders on the waiting list, in order of application and according to the goods that they will sell.
- 4.7 All stallholders both permanent and casual must complete the relevant Stallholder Registration Form annually. These are available on our website or at the Market Information Stall, located at site B32.

Vehicles

- 5.1 When driving within Centenary Park, stallholders must follow the Traffic Flow Map found either on our website or from the Information Stall, located at site B32. **Vehicles are NOT TO BE DRIVEN in the market grounds between the hours of 7.30-12.30pm.** This has important safety and insurance implications. Failure to comply with this may result in cancellation of permanent sites or refusal for future casual applications.
- 5.2 When accessing stalls without a car space, stallholders **must unload their items and remove their vehicle before setting up** any of their stall. Stallholders MUST NOT set up their gazebo's or any other equipment until after their vehicle has been removed as this causes congestion. At the end of a market stallholders must pack down their stalls completely, ready for loading before bringing their vehicles back on site. Stallholders MUST SHOW courtesy and patience at all times to those loading/unloading. Failure to comply with this may result in refusal of future applications to attend.
- 5.3 Stallholders must only park in the designated parking areas and not those areas that should be left for market-goers to access. A map to indicate these can be found on our website or at the Market Information Stall, located at site B32.

Goods/Services

- 6.1 The P&F 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 market. The committee uses a number of criteria to determine if goods are appropriate for the market, including 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 products that they first registered to sell. A request to add any further products at any time must be submitted in writing and approved by the P&F Committee prior to introducing them to a market stall. Failure to comply may result in cancellation of a market site.
- 6.2 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.
- 6.3 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."
- 6.4 Fundraising/Charity market stalls are permitted but there will be no discounted stall fees.
- 6.5 No market stalls promoting political parties are permitted.
- 6.6 Busking is permitted. Please see the separate 'Terms and Conditions' for Buskers.

Behaviour

- 7.1 **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.
- 7.2 **Stallholders will be given two chances when one of the 'Terms and Conditions' have been breached.** There will not be a time limit on this record. **A third breach will result in instant forfeiting of permanent status.** This does not include a Section 7.1 breach, which is set out above.
- 7.3 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.
- 7.4 All dogs must be kept on a short leash and owners are responsible for the dogs' behaviour and hygiene in accordance with Mareeba Shire Council guidelines.

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

THE ST THOMAS'S PARENTS AND FRIENDS ASSOCIATION, THANKS YOU FOR YOUR COOPERATION AND SUPPORT.