Newtown Neighbourhood Centre Inc

Conditions of Trade

Newtown Community Market

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1. Introduction

Thank you for your interest in Newtown Community Market (NCM). The Market is held every Saturday at Newtown Square between 10am and 4pm. From time to time, special additional markets may be scheduled on Sundays.

It is the responsibility of all Stallholders to read these Conditions of Trade carefully. By signing the Stallholder Application Form, the Stallholder accepts all terms and conditions laid out in this document and the Stallholder Application Form. The Conditions of Trade may change from time to time. The Market Manager will provide 14 days notice of any changes and from the set date Stallholders must accept and comply with the new Conditions.

2. About the Market

NCM is organised by Newtown Neighbourhood Centre (NNC) to raise funds for the community support programs of the Centre. The Market seeks to add vibrancy to Newtown's existing retail precinct and to offer local artists and craftspeople a high profile location to promote and sell their unique creations.

Priority will be given to locally made or hand crafted products and services or local businesses. NCM is authorised for two hot food stalls under strict conditions, and it may sell pre-packaged food such as biscuits, jams and preserves. All pre-packaged food for sale must be prepared and packaged in accordance with the requirements of the Food Act and Regulations hereunder. Compliance with all statutory requirements for all items sold is the sole responsibility of the Stallholder.

Priority in the allocation of stalls is as follows:

Criteria	Priority
Residency	1. Marrickville LGA resident or Newtown business. 2. Resident of an adjacent shire: City of Sydney, Leichhardt, Ashfield, Canterbury, Rockdale, Botany Bay. 3. All other people.
Origin	1. 100% self-made. 2. 50%+ self-made. 3. Less than 50% self-made, vintage, second hand or imports.
Product	1. Art, craft or human services, eg face-painting, massage, portraits. 2. Clothing and jewellery. 3. Second hand / vintage / bric a brac. 4. Imported goods.

3. Stallholder Applications

Stall sites are allocated at the discretion of the Market Manager.

People wishing to apply for a stall at NCM must complete and sign a Stallholder Application Form. To complete this form and register for a stall, Stallholders are required to provide:

- Photo ID;
- Proof of residency, e.g. utilities bill, rates notice, etc;
- Public Liability Insurance Certificate of Currency to the value of $10M;
- Photos or product samples for verification by the Market Manager; and
- The relevant stall fee, payable on registration by EFTPOS, credit card, cheque or cash.

Stallholders are not permitted to trade at the Market unless they have completed and submitted a Stallholder Application Form which has been approved by the Market Manager.

4. Fees and Payment

- All stall fees are listed in the Stallholder Application Form.
- Stall fees will be reviewed annually.
- Stall fees are non-refundable.
- Stall fees may be rolled over to the next market only in the case of a market that has been cancelled by the Market Manager.
- Payment for a stall must be made at the time of registration. NCM accepts EFTPOS, credit card, or cash.

5. Stall Set Up / Trading Hours and Pack Down

- The Market setup will commence at 8am. To relieve congestion on-site during bump-in, there will be two bump-in times: 8am; and 8:45am.
- Stallholders will be notified by the Market Manager of their bump-in time.
- Trading hours are between 10am and 4pm, and from time to time extended hours as notified by the Market Manager.
- All stalls must be setup by 10am.
- Stallholders who miss their bump-in time or fail to occupy their allocated stall by 10 am may forfeit their stall booking. The Market Manager has the right to allocate the site to another Stallholder. The Stallholder will not be entitled to a refund of stall fees.

- Stallholders are required to continue to trade until the market closes at 4pm.

6. Stall sites and Structures

- Stall sites may vary in size according to the nature of the market but will generally be 3x3m or 2x1m.

- Applications for extra space at the Market must be made to the Market Manager at least three days before market day. It is at the Market Manager's discretion as to whether this extra space is able to be provided. An additional stall fee will be applied to the allocation of extra space provided to the Stallholder.

- Stallholders do not have the right to an ongoing future allocation or claim of a stall site in a particular location, however they may request particular locations on the Market Site.

- Stallholders must set up their stall site in the location directed by the Market Manager.

- Stallholders are required to supply all equipment necessary for their stall setup and operation.

- Stallholders must confine their site structures, displays and merchandise within their allocated site.

- Stallholders are responsible for ensuring that all equipment brought onto the market site is in a clean and tidy condition, has been manufactured and erected in a safe manner and complies with all Workplace Health and Safety regulations and other safety legislation. Safety and compliance are the sole responsibility of the Stallholder. Stallholders should refer the following Australian and New Zealand Standards to ensure their compliance:

    - *(i) AS/NZS 1170.0:2002, Structural design actions, Part 0: General principles.*
    - *(ii) AS/NZS 1170.1:2002, Structural design actions, Part 1: Permanent, imposed and other actions.*
    - *(iii) AS/NZS 1170.2:2011, Structural design actions, Part 2: Wind actions.*

- Stallholders must weight down all temporary stalls/gazebos according to best practice (15 kg weights or similar on four corners of stall). Stall structures will be checked each week for compliance prior to being permitted to commence trading. Safety and compliance are the sole responsibility of the Stallholder.

7. Products and Services

- Stallholders may only sell or promote products at the Market that have been approved by the Market Manager. To vary the Approved Products, the Stallholder must obtain written permission from the Market Manager before those products are traded at the Market.

- The Market Manager has the right to cancel a Stallholder's approval to occupy a stall at the Market if the merchandise offered for sale is substantially different from the Approved Product.

- Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods, nor items and services of an 'adult' nature. This includes items associated with the illegal use of drugs, items not in accordance with the relevant Australian Standards and other items notified by the Market Manager to a Stallholder from time to time.

- The Market Manager and NCM will not be held responsible for any loss or damage to stock, or any other damage or injury that occurs as a consequence of the Stallholder's presence at the Market.

8. Traffic Management

- Vehicles are not permitted on the Market Site, with the sole exception of the market bump-in and bump-out, when approved vehicles will be able to park for no longer than 15 minutes in the designated loading and unloading area, under the supervision of the Market Onsite Coordinator. The only other vehicles allowed onsite are emergency vehicles, ie police, fire, ambulance. Failure to comply with this requirement may result in the Stallholder immediately losing their stall and fees. This will be determined by the Market Manager.

- Stallholders must abide by any instructions of the Market Manager or other NNC Market Assistants regarding vehicle movement and parking in and around the public streets, and carparks in the immediate area of Newtown Community Market.

- Stallholders must comply with the allocated set up and pack down times as well as the allocated street from where they can unload their vehicle. These details will be provided by the market manager at least one day before the market date.

- Stallholders must not park illegally, block roadways, park in driveways, use or park in emergency roads or queue across traffic intersections or otherwise hinder traffic in the streets around the Market Site.

- Stallholders must observe and obey all general public parking regulations.

9. Noise and Electricity

- No electricity is provided at the Market.

- Stallholders must not use any amplification device for sound and music on the Market Site unless expressly approved by the Market Manager.

10. Amenities

- Stallholders are entitled to use the toilet facilities of Newtown Neighbourhood Centre. To access the building, please see the Market Manager.

- Please note that members of the public are not able to use the toilet facilities of the Neighbourhood

Centre.

11. Waste Management

- Stallholders are responsible for the removal of their stall waste from the Market Site.
- Stallholders must not use the bins provided by Council for the public.
- Stallholders must not use Newtown Neighbourhood Centre's (NNC) rubbish bins.
- At the end of the day Stallholders must ensure that their market site is clean and clear of rubbish. Any Stallholder found to be using Council or NNC's bins for the removal of their waste or who leave rubbish behind will be liable for a $100 fine and will not be allowed to trade again at the Market until this fine has been paid.

12. Inclement Weather

- Newtown Community Market is an all-weather market, and will operate irrespective of wet weather conditions.
- Stallholders who choose not to trade due to inclement weather will not be entitled to a refund of their stall site fees.
- There will be no refund of stall fees if the weather deteriorates during the course of the day and a Stallholder or Stallholders make a decision to cease trading.
- The Market Manager and NCM will not be held responsible for any loss or damage to stock, or any other damage or injury as a result of a Stallholder's decision to set up and trade.
- Stallholders are responsible for the supply of their own tarps, covers and other wet weather protection equipment.

13. Cancelled Markets – Extreme Weather Conditions

In the case of extreme and dangerous weather conditions (as advised by the Bureau of Meteorology) the market will not operate. The decision to cancel a market will be made by the Market Manager:

- by 5pm the day before the market at the earliest; or
- by 9am on market morning at the latest.

How will it be communicated?

A cancellation notice will be:

- forwarded by SMS or email to all Stallholders.
- The Market Manager will attend the site as per usual, and advise any Stallholders who arrive that the market has been cancelled due to extreme weather conditions.
- In the case of a cancelled market, NCM will roll over Stallholders' registrations to the next market. Refunds will be offered where Stallholders cannot confirm their subsequent date of trade.

14. Cancelled Markets – Other Community Events

From time to time, the Neighbourhood Centre must make Newtown Square available for use by other community groups as determined by Marrickville Council. NCM will endeavour to give Stallholders at least two weeks notice of a cancelled market. Any fees paid by Stallholders for that market will be rolled over to the next market. If a Stallholder is unable to trade at the subsequent market, the Stallholder may apply for a refund from the Market Manager.

15. Code of Conduct

The Stallholder, their assistants, representatives and associates are required to observe the following:

- You must conduct your activities at the market with the utmost safety. Do not endanger the safety or security of the general public, Market Manager, Market Assistants, or other Stallholders.
- Do not cause any damage, make alterations or adjustments to any element (buildings, steps, trees & shrubs etc) on the Market Site. You are responsible for any cost to make good or repair any damage which you or your staff or representatives may cause.
- Do not cause any damage, disturbance or obstruction to the property of NCM, neighbours and businesses.
- You must ensure that all Market activities are legal and do not cause offense, are not dangerous and do not cause a nuisance.
- You must respond to requests and instructions from the Market Manager in a timely and cooperative manner.
- You must notify the Market Manager of any injury sustained by stallholders, your representatives and associates or the general public while trading at the Market.
- You are responsible for the safety of your staff members, representatives and associates.
- Do not broadcast or play any music at the Market unless expressly approved by the Market Manager.

- You and your staff are required to treat all people with respect and courtesy at all times. Abusive or offensive language and behaviour will not be tolerated.

- No smoking or alcohol is allowed on-site.

- As well as agreeing to the Market Regulations outlined above, the Stallholder hereby indemnifies and holds the Market Manager, Newtown Neighbourhood Centre Inc and its Authorised Employees and Representatives harmless against any claims for loss, damage or death arising in connection with the Stallholder occupation of a stall site at Newtown Community Market.

16. Grievance Procedure

Stallholders can raise any concerns they may have about the market with the Market Manager. If a grievance arises between Stallholders and they are unable to resolve it themselves, the Market Manager may be consulted and will be the arbiter. All major grievances will be recorded and the Market Manager's decision will be conveyed in writing to the affected parties.

If a Stallholder is concerned about an outcome, they may write to the Business Development Manager, Newtown Neighbourhood Centre, seeking a review of the Market Manager's decision. In responding, the Business Development Manager will take into account the individual grievance, a report from the Market Manager, any broader implications for the Market and the effective operation of the Market as a whole. The Business Development Manager's decision is final and binding on all concerned parties.

17. Market Manager's Rights and Representations

The Market Manager has the right to:

- Withhold consent for a person or persons to trade at the market.

- Remove a Stallholder who does not comply with these Conditions of Trade.

- Terminate consent to a Stallholder to trade at the market in writing and without any period of notice.

- Reallocate a stall site within the Market to a Stallholder without notice.

- Require the Stallholder to remove from sale any products that have not had prior approval by the Market Manager.

- Direct the Stallholder to cease trading activity until all stall safety requirements are complied with.

- Refuse a Stallholder the right to trade at the Market if the Stallholder has sublet the stall site.

- Refuse a Stallholder the right to trade at the Market if the Stallholder is anyone other than the person who made application for a stall or who has not been given prior approval to trade at the

Market by the Market Manager.

- Reallocate a stall site where a Stallholder has not presented at the specified set up time.

- The management of each market will be the responsibility of the Manager in accordance to the conditions. The Market Manager, through its appointed authorised employee, shall ensure that the conduct of the Market, all Stallholders, charity workers and voluntary workers, is at all times in accordance with the provisions and the requirements of all relative Legislations, Acts and Ordinances**.**

18. Contact Details and Office Hours

Enquiries and registrations for stalls are generally accepted on Tuesdays and Fridays from 11am.

These times may vary, so please contact the office on the number listed below and your call will be answered as soon as possible.

Office telephone	(02) 9564 7317
Email enquiries should be made to	market@newtowncentre.org
Postal Address	Newtown Community Market c/- Newtown Neighbourhood Centre Inc PO Box 19 Newtown NSW 2042
Street Address	1 Bedford Street Newtown NSW 2042
Website	www.newtowncentre.org