



OCCUPANCY AGREEMENT - SCHEDULE 2

Details of Market Category

Sydney Flower Market

1 OFFICE CONTACT DETAILS

The contact details for the Sydney Flower Market office are as follows:

Office Location:	Market Building "F"
Telephone:	Office..... 9325 6228 Team Leader..... 0409 325 228
Email:	flowers.team@sydneymarkets.com.au
Website:	www.sydneyflowermarket.com

2 TRADING HOURS

2.1 Trading days

You may hold a Stand at the Sydney Flower Market that will enable You to operate your Stand on either:

- (a) Monday, Wednesday and Friday;
- (b) Tuesday, Thursday and Saturday; or
- (c) Monday to Saturday.

2.2 Trading Hours

The Trading Hours when You may (and are required to) operate your Stand are 5.00 am to 11.00 am.

SML may vary these Trading Hours at any time by reasonable notice to You.

3 PARKING

3.1 Parking at the Sydney Flower Market

You may park your Vehicle:

- (a) on your Stand;
- (b) at the western edge of the north west parking area (up to 12:00 noon Monday to Thursday or up to 10:30 am Friday);
- (c) at the western edge of the Market Building "V" parking area (up to 6:00 am Monday to Friday);
- (d) at the western edge of the southwest parking area (up to 6:00 am Monday to Friday); and/or
- (e) as directed by an Authorised Officer.

3.2 Grower truck parking areas

You may park your truck in a grower's parking area if You have a grower's truck pass. You may apply for a grower's truck pass by completing the relevant application form, providing evidence of registration and paying the annual fee. Please apply at the market office in the Sydney Flower Market for more information.

3.3 No parking elsewhere

You may not park elsewhere in the Markets. In particular You may not park in the areas designated for customers. This is to ensure customers have available parking in the Markets.

4 LATE PAYMENT OF RENT

4.1 Casual fee

If You fail to pay Rent:

- (a) in accordance with clause 12 of the Occupancy Agreement; and
- (b) by the 7th day of the month for the month to which the Rent applies,

then instead of paying interest at the Interest Rate, the Rent for your Stand for that month will become the Rent plus the current Casual Standholders' fee for a casual stand for one day.

4.2 Trading without payment

If You operate your Stand after the 7th day of the month and you have not paid your Rent for that month then, in addition to any amount payable under clause 4.1 of this Schedule, You must pay the current Casual Standholders' fee for a casual stand for each day You operate your Stand without having paid Rent.

4.3 Suspension of Licence

If You do not pay your Rent by the 14th day of the month, SML may suspend your Licence until such time You pay your Rent. During any suspension period SML will offer your Stand to Casual Standholders.

4.4 Return of Stand

SML will end any suspension of your Licence pursuant to clause 4.3 of this Schedule once You pay all outstanding Rent, together with the amounts referred to in clauses 4.1 and 4.2.

4.5 Termination

Nothing in this clause 4 limits, restricts or prejudices any other right, remedy or power of SML pursuant to clause 22 of the Occupancy Agreement.

5 YOU MUST BE A GROWER

To hold your Licence and use and occupy the Premises in the Sydney Flower Market You must grow commercial quantities of flowers (in the reasonable opinion of SML) on land in Australia:

- (a) owned by You (either solely or jointly with another);
- (b) leased by You (either solely or jointly with another); or
- (c) in respect of which You are a party to a bona fide share farming agreement enabling You to grow flowers thereon.

6 COMPLIANCE

You must do all that is required by SML to satisfy itself of your compliance with clause 5 of this Schedule, including but not limited to allowing either SML or a horticulturalist engaged on SML's behalf to inspect the land referred to in clause 5 at any time with 7 days' notice in writing.

7 IF YOU CEASE TO BE A GROWER

If You do not comply with clause 5 of this Schedule then SML may give You notice of its intention to terminate your Licence in accordance with clause 22.3 of the Occupancy Agreement.

8 TEMPORARY NON-COMPLIANCE WITH CLAUSE 5

If You:

- (a) will not be able to comply with clause 5 of this Schedule for a period of less than 6 months; and
- (b) notify SML in advance of this non-compliance;

then notwithstanding clause 7 of this Schedule SML will not give You notice of its intention to terminate your Licence.

You acknowledge and agree that during your period of non-compliance with clause 5 of this Schedule You will not be able to use and occupy the Premises and remain liable to SML for all Rents and Dues in respect of the Premises.

You further acknowledge and agree You may not re-commence your use and occupation of the Premises until You demonstrate to SML's satisfaction compliance with clause 5 of this Schedule.

9 CLEANING THE PREMISES

In addition to your obligations under clauses 9.5, 9.6, 9.7, 9.8 and 10 of the Occupancy Agreement, You must ensure You do not deposit or cause to be deposited any water from buckets or otherwise onto the floor of the Premises or the Markets. All such water must be deposited directly into the drains provided by SML for this purpose.

10 AUTHORISED GOODS

Unless You receive written authorisation from SML to the contrary You may only Sell the following Goods in the Sydney Flower Market:

- (a) naturally grown flowers and potted plants;
- (b) artificial flowers; and
- (c) floral accessories.

11 FLOWER MARKET PASSES

You and your employees must at all times while You are in the Market hold and carry a Sydney Flower Market pass. This pass must be shown to a Market Officer upon request.

You may obtain a pass by completing the relevant form and paying the applicable fee to SML. Please see an Authorised Officer for more detail.