

Terms and Conditions

Koah Hall Sport and Recreation Club

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Koah Markets Terms and Conditions

Last revised: January 2017

1. No vehicles are allowed to drive in or out of the market area between 8:45am and 1:00pm. This is an important Safety and Insurance issue. Offenders may be refused from future attendance.
2. The Koah Sport and recreation club 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. Aggression towards volunteers, other stallholders, a member of the public or the coordinator is not acceptable and could result in site forfeit. Inappropriate or offensive behaviour will not be tolerated.
5. Volunteer Money collectors will call on stallholders during the morning, between 9.00am and 1 pm (times may vary). Stallholders must have the correct site fee available during that time. Volunteers may not carry change.
6. 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.
7. Permanent stallholders not attending a market MUST cancel their site no later than 4pm Thursday prior to that market; earlier cancellation is preferred to assist with casual fill in stalls. If not cancelled by 4pm Thursday for two months, 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 Coordinator.
8. Permanent Stallholders not attending for more than 4 consecutive months, with or with out informing the coordinator, will forfeit their site, unless there is an illness or emergency reason.
9. Koah Markets are not usually cancelled due to weather conditions, unless a cyclone warning (not watch) has been issued. Late cancellations may be accepted, considering the situation and stock requirements. Stallholders who set up must pay for their site regardless of weather or site conditions. There are no wet weather discounts and refunds will not be issued. The Koah Market Facebook Page will provide updates regarding cancellation with respects to weather events; it is stallholders responsibility to check this page for this communication.
10. Permanent or casually booked sites not occupied by 8:30 am will be reallocated to waiting traders.
11. Stallholders are required to keep their goods within their allocated areas. Promo boards or display structures must not be placed in the walkways. Spruiking and touting are not permitted
12. 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.
13. Busking is permitted. Buskers must report to the Coordinator before setting up. Buskers must move on at 15-minute intervals, unless otherwise agreed. No obstruction of accesses or walkways.
14. Approval for Stall Holder's positioning and permanent site holding is at the discretion of the Market Sub-Committee.
15. The sale of puppies/dogs and kittens/cats is prohibited under a Mareeba Shire Council By-law. This is in line with the Council's 'Responsible Pet Ownership' laws. There will be no exceptions.
16. All dogs must be on a leash and owners are responsible for the dog's behaviour and hygiene.
17. 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.
18. Trading must cease at 1.00pm and stalls dismantled by 2.00pm.
19. Rubbish bins are for the use of the market patrons. Stallholders must take their own cartons, packaging and other rubbish with them when they depart.
20. 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 labelled stating: "NOTE: This/These electrical item/s have not been electrically tested. Buy at your own risk."
21. Any concerns or complaints must be in writing and signed and forwarded to the above address, Attention: The Market Sub-Committee. Please note that the Koah Sport and Recreation Club cannot act on anything not submitted in writing.
22. All Stall Holders complete a Stallholder Registration Form annually. Casual stallholders should refer to the Casual Stallholders Procedures form and those wanting a Permanent site should lodge a Permanent Stallholder Waiting List Application Form. Should a stallholder on the Waiting List not attend for 3 months, their application will be forfeited.
23. The Koah Sports and Recreation Club has the right to review individual tenures at their discretion.
24. The sale of laser light pens is prohibited.
25. Cancellation of market events due to heavy rain events will be communicated via email and the facebook page. Permanent stall fees can not be reimbursed in the case of these events.
26. Coloured markers will stall numbers will be placed in the middle of stalls to indicate an approximate location. Areas/zones Yellow and Black have 3x3m2 area and Red zone is the size of a trestle table with standing space behind.

Failure to comply with any of the above Terms and Conditions may result in permanent site forfeiture. Market Sub-Committee decisions are final. THANK YOU FOR YOUR COOPERATION AND SUPPORT