



MARKET RULES AND REGULATIONS

Effective 1 July 2024

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INTRODUCTION

- A** SML is responsible for the management and operation of the Markets. Each Occupier occupies Premises at the Markets pursuant to the terms of their Occupancy Agreement.
- B** Pursuant to their Occupancy Agreement, SML has the power to make these Rules and the Occupier must observe and comply with those Rules.
- C** SML made these Rules, pursuant to its Constitution, to take effect from 1 October 2002.
- D** SML made these Rules for the good order and conduct of the Markets. In particular, SML's objectives are to:
- protect the safety and wellbeing of all people present in the Markets;
 - reinforce the requirement for Occupiers to comply with all relevant laws, especially those relating to health and safety and environmental protection;
 - make the Markets attractive to Occupiers and others using the Markets and ensure they remain competitive in the wider market place; and
 - foster the continued growth and prosperity of the Markets for both SML and its occupants (including you).
- E** If any Occupier breaches these Rules, SML will suffer or incur Damages and the Occupier is required under these Rules to compensate SML for these Damages. The pre-estimates of Damages set out in the schedule are the minimum Damages to be suffered or incurred by SML as a result of any Non-compliance by an Occupier. An Occupier who has breached these Rules must compensate SML for actual Damages sustained or suffered by SML, which may be greater than the Damages in the schedule.
- F** A Non-compliance by the Occupier of these Rules is also a breach by the Occupier of their Occupancy Agreement and may entitle SML to terminate and/or suspend the Occupier's rights under their Occupancy Agreement.

PART A – DEFINITIONS & INTERPRETATION

1. DEFINITIONS

In these Rules, unless the context requires otherwise:

Access Hours means the days and times when You may use and occupy the Premises and/or be in the Markets or any part of the Markets as advised by SML or as amended at any time by SML by reasonable notice in writing to You;

Act means A New Tax System (Goods and Services) Act 1999 (Cth) and any related or amending legislation;

Administration Fee means the administration fee as determined by SML from time to time;

Advertising Levy means the amount charged by SML to You as a contribution to the cost of advertising and promoting the Markets or any part of the Markets as advised by SML or as amended at any time by SML by 30 days' notice in writing to You;

Annexure means an annexure to the Occupancy Agreement;

Approved Forklift means a Forklift:

- (a) the subject of a current SML Forklift Approval; and
- (b) displaying a label issued by SML in a prominent position indicating that the Forklift is the subject of a current SML Forklift Approval;

Attendance Time means the time by which You must be present and occupying the Premises as advised by SML;

Authorisation means any authorisation, licence or permit an Occupier is required to have by any Authority to occupy and use the Premises;

Authorised Goods means Goods approved for sale, by SML or an Authorised Officer, from the Premises as set out in Item 6 of Schedule 1 or any term of the Occupancy Agreement or as varied by SML at any time by 30 days' notice in writing to You;

Authorised Officer means any person recorded as such on the SML Authorised Officers' list;

Authority means any:

- (a) government or governmental, semi governmental or judicial authority; or
- (b) minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government,

and includes any regulatory organisation established under statute;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Breach means any failure by You to comply with:

- (a) the Occupancy Agreement;
- (b) the Rules; and/or
- (c) the Further Conditions;

Breaching Person means the person who committed the Non-compliance or who SML alleges committed the Non-compliance;

Casual Standholder means a person SML has allowed to occupy a Stand on a daily basis, including Stands designated by SML as casual stands and Stands a regular Standholder has failed to attend pursuant to the Occupancy Agreement;

Cleaning Levy means the amount charged by SML to You as a contribution to the cost of cleaning the Markets and removing waste from the Markets as advised by SML or as varied by SML at any time by 30 days' notice in writing to You;

Commencement Date means, if You commenced occupation and use of the Premises after the Effective Date, the date SML permits You to enter into use and occupation of the Premises;

Common Area means those parts of the Markets provided for common use, including but not limited to roads, unreserved car parking areas, footpaths, access ways, entrances, stairs, elevators, toilets and loading docks;

Comply Notice means a notice issued by SML in accordance with Rule 22 in the event of a Non-compliance, which:

- (a) requires the Non-compliance to be rectified; and
- (b) advises the Damages relating to the Non-compliance;

Constitution means the constitution for SML;

Damages means any damage, expense or loss suffered or incurred or to be suffered or incurred by SML or for which SML is responsible or liable in relation to a Non-compliance, including:

- (a) issuing and delivering the Comply Notice;
- (b) carrying out any repair or replacement or any other reasonably necessary act to remedy or attempt to remedy the Non-compliance;
- (c) notification by and to any Authority or taking any steps considered by SML to be necessary in connection with the Non-compliance;
- (d) communicating or dealing with the Breaching Person and the Responsible Occupier in relation to the Non-compliance; and/or

PART A – DEFINITIONS & INTERPRETATION (cont.)

- (e) all costs of SML in respect of legal proceedings arising from the Non-compliance on an indemnity basis;

Dispute Notice has the meaning given in Rule 25.1;

Dues means the amounts payable by You to SML pursuant to the Occupancy Agreement;

Effective Date means the date determined by SML to be the Effective Date;

Environment means:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a)–(c);

Environmental Law means any law that has the effect of controlling, prohibiting or otherwise regulating the impact of activities on the Environment and includes the following statutes and the regulations made pursuant to them:

- (a) Protection of the Environment Operations Act 1997;
- (b) Contaminated Land Management Act 1997; and
- (c) Environmental Planning & Assessment Act 1979;

Equipment includes bins, boxes, mobile offices, cartons, containers, packaging materials, tables, counters, racks, buckets, scales, pallets, trolleys, plant and machinery or any other item determined by SML to be equipment;

Food Safety Law means any law or regulation relating to food safety and standards applicable in New South Wales and includes:

- (a) Food Act 1983;
- (b) Food Production (Safety) Act 1998;
- (c) Australia New Zealand Food Authority Act 1991; and
- (d) Food Standards Code;

Forklift means a forklift or other motorised vehicular device, including those powered by electric motors, used or intended to be used for the loading, unloading or handling of Goods;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Forklift Application means an application by an Occupier to SML for an SML Forklift Approval in respect of a Forklift made in accordance with the procedure determined at any time by SML;

Further Conditions means any conditions issued by SML relevant to the Premises;

Goods means goods, farm produce and merchandise of any description and where relevant includes Services;

Growers Storage Space means any storage space licensed to You by SML in accordance with the paragraph entitled “Growers Storage Space” in Schedule 2 for the Sydney Growers Market;

Intellectual Property means all intellectual property of SML, including copyright, know-how and the Trade Marks;

Interest Rate means the Commonwealth Bank Prime Lending Rate as at the due date for payment of the relevant Rent or Dues plus 2%;

Lease means a lease between SML and a Leaseholder in respect of Leased Premises;

Leaseholder means any person who has leased from SML any part of the Markets;

Leased Premises means any part of the Markets leased by a Leaseholder from SML;

Licence means your right to use and occupy the Premises and to Sell Goods in the Markets pursuant to the terms set out in the Occupancy Agreement;

Liquid Waste means any liquid, and any substances contained in it, which may be produced or brought onto the Premises from an industrial or commercial activity and which is unwanted or surplus and is to be discarded;

Markets means any land including the Premises, Common Areas, buildings, structures and property used, owned and/or controlled by SML, including the land known as Sydney Markets at Flemington and the land known as Paddy's Markets at Haymarket;

Market Category means each of the markets conducted by SML at the Markets and commonly known as:

- (a) Paddy's Markets;
- (b) Paddy's Fresh Food Market;
- (c) Paddy's Swap & Sell Market;
- (d) Sydney Produce Market;
- (e) Sydney Growers Market; and
- (f) Sydney Flower Market;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Non-compliance means any non-compliance with the Rules;

Occupancy Agreement means

- (a) the occupancy agreement entered into between SML and a Standholder or otherwise determined by SML to apply in respect of the Standholder's use and occupation of a Stand;
- (b) the occupancy agreement entered into between SML and a Storeholder or otherwise determined by SML to apply in respect of the Storeholder's use and occupation of a Store; and/or
- (c) where that term appears in the Rules, an occupancy agreement referred to in paragraphs (a) and (b) above, a Lease and/or a Parking Licence;

Occupier means any person who

- (a) occupies a Stand or Store pursuant to an Occupancy Agreement;
- (b) leases any part of the Markets pursuant to a Lease;
- (c) occupies any part of the Markets pursuant to a licence; and
- (d) occupies a Parking Area pursuant to a Parking Licence,

and where relevant includes any employees, officers, agents, contractors and/or invitees of a Standholder, Storeholder, licence holder, Parking Licence Holder and/or Leaseholder;

Offensive Noise means noise:

- (a) that, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances:
 - (1) is harmful to (or is likely to be harmful to) a person who is outside the Premises from which it is emitted; or
 - (2) interferes unreasonably with (or is likely to interfere unreasonably with) a person who is outside the Premises from which it is emitted; or
- (b) that is of a level, nature, character or quality prescribed by Environmental Law;

OH&S Law means any law regulating occupational health and safety issues and includes the following statutes and the regulations made pursuant to them:

- (a) Occupational Health and Safety Act 2000;
- (b) Occupational Health and Safety Regulation 2001;
- (c) Dangerous Goods Act 1975;
- (d) Dangerous Goods (General) Regulation 1999; and
- (e) Smoke Free Environment Act 2000;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Parking Area means an area of the Markets licensed to a person by SML pursuant to a Parking Licence for use as a parking area for:

- (a) a Vehicle; or
- (b) a Forklift (commonly known as a forklift enclosure);

Parking Licence means a licence between SML and a Parking Licence Holder for a Parking Area;

Parking Licence Holder means a person holding a Parking Licence;

Party means a party to the Occupancy Agreement;

Pollution means:

- (a) the introduction of any matter, whether solid, liquid or gas, into the Environment so that the material exceeds any relevant standard prescribed by Environmental Law and, in circumstances where no standard is prescribed, the introduction of that matter into the environment in any quantity; and
- (b) Offensive Noise;

Premises:

- (a) in the Occupancy Agreement, has the meaning given in paragraph (a) of the definition of Trading Premises; or
- (b) in the Rules, means the Leased Premises, Trading Premises, Parking Areas and/or any other premises held by an Occupier pursuant to a licence;

Relevant Interest has the same meaning as in the Corporations Act 2001;

Relocation Notice means a relocation notice issued under the Occupancy Agreement;

Rent means the amount charged by SML to You for the use and occupation of the Premises (excluding Dues) as advised by SML or as varied by SML at any time by 30 days' notice in writing to You in accordance with the Occupancy Agreement;

Responsible Occupier means the Occupier who:

- (a) is the Breaching Person;
- (b) is the employer of the Breaching Person;
- (c) has engaged the Breaching Person to undertake any work, to perform any service, or to deliver, cart or pick up any Goods; or
- (d) exercises any direction or control over the Breaching Person;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Rules mean the Sydney Markets Rules attached to the Occupancy Agreement to take effect from 1 October 2002 and as amended at any time pursuant to the Occupancy Agreement;

Schedule means a schedule to the Occupancy Agreement;

Sell or Sale includes:

- (a) barter or exchange;
- (b) agree to sell, barter or exchange;
- (c) offer or expose for sale, barter or exchange;
- (d) send, forward or deliver for sale, barter or exchange
- (e) have in possession for sale, barter or exchange;
- (f) cause or suffer to be sold, bartered, exchanged, offered for sale, exposed for sale or sent, forwarded or delivered for sale, barter or exchange; and
- (g) attempt to sell, barter, exchange, expose for sale or send, forward or deliver for sale, barter or exchange;

Services means services of any description;

Share means the share in SML referred to in the Occupancy Agreement;

SML means Sydney Markets Limited ABN 51 077 119 290;

SML Forklift Approval means a Forklift:

- (a) the subject of a successful Forklift Application;
- (b) inspected and approved by SML for use in the Markets for the period of the approval, subject to any conditions imposed by SML on the approval; and
- (c) in respect of which the fee determined by SML at any time for the approval referred to in paragraph (b) has been paid;

SML's Plant means all equipment, plant and machinery of SML in or servicing the Markets;

Stand means any open floor space or other space in the Markets identified by SML as a stand;

Standard means any standard in respect of which compliance is required by You by law or any optional industry standard that SML requires You to comply with by written notice;

Standholder means any person occupying a Stand pursuant to an Occupancy Agreement or other arrangement with SML;

Store means an enclosed space of one or more storeys in the Markets identified by SML as a store;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Storeholder means any person occupying a Store pursuant to an Occupancy Agreement or other arrangement with SML;

Supply has the meaning appearing in the Act;

Surrender Fee means the surrender fee as set out in Item 5 of Schedule 1 or as varied by SML at any time by 30 days' notice in writing to You;

Suspension Notice means a suspension notice issued under the Occupancy Agreement;

Sydney Flower Market means the market conducted by SML for the sale of flowers, artificial flowers, floral accessories and potted plants;

Paddy's Fresh Food Market means the retail market conducted by SML for the sale of fresh fruit, vegetables, meat, fish, other fresh produce and general goods and merchandise approved by SML;

Sydney Growers Market means the market conducted by SML for the sale of farm produce by growers;

Paddy's Markets means the retail markets conducted by SML for the sale of general goods, services, merchandise and food items;

Sydney Produce Market means the market conducted by SML for the sale of farm produce by wholesalers;

Paddy's Swap & Sell Market means the retail market conducted by SML for the sale of second hand goods and other goods and merchandise approved by SML;

Trade Mark means any trade mark (as defined in the Trade Marks Act 1995 (Cth)) whether registered or unregistered, and any word, device, logo, depiction or brand representation used by SML in relation to the Markets or any Market Category;

Trading Hours means the days and times when an Occupier may Sell Goods from the Premises as advised by SML or as amended at any time by SML;

Trading Premises means:

- (a) the Stand or Store occupied by You pursuant to the terms of the Occupancy Agreement as indicated in Item 3 of Schedule 1 and in the Market Category as indicated in Item 4 of Schedule 1; and
- (b) the Leased Premises occupied by You to the extent the Lease permits You to Sell Goods from your Premises;

PART A – DEFINITIONS & INTERPRETATION (cont.)

Vehicle means any device, including a Forklift, for the transportation or carriage of persons or Goods and includes any equipment attached to the device;

Warning Notice has the meaning given in Rule 21.1;

Waste includes:

- (a) any substance commonly known as rubbish;
- (b) any substance that is discharged, emitted or deposited in the Environment in such volume, constituency or manner as to cause an alteration in the Environment;
- (c) any discarded, rejected, unwanted, surplus or abandoned substance;
- (d) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, reprocessing, recovery or purification by a separate operation from that which produced the substance; or
- (e) any other substance prescribed by the Rules to be waste;

You includes your employees, officers, agents, contractors and/or invitees and a reference to an Occupier includes a reference to You; and

Your Property means your property inside the Premises and/or the Markets and includes your Goods, Equipment, fixtures, fittings, signs.

PART A – DEFINITIONS & INTERPRETATION (cont.)

2. INTERPRETATION

In these Rules, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the index and the headings are used for convenience only and do not affect the interpretation of the Occupancy Agreement and/or the Rules;
- (d) a reference to a thing includes a reference to a part of that thing;
- (e) a reference to a document includes the document as modified at any time and any document replacing it;
- (f) a reference to a Business Day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Sydney and if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means twelve months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission, telegram or electronic mail;
- (j) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (k) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (l) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body;
- (m) a reference to a Party includes that Party's successors and permitted assigns; and
- (n) a reference to dollars is a reference to Australian dollars.

PART B – OCCUPATION OF MARKETS

3. ENTRY TO THE MARKETS

3.1 No entry to Markets when Markets are closed

An Occupier must not enter or be in any part of the Markets when that part of the Markets is closed or closed to the category of Occupiers to which that Occupier belongs or access is not permitted as notified at any time by SML.

3.2 Exception to Rule 3.1

Rule 3.1 does not apply to an Occupier permitted by SML or an Authorised Officer to enter or be in the Markets or that part of the Markets at times when they are closed.

4. VEHICLES IN THE MARKETS

4.1 No Vehicles if Markets are closed

No Vehicles may enter or be in any part of the Markets when that part of the Markets is closed or is closed to Vehicles as notified at any time by SML.

4.2 Exception to Rule 4.1

Rule 4.1 does not apply to a Vehicle permitted by SML or an Authorised Officer to enter or be in the Markets or that part of the Markets at times when they are closed or closed to Vehicles.

4.3 Entry charge

An Occupier must not drive or bring a Vehicle into the Markets unless they have paid the charge determined and notified by SML at any time in respect of the entry into the Markets of that Vehicle.

4.4 Entry may be refused

A Vehicle may not enter the Markets if it is carrying Goods or material not authorised by SML to be brought into the Markets and SML may refuse entry to such Vehicles.

5. GOODS IN THE MARKETS

5.1 Prohibited Goods and Equipment

An Occupier must not, without the written permission of an Authorised Officer, bring or cause or permit to be brought into the Markets (or place or cause or permit to remain in the Markets) any Goods or Equipment or class of Goods and Equipment as SML may determine and notify at any time.

PART B – OCCUPATION OF MARKETS (cont.)

5.2 Goods must be for Sale

An Occupier must not bring into the Markets, or place or display in the Markets (or cause to be brought into, placed or displayed in the Markets), any Goods:

- (a) intended for Sale in the Markets; or
- (b) SML or an Authorised Officer reasonably believes are intended for Sale in the Markets,

unless those Goods are authorised for Sale in the Markets by SML in accordance with the relevant Occupancy Agreement.

5.3 Directions of SML

An Occupier who brings Goods and Equipment into the Markets or who possesses or controls Goods or Equipment (whether for Sale or otherwise) in the Markets must, in accordance with any direction of an Authorised Officer, immediately remove those Goods or Equipment from the Markets.

6. OCCUPATION OF PREMISES

6.1 Times of occupation

An Occupier must not occupy their Premises otherwise than during the time determined and notified by SML in accordance with their Occupancy Agreement.

6.2 Fixtures and fittings

An Occupier must ensure:

- (a) any construction on the Premises, including:
 - (1) the height of fittings and fixtures;
 - (2) the position, size and type of lighting; and
 - (3) the erection of any Equipment; and
- (b) any of its plant or Equipment,

is safe, in accordance with firefighting ordinances and conforms to the standard notified by SML.

6.3 Notices

An Occupier must not, without the written permission of SML, erect, write, mark or display in the Markets or on the Premises, any sign, advertisement, name, notice or other device (other than a price ticket if the Premises are Trading Premises).

PART B – OCCUPATION OF MARKETS (cont.)

6.4 Services to Occupiers

- (a) An Occupier must not obtain or allow any person to provide any service at the Markets in connection with the Premises without the written permission of SML, except as provided in part (b) of this Rule.
- (b) A person may provide professional, consulting or advisory services to an Occupier at the Markets without the written permission of SML.

7. SELLING IN THE MARKETS

7.1 Trading Hours

An Occupier must not, without the written permission of SML, Sell in any part of the Markets outside of Trading Hours.

7.2 Exception to Rule 7.1

Rule 7.1 does not apply to an Occupier Selling Goods to another Occupier.

7.3 Selling from Trading Premises of the Occupier

An Occupier must not, without the written permission of SML, Sell Goods in the Markets otherwise than from the Trading Premises (if any) of that Occupier.

7.4 Authorised Goods only

An Occupier must not Sell any Goods from the Premises unless those Goods have been approved by SML for Sale from the Premises in accordance with the Occupancy Agreement.

7.5 Prohibited Goods

An Occupier must not Sell from the Premises or in the Markets:

- (a) pirate Goods, including audio/video cassettes, compact discs, video games, apparel and foot wear;
- (b) prohibited drugs, prohibited drug literature, items displaying or featuring prohibited drugs (including clothing that depicts prohibited drug messages or scenes) or items or implements intended for the administration or prohibited drugs;
- (c) firearms, ammunition or other prohibited weapons and implements;
- (d) Goods that infringe intellectual property rights;
- (e) indecent or obscene items or publications;
- (f) laser pointers;
- (g) fireworks;
- (h) liquor (unless approved by SML and appropriate Authorisations obtained);

PART B – OCCUPATION OF MARKETS (cont.)

- (i) Goods that cannot be sold by law;
- (j) Goods notified by SML in writing at any time to be prohibited goods; and
- (k) Goods, items or publications that in the reasonable opinion of SML or an Authorised Officer discriminate on the grounds of race, gender, sexual preference, disability, age or religion.

7.6 Goods to be marked sold

An Occupier must clearly mark as sold all Goods that are not immediately removed by a purchaser after Sale of the Goods.

7.7 Auctions

An Occupier must not advertise a Sale by auction, or Sell any Goods by auction, in the Markets without the written permission of SML.

8. BEHAVIOUR IN THE MARKETS

8.1 General behaviour

An Occupier must not in the Markets behave in a noisy, noxious, noisome, offensive, unlawful or illegal manner, and specifically must not in the Markets:

- (a) be under the influence of intoxicating liquor or a drug (other than a drug prescribed for his or her medication);
- (b) smoke any substance or any cigar, cigarette, pipe or other device in an area of the Markets SML has designated as an area in which smoking is prohibited;
- (c) use or permit to be used any musical instrument, radio, record player, tape recorder, television, screen, loud speaker, microphone or other electronic amplifying equipment or flashing lights likely to be heard or seen from outside the Premises without the written permission of SML;
- (d) curse or swear or use insulting, abusive, indecent or obscene language;
- (e) behave in a dangerous, disorderly or offensive manner or in a manner that causes or is likely to cause interference, nuisance, disturbance, annoyance or inconvenience to SML or an Authorised Officer or any other Occupier or person in the Markets or adjacent land;
- (f) obstruct or cause obstruction to another person;
- (g) gamble, operate or play games of chance, including but not limited to cards, lotteries, raffles, guessing competitions and lucky dips (unless approved by SML and appropriate Authorisations obtained);
- (h) solicit money or any other thing without the written permission of an Authorised Officer (unless approved by SML and appropriate Authorisations obtained);

PART B – OCCUPATION OF MARKETS (cont.)

- (i) display or distribute a handbill, placard, notice, advertisement, paper or thing without the written permission of SML; or
- (j) obstruct, prevent, hinder or interfere with an Authorised Officer or other employee of SML in the exercise of any of his or her functions.

8.2 Social media behaviour

An Occupier must not in the Markets:

- (a) make any false, misleading or deceptive statements, comments or representations to anyone (including on any social media site such as Facebook, Instagram, Twitter ("X"), TikTok or any other forum) about SML (including its directors, officers, employees, agents and contractors).
- (b) make any statements, comments or representations to any person or in any way (including on any social media site such as Facebook, Instagram, Twitter ("X"), TikTok or any other forum) which in any way denigrate, harm or disparage SML (including its directors, officers, employees, agents and contractors).
- (c) make any statements, comments or representations to any person or in any way (including on any social media site such as Facebook, Instagram, Twitter ("X"), TikTok or any other forum) or behave in any way which is discriminatory, offensive or harassing towards the directors, officers, employees, agents, contractors and/or invitees of SML.

9. MARKETS PROPERTY

9.1 Damage to property

An Occupier must not cause or allow any part of the Premises to be strained or weakened including walls or floors in the Premises to sag or deflect from their right lines or whereby damage may be caused to the Premises or the Markets or part of the Markets.

9.2 Interference with property

An Occupier must not:

- (a) use or move;
- (b) interfere or tamper with;
- (c) impede the working or performance of; or
- (d) use for a purpose other than that for which it is provided,

any property of SML, and in particular any equipment provided in the interests of health and safety or environmental control, in the Markets except with the written permission of SML. Further, an Occupier must not obstruct or cover any windows or other means of illumination of the Common Areas generally.

PART C – MARKETS SAFETY

10. OBLIGATION TO ENSURE SAFETY

10.1 OH&S Law

An Occupier must comply at all times with all relevant OH&S Law and behave in a manner that is consistent with the safety of all persons in the Markets.

10.2 Goods, Equipment and Vehicles to be kept within Premises

Subject to clause 13.1, an Occupier must not place or use (or cause or permit to be placed or used) any Goods, Equipment or Vehicles beyond the boundaries or limits of their Premises without the express or written permission of an Authorised Officer.

10.3 Bringing machinery into the Markets

An Occupier must not bring (or cause or permit to be brought) plant or equipment into the Market otherwise than in accordance with the Occupancy Agreement.

10.4 Obstructions to Common Areas

An Occupier must not place any Goods or Equipment or in any other way obstruct, or cause to be obstructed, Common Areas.

10.5 Fire equipment

An Occupier must comply at all times with all relevant OH&S Law and behave in a manner that is consistent with the safety of all persons in the Markets.

- (a) obstruct, or cause to be obstructed, any access to fire exits, fire doors or fire-fighting equipment; and
- (b) use fire-fighting equipment for a purpose other than the intended purpose.

10.6 Electrical safety

- (a) When using electricity in the Markets an Occupier must at all times do so in accordance with the directions of SML or an Authorised Officer.
- (b) An Occupier must not at any time install or connect any equipment or do any act that overloads any of the system through which electricity is conveyed to the Markets.

11. VEHICLES

11.1 Registration

An Occupier must not bring into, possess, control, drive or operate an unregistered Vehicle in the Markets if that Vehicle would be required to be registered under the Road Transport (Vehicle Registration) Act 1997 in order to be driven on a road as defined under that Act.

PART C – MARKETS SAFETY (cont.)

11.2 Licensed drivers

An Occupier must not control, drive or operate a Vehicle in the Markets unless the relevant person is licensed under the *Road Transport (Driver Licensing) Act 1998* to drive the Vehicle on a road as defined under that Act.

11.3 Produce licence on request

An Occupier controlling, driving or operating a Vehicle must

- (a) carry the licence required under Rule 11.2 at all times; and
- (b) produce this licence to an Authorised Officer on demand.

11.4 Wearing of helmets

An Occupier must not ride a motorcycle or bicycle in the Markets without wearing a helmet:

- (a) in accordance with the manufacturer's instructions for the wearing of that helmet (including but not limited to fastening the strap); and
- (b) that is approved for that motorcycle or bicycle under the Road Transport (Safety and Traffic Management) (Road Rules) Regulation 1999.

11.5 Markets are deemed to be a public road

This Rule 11 applies whether or not a road within the Markets is defined as a road under the above mentioned Acts.

11.6 Exemption from Rules 11.1 and 11.2

SML may exempt an Occupier in writing from Rules 11.1 and 11.2 at its discretion upon application from the Occupier for an exemption. An exemption will only be granted if:

- (a) in respect of Rule 11.1, the Vehicle will only be driven or operated within the Premises and not elsewhere in the Markets; and/or
- (b) in respect of Rule 11.2, the driver or operator will only drive or operate a Vehicle within the Premises and not elsewhere in the Markets.

12. USE OF VEHICLES

12.1 Vehicles to be driven safely

An Occupier must not drive, wheel or operate a Vehicle in the Markets:

- (a) in a dangerous or negligent manner;
- (b) in excess of the speed limits determined and notified by SML; or
- (c) subject to paragraphs (a) and (b), otherwise contrary to a direction given to an Occupier by an Authorised Officer or as determined and notified by SML.

PART C – MARKETS SAFETY (cont.)

12.2 Vehicles not to be left running

An Occupier who drives or operates in the Markets a Vehicle which is propelled by means of a motor or engine must, as soon as that Vehicle is no longer being driven or operated, or immediately in accordance with a direction given by an Authorised Officer, stop the motor or engine.

13. PARKING OF VEHICLES

13.1 Use of car parking areas only

An Occupier must not park or stand a Vehicle in the Markets:

- (a) in an area other than an area which SML has determined and notified as a parking area for that Occupier;
- (b) otherwise than in such direction and within such limits as SML has determined and notified; or
- (c) contrary to any direction given to a person by an Authorised Officer.

13.2 Display of permit

An Occupier must not park or stand a Vehicle in the Markets without displaying in the Vehicle (so that it can be seen and read from outside the Vehicle) the receipt or other document issued by SML on the payment of the charge under Rule 4.3.

14. FURTHER REQUIREMENTS FOR FORKLIFTS

14.1 Approved Forklift

In addition to the requirements under Rule 11.1, an Occupier must not bring into, possess, control, drive or operate a Forklift in the Markets, or cause a Forklift to be driven or operated in the Markets, unless the Forklift is an Approved Forklift.

14.2 Conditions on SML Forklift Approvals

A SML Forklift Approval is subject to the conditions endorsed on the approval. These must be complied with at all times.

14.3 Transfer of SML Forklift Approvals

An Occupier holding a SML Forklift Approval must not transfer that approval to any other person unless:

- (a) SML approves of the transfer; and
- (b) the charge determined and notified by SML in respect of a transfer of a SML Forklift Approval is paid to SML.

PART C – MARKETS SAFETY (cont.)

14.4 Cancellation of SML Forklift Approval

SML may cancel the SML Forklift Approval in the following circumstances:

- (a) the Forklift is no longer registered under the Road Transport (Vehicle Registration) Act 1997 (subject to any exemption under Rule 11.6);
- (b) the SML Forklift Approval was issued in error or in consequence of false information given by the Occupier;
- (c) SML considers the standard or condition of the Forklift is such as to be likely to cause injury to any person or property; or
- (d) SML is satisfied (for any other reason) that it would not grant a further SML Forklift Approval in respect of the Forklift if application for a further SML Forklift Approval was made.

The cancellation is effected by SML serving a written notice of cancellation on the holder of the SML Forklift Approval.

14.5 Certificate of Competency

In addition to the requirements under Rule 11.2, an Occupier controlling, driving or operating a Forklift in the Markets must:

- (a) hold a Certificate of Competency in force under the Occupational Health and Safety Regulation 2001, or if a trainee referred to in Part 9 of that regulation, maintain a written record of training in accordance with clause 275 of that regulation; and
- (b) hold any other authorisation as may be required and notified by SML.

14.6 Exemption from Rules 14.1 and 14.5

SML may exempt an Occupier in writing from Rules 14.1 and 14.5 at its discretion upon application from the Occupier for an exemption. An exemption will only be granted if:

- (a) in respect of Rule 14.1, the Forklift will only be driven or operated within the Premises and not elsewhere in the Markets; and/or
- (b) in respect of Rule 14.5, the driver or operator will only drive or operate a Forklift within the premises and not elsewhere in the Markets.

14.7 Produce Certificate of Competency on request

In addition to the requirements under Rule 11.3, an Occupier controlling, driving or operating a Forklift must:

- (a) carry Certificate of Competency or written record of training and any other authorisation required by SML at all times; and
- (b) produce this Certificate of Competency or written record of training or any other authorisation required by SML to an Authorised Officer on demand.

PART D – MARKETS CLEANLINESS AND HYGIENE

15. AUTHORISATIONS

An Occupier must hold all necessary Authorisations and produce to SML or an Authorised Officer on demand any Authorisations held by the Occupier. This includes but is not limited to Authorisations related to food safety, chemicals and dangerous goods storage.

16. GENERAL REQUIREMENTS

16.1 No dumping of rubbish

An Occupier must not dump, throw, deposit or place (or cause to be dumped, thrown, deposited or placed) any Waste or Liquid Waste in the Markets.

16.2 Occupier's obligation to avoid Pollution

An Occupier must store, handle and manage all Goods and other materials on their Premises in a proper and efficient manner so as to avoid causing Pollution from their Premises. Without limiting the operation of this clause:

- (a) all solid materials are to be stored on the Premises in containers that are fit for the purpose;
- (b) all liquids are to be stored in containers that are fit for the purpose and those containers are stored in accordance with the written directions of SML or an Authorised Officer; and
- (c) all gases are to be stored in containers that are fit for the purpose and are to be serviced regularly.

16.3 Premises to be kept clean

An Occupier must keep their Premises and adjacent areas clean, tidy and free from dirt at all times.

16.4 Odours, rats and vermin

An Occupier must not cause or permit:

- (a) any noxious or offensive odour or smell to be created on or about the Premises; and
- (b) rats, cockroaches or other vermin to harbour within the Premises.

16.5 Equipment management

All equipment (including Vehicles) used by an Occupier in the Markets is to be operated in a proper and efficient manner so as to avoid causing Pollution. Without limiting the operation of this clause, all equipment is to be regularly maintained so that it operates in an efficient condition.

PART D – MARKETS CLEANLINESS AND HYGIENE (cont.)

16.6 Maintenance of Vehicles

An Occupier must not wash, maintain, repair or service a Vehicle, motor or engine (or any part of a Vehicle, motor or engine) in the Markets except in an area or under circumstances approved and notified by SML.

16.7 Drains

An Occupier must not dispose of:

- (a) fats and oils of any type or nature;
- (b) liquids containing fats or oils;
- (c) non-authorised cleaning agents;
- (d) other Liquid Waste that would cause pollution; or
- (e) otherwise than permitted by clause 18(b)(1), any solid matters,

in any sewer, sink, drain or pipe in their Premises or in the Markets except those designated by SML for this purpose.

16.8 Use of toilet facilities

An Occupier must:

- (a) not spit, urinate or defecate in the Markets except in the toilet facilities provided by SML for this purpose; and
- (b) leave the toilet facilities clean after use.

16.9 Notification of spill

An Occupier who undertakes an activity which leads to the discharge of material into the Environment, either directly or otherwise, must immediately notify SML or an Authorised Officer.

17. WASTE

- (a) This clause applies only to all Occupiers other than Occupiers of Parking Areas.
- (b) All Waste generated by an Occupier on their Premises is to be managed in a proper and efficient manner in accordance with this clause.
- (c) Without limiting paragraph (b) above, all Waste must be managed so that:
 - (1) Waste generated on the Premises is to be placed immediately into a waste bin or receptacle approved by SML;
 - (2) the waste bin or receptacle referred to in paragraph (1) above is kept within the Occupier's Premises unless SML or an Authorised Officer allows the waste bin to be kept outside the Premises at certain times;

PART D – MARKETS CLEANLINESS AND HYGIENE (cont.)

- (3) as soon as the waste bin or receptacle is full or before the Occupier leaves the Premises for the day, the Waste is to be deposited into a waste receptacle, owned or managed by SML, for the express purpose of waste management at the Markets or in accordance with directions provided by SML or an Authorised Officer; and
 - (4) the Occupier must ensure the waste bin or receptacle is cleaned regularly and maintained in a clean and tidy condition.
- (d) Organic and recyclable waste must be placed in the composting and recycling bins provided by SML for this purpose.

18. LIQUID WASTE

- (a) All Liquid Waste generated by an Occupier on their Premises is to be managed in a proper and efficient manner in accordance with this clause.
- (b) Without limiting clause paragraph (a) above, all Liquid Waste must be managed so that all Liquid Waste discharged from the Premises to a stormwater drain must only contain:
 - (1) biodegradable organic matter; and
 - (2) any cleaning agent approved by SML.
- (c) Liquid Waste from any food operations is to be deposited in an appropriate waste receptacle in accordance with the directions given by SML or an Authorised Officer at any time

19. FOOD SAFETY

19.1 General food safety

An Occupier who Sells food or food products must comply at all times with all relevant Food Safety Law.

19.2 Removal of food waste

An Occupier must not interfere with or remove any food waste from the Markets unless authorised to do so by SML or an Authorised Officer.

20. ANIMALS, BIRDS, FISH AND REPTILES

20.1 Animals not permitted

An Occupier must not, except with the written permission of SML, bring into the Markets or possess or control in the Markets a live animal, live bird, live fish or live reptile.

PART D – MARKETS CLEANLINESS AND HYGIENE (cont.)

20.2 If animals are permitted

An Occupier who brings into the Markets or possesses or controls in the Markets a live animal, live bird, live fish or live reptile in accordance with the written permission of SML must keep it under proper control at all times.

PART E – NON-COMPLIANCE AND DAMAGES

21. WARNING NOTICES

21.1 Issuing a Warning Notice

SML or an Authorised Officer may at its discretion following a Non-compliance issue a warning notice in lieu of a Comply Notice to the Responsible Occupier (**Warning Notice**):

- (a) identifying the Breaching Person;
- (b) identifying the Non-compliance committed by the Breaching Person and the date, time and location of that Non-compliance;
- (c) requiring compliance with the Rules by the Breaching Person; and
- (d) where appropriate, requiring the Responsible Occupier to remedy the Non-compliance committed by the Breaching Person (if capable of remedy) within a reasonable period.

SML may vary the form of the Warning Notice at any time without notice.

The Responsible Occupier is required to comply with the Warning Notice. Any failure to do so will be considered a further Non-compliance and will result in the issue of a Comply Notice in respect of the original Non-compliance and this further Non-compliance.

21.2 No Damages

The Responsible Occupier is not required to pay Damages following a Non compliance if SML or an Authorised Officer in its discretion issues a Warning Notice in lieu of a Comply Notice. Notwithstanding this clause, if SML subsequently determines the Non-compliance caused it to suffer loss or damage in excess of the Damages set out in the schedule, it may seek compensation from the Responsible Occupier for this damage or issue a Comply Notice in respect of the same Non-compliance.

PART E – NON-COMPLIANCE AND DAMAGES (cont.)

22. COMPLY NOTICES

22.1 Form of Comply Notice

In the event of a Non-compliance the Authorised Officer may issue a notice to the Responsible Occupier (**Comply Notice**):

- (a) identifying the Breaching Person;
- (b) identifying the Non-compliance committed by the Breaching Person and the date, time and location of that Non-compliance;
- (c) requiring the Responsible Occupier to remedy the Non-compliance committed by the Breaching Person (if capable of remedy) within a reasonable period; and
- (d) stating the Damages incurred or suffered or to be incurred or suffered by SML as a result of the Non-compliance and requiring payment of the Damages.

SML may vary the form of the Comply Notice at any time without notice.

22.2 Serving of Comply Notices

A Comply Notice may be served by SML on the Responsible Occupier by:

- (a) hand delivering it; or
- (b) posting it by normal mail,

to the address of the Responsible Occupier.

22.3 Action by Breaching Person or Responsible Occupier

Following receipt of the Comply Notice the Responsible Occupier must:

- (a) remedy the Non-compliance committed by the Breaching Person (if capable of remedy) within the reasonable period set out in the Comply Notice;
- (b) ensure the Breaching Person observes and complies with these Rules; and
- (c) pay to SML the Damages stated in the Comply Notice within 21 days of receipt of the Comply Notice.

23. FAILURE TO COMPLY

23.1 Failure to comply

If the Responsible Occupier:

- (a) fails to comply with a Comply Notice and does not issue a Dispute Notice; or
- (b) issues a Dispute Notice and fails to comply with the reinstated Comply Notice issued pursuant to Rule 25.3(c),

then the Responsible Occupier will be considered to be in further Non-compliance.

PART E – NON-COMPLIANCE AND DAMAGES (cont.)

23.2 Further action

If a Responsible Occupier is found to be in further Non-compliance pursuant to Rule 23.1, SML may:

- (a) increase the Damages in the Comply Notice by any further costs incurred by SML in seeking to recover from the Responsible Occupier payment of the Damages; and
- (b) commence proceedings against the Responsible Occupier to enforce the Comply Notice without further notice to the Responsible Occupier.

24. DAMAGES

24.1 Amount of Damages

- (a) The Damages set out in the schedule are reasonable pre-estimates of the Damages likely to be incurred or suffered by SML as a result of any Non-compliance.
- (b) The Damages in the Comply Notice may or may not be the Damages set out in the schedule.
- (c) The Damages in the Comply Notice will be the Damages incurred or suffered or to be incurred or suffered by SML as a result of the Non compliance as quantified by SML.

24.2 Increased Damages

The Damages in the schedule will be increased by SML under Rules 24.3 and 24.4 to reflect the costs incurred by SML of having to increase the level of resources, including but not limited to management time and increased monitoring and supervision, expended on those Breaching Persons or Responsible Occupiers who have demonstrated an unwillingness or inability to comply with these Rules or pay the Pre-estimate of Damages.

24.3 Repeat Non-compliance

If a Breaching Person or Responsible Occupier is found by SML or an Authorised Officer to be in Non-compliance of the same Rule more than once in a period of time considered by SML to demonstrate an unwillingness or inability to comply with these Rules, then the Damages in the Comply Notice for each Non-compliance after the first will at the discretion of SML be greater than the Damages set out in the schedule.

24.4 Multiple Non-compliance

If a Breaching Person or Responsible Occupier is found by SML or an Authorised Officer to be in Non-compliance of these Rules more than 3 times in a period of time considered by SML to demonstrate an unwillingness or inability to comply with these Rules, then the Damages in the Comply Notice for each Non-compliance after the third Non-compliance will at the discretion of SML be greater than the Damages set out in the schedule.

PART E – NON-COMPLIANCE AND DAMAGES (cont.)

25. DISPUTING A COMPLY NOTICE

25.1 Dispute Notice

If a Responsible Occupier is issued with a Comply Notice and the Responsible Occupier disputes the Non-compliance described in the Comply Notice or the Damages claimed by SML, the Responsible Occupier may, within 14 days of being issued with the Comply Notice, give notice in writing to SML that it disputes the Comply Notice or the Damages claimed by SML or both (**Dispute Notice**).

25.2 Content of Dispute Notice

The Dispute Notice must set out the basis on which the Responsible Occupier disputes the Comply Notice with sufficient detail to enable SML to make a determination as to whether it will accept the Dispute Notice and withdraw the Comply Notice.

25.3 Decision by SML

Within 14 days of receiving the Dispute Notice SML will notify the Responsible Occupier and advise whether:

- (a) the Comply Notice will be withdrawn;
- (b) SML requires additional time to consider the Dispute Notice; or
- (c) the Comply Notice is not withdrawn by SML, in which case the Damages must be paid by the Responsible Occupier within 14 days of receiving notice that the Comply Notice is not withdrawn.

25.4 Further Damages incurred as a result of Dispute

If SML notifies the Responsible Occupier pursuant to Rule 25.3(c) that the Comply Notice is not withdrawn, then SML may increase the Damages in the Comply Notice by any further costs incurred by SML since the issue of the original Comply Notice.

26. GST

The amounts payable by an Occupier to SML for any Supply under these Rules are exclusive of GST and an Occupier must pay any applicable GST at the same time and in the same manner as other amounts payable by the Occupier under these Rules.

PART F - GENERAL PROVISIONS

27. NOTIFICATION BY SML

Any notification that SML is required or permitted to make under these Rules may be made in any of the following ways:

- (a) a notice conspicuously displayed in the Markets (or, if the notification relates only to a part of the Markets, in that part of the Markets);
- (b) a notice hand delivered to the business address of the Occupier and left in the possession of a responsible adult; or
- (c) a notice posted by normal mail to the business address of the Occupier (which is deemed delivered after 3 business days).

28. VARIATION AND WITHDRAWAL OF DIRECTIONS

SML may vary or withdraw a direction or written permission given or a determination made pursuant to these Rules by it or by an Authorised Officer.

29. FURTHER NON-COMPLIANCE

A Non-compliance is taken to include a contravention of any of the terms and conditions of any written permission, approval, direction or determination given or made under these Rules.

30. NOTICE TO SML

Any notice or other communication to SML by an Occupier under these Rules must be in writing, legible and in English and be delivered or addressed to the Operations Manager, Level 3, Market Plaza Building, Parramatta Road, Sydney Markets NSW 2129.

SCHEDULE

DAMAGES

A Schedule of Damages relating to these Rules will be issued separately

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SYDNEY

MARKETS

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