

NEWINGTON MARKETS –

VENDOR TERMS AND CONDITIONS

1. Newington Markets (ABN 95 387 523 988) has set out in this document its standard Term and Conditions for Market Vendors, which together with the Application Form, will apply to all arrangements with Vendors (Stallholders/Traders/Owners), and constitute the '**Vendor Agreement**'.

2. Vendors must comply with the Vendor Terms and Conditions (which may be amended and updated from time to time).

3. Application Forms must be completed to apply for a site at Newington Markets. Acceptance is at the discretion of Newington Markets.

4. With the ticking of the box agreeing to the Term & Conditions on the website application form ([Pop Up Markets - Newington Marketplace](#)), Vendors confirm that they accept these Terms and Conditions.

5. Fees

5.1 The Vendor must pay the Fee on the due date set out in the Application or on the invoice issued for the Application. At the discretion of Newington Markets, the Vendor Application may be terminated if the Vendor defaults in the payment of the Fee by the dates specified in the Application or on the invoice.

5.2 Fees are charged per standard site. Vendor Fees are based on an agreed area. Fee's as of January 2026 are:

One-month, standard unpowered site: \$40.00+GST

Three consecutive months, standard unpowered site: \$90.00+GST

5.3 There are no refunds.

6. Newington Market Responsibilities

6.1 The location and allocation of sites is at the absolute discretion of Newington Markets.

6.2 Newington Markets reserves the right to move the position of any site.

6.3 Set-up details will be provided before Vendors trade at the market.

6.4 Newington Markets onsite staff will be in high viz vests and will provide guidance on setting up. Please approach them if you have any queries or need help.

6.5 Newington Markets shall use Vendor participant's photos, or other types of representations for marketing purposes.

6.6 Newington Markets is not responsible or accountable for the rejection by any required Food Permit or a temporary Food Permit after booking has been confirmed or on site after an inspection by relevant Food Control authorities as a result of the failure by a food Vendor to comply with food Control Regulations.

6.7. Newington Markets is not responsible for the sales or the lack of sales by the Vendor.

7. Vendor Responsibilities:

7.1 Vendors must only trade in their allocated space.

7.2 Particular care, courtesy and consideration are expected of Vendors while setting up and packing down.

7.3 Vendors are to provide their own gazebos (preferably white) and must stay within their 3x3m space. Weights are mandatory. NO PEGS. Vendors must bring all their own tables, table covers, chairs, gazebo and equipment.

7.4 Aisles must be kept clear and boxes stored under tables or away from sight. Presentation of sites must be of a high standard.

7.5 Free Parking will be available on the day to Vendors and customers. We ask that after setting up, Vendors please park in the spots furthest from the Market to allow easy access for customers.

7.6 No amplified music is permitted. No un-silenced generators are permitted.

7.7 No alcohol shall be sold to consume at the Newington Market.

7.8 No counterfeit goods to be sold.

7.9 Vendors must remove their own rubbish.

7.10 Vendors cannot pack up and vacate the area until the completion of the Market Day.

7.11 Tents and products can be walked out after the end of trade of the Newington Markets, however, vehicle access is restricted.

7.12 Vendors shall ensure appropriate behaviour to all visitors at our events/markets.

7.13 Vendors are to consider and adopt policies to minimise or avoid risks to themselves, their employees and other people at the Newington Markets.

7.14 Vendors are to consider Workplace Health and Safety as it applies to their business and staff and that of doing business at Newington Markets.

7.15 Vendors can only sell the range of goods agreed to with Newington Markets and must not take on other traders' goods for sale without prior approval as this may conflict with other Vendors' goods.

7.16 All Vendors selling food must comply with the requirements of the NSW Food Authority, including the *Guidelines for Food Businesses at Temporary Events*, the *Guidelines for Mobile Food Vending Vehicles*, the *Food Act 2003 (NSW)*, the *Australia New Zealand Food Standards Code*, and all applicable food safety legislation and regulations.

Vendors must also comply with all requirements of City of Parramatta Council, including any approvals, permits, registrations, inspections, or notifications required to operate a temporary food premises within the local government area.

All food vendors are responsible for ensuring they meet current local council requirements prior to trading, as requirements may vary between councils and event locations.

8. Market Exclusions

8.1 Power is not provided by Newington Markets.

8.2 Vendors need to gain pre-approval by Newington Markets to use a generator. The generator must be silent and not omit smoke or any fumes.

8.3 Gas cylinders are not permitted.

8.4 Animals are not permitted in the Market, except for registered support or assistance animals.

9. Weather Policy

9.1 All Vendors are to be adequately secured against wind and for wet weather.

9.2 All care must be taken when putting gazebos down in severe weather, particularly with high winds. If there is lightning, do not take down gazebos or walk with poles.

9.3 Vendors should consider wearing sunscreen and hat and enclosed shoes are mandatory.

9.4 The Newington Markets will only cancel due to a forecasted or actual severe weather which will be determined by reference to any applicable local council rules and regulations, and the BOM weather forecast (considering wind percentage, rain percentage and rain amount). The Newington Markets will then provide the Vendor the opportunity to roll over any agreements and money paid with respect to these Markets to secure their spot at the next available market.

9.5 The Market will go ahead regardless of weather conditions, unless deemed dangerous. No refunds will be given if the Vendor does not attend the Market on their own accord.

10. Disclaimer

Newington Markets (including staff) are not liable or responsible for any of the following circumstances:

- For any accidents or injuries to any Vendors or customers from products they buy, touch, trial or interact with whilst at the Newington Markets.
- For the actions of any food Vendor of any type at the Newington Markets that may cause sickness or injuries because of food vendors actions, errors or omissions.

11. Insurance

All Vendors should ensure they have all their own insurances should an incident arise that puts them at risk. All Vendors must have Public Liability, minimum \$10 million. A copy is to be sent through with the application form.

12. Termination:

12.1 Newington Pop Up Markets reserves the right to terminate a vendor's participation at any time, before, after or during Market Day.

12.2 Cancellation of sites affects the whole market and while we understand emergencies do occur, repeat cancellations may jeopardise your position and future application success.

13. Privacy

Vendors consent to Newington Markets using their photographs supplied by the Vendors and/or their social media images and/or photos taken at the markets.

14. Force Majeure

If the holding of the Markets is prevented, delayed or abandoned by strikes, riots, lockouts, trade disputes, acts of restraint of foreign or domestic governments, pandemic or other causes not within the control of Newington Markets, then Newington Markets may terminate the agreement and it is agreed that Newington Markets will not be held responsible for any loss of trade or profit consequent upon such cause.

Newington Markets is a registered business name owned and operated by the trustee for Karnew Property Trust, 1 Ave of the Americas, Newington NSW 2127.