



## OCCUPANCY AGREEMENT - SCHEDULE 2

### Details of Market Category Sydney Produce Market

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#### 1 OFFICE CONTACT DETAILS

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

<b>Office Location:</b>	Ground Floor, north end of Market Building "B"
<b>Telephone:</b>	Office..... 9325 6230 Team Leader..... 0407 325 230
<b>Facsimile:</b>	9325 6022
<b>Email:</b>	wholesalers.team@sydneymarkets.com.au
<b>Website:</b>	www.sydneyproducemarket.com

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#### 2 TRADING HOURS

##### 2.1 Trading days

You may hold a Store at the Sydney Produce Market that will enable You to operate your Store Monday to Friday.

##### 2.2 Trading Hours

The Trading Hours when You may (and are required to) operate your Store are:

- (a) Monday: 6.00 am – 12.00 noon
- (b) Tuesday to Friday: 6.00 am – 12.00 noon

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

Occupiers must not sell outside trading hours (except as allowed under Rule 7.2), but may deliver orders to customers.

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#### 3 PARKING AND ACCESS

##### 3.1 Parking Your Vehicle

You may park your Vehicle:

- (a) on the multi-level car parking areas;
- (b) other designated areas outside the general trading area; and/or
- (c) within the general trading area where permitted by an Authorised Officer and provided such parking does not interfere with trading or raise safety issues.

### **3.2 Vehicle access restrictions**

You acknowledge that:

- (a) no Vehicles (including Forklifts) are allowed in the main buyer's walk of Market Buildings "A", "B" and "C" between 5.00 am to 9.00 am (Monday) and 6.00 am to 9.00 am (Tuesday to Friday); and
- (b) only Forklifts (or any other Vehicle approved by SML) are allowed in this area outside of these times and during Trading Hours.

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## **4 AUTHORISED GOODS**

Unless You receive written authorisation from SML to the contrary You may only Sell farm produce in the Sydney Produce Market. Without limiting the generality of the foregoing You may not Sell in the Sydney Produce Market any flowers, potted plants or floral accessories.

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## **5 SALE OF BANANAS**

You may Sell or store bananas only from or in the Premises if your Store is located in Market Building "E" at the Sydney Produce Market. You may not Sell or store bananas from or in the Premises if your Store is located in Market Buildings "A", "B" or "C" of the Sydney Produce Market.

If your Premises are located in Market Building "E" then You may only Sell bananas from the Premises and may not sell any other Goods.

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## **6 STORAGE/RIPENING OF GOODS – MARKET BUILDING "E"**

If your Premises are located in Market Building "E" then notwithstanding clause 5 You may ripen and cool-store fruits or vegetables (other than bananas) in the Premises for other Occupiers in the Sydney Produce Market.

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## **7 USE OF LOADING AREA**

Notwithstanding clause 6.3 of the Occupancy Agreement, You may use the loading area to the rear of the Premises for the storage of your Goods and/or Vehicles. You acknowledge and agree You may only use this loading area during Access Hours and further agree to clean this loading area at the end of each day and to leave the same in a clean and tidy condition.

You must remove your Goods and/or Vehicles from the loading area at the times notified to you by SML to facilitate Markets cleaning and maintenance.

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## **8 PRODUCE MARKET PASSES**

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

You may obtain a pass by completing the relevant form and paying the applicable fee to SML. Please see the Sydney Produce Market office in Market Building “B” for more detail.

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**9 LATE PAYMENT OF RENT**

If You fail to pay the Rent and/or the Dues:

- (a) in accordance with clause 12 and clause 13.1 of the Occupancy Agreement respectively; and
- (b) in respect of the Rent, by the 7th day of the month for the month to which the Rent is applicable,

You must pay to SML interest on the Rent and/or the Dues at the Interest Rate compounded monthly from the due date until the date of payment in full to SML. Your liability under this clause to pay interest to SML does not limit, restrict or prejudice any other right, remedy or power of SML pursuant to clause 22 of the Occupancy Agreement.

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**10 ACCESS TO PREMISES**

Subject to the Occupancy Agreement, the Rules and the directions of SML or an Authorised Officer, You may access and occupy your Premises at any time.