

Application to assign
the right to occupy premises
(Changes to Shareholding)



SYDNEY MARKETS

WAREHOUSE

Seller (Current Shareholders)

Buyer (New Shareholders)

Company / Name:

Company / Name:

Contact Name:

Contact Name:

Account Number:

Account Number:

Address:

Address:

Phone:

Phone:

Email:

Email:

Website:

Website:

By signing this application you are applying for SML's consent to assign the right to occupy the premises below **(Premises)** under a lease from the Existing Tenant to You and you furnish the following information to SML in respect of your application. Furthermore, you agree to Direct Debit for all regular payments to Sydney Markets Limited. You agree that once/if approved you will comply with the Conditions of Entry, Lease and the Sydney Markets Rules.

The following forms to be completed:

Buyer & Seller Application Forms

Application to Erect Signage

Transfer of Shares

WHS Forms

Waste Collection & Disposal Policy

Disclosure Statement

Direct Debit Form

Electricity Supply Agreement

Application to assign
the right to occupy premises
(Current Shareholder/s)



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A. Company: *(You)*

B. Trading Name: *(If Different To Your Name)*

C. Tenancy Location: Store:

Building:

D. Name & Address to Current Shareholders *(Before Transfer)*

1) Name: Email: % of Ownership

Phone: Address:

2) Name: Email: % of Ownership

Phone: Address:

3) Name: Email: % of Ownership

Phone: Address:

4) Name: Email: % of Ownership

Phone: Address:

**(If there are more than four (4) current shareholders, please detail on reverse side of page, If the shareholder held the shares as a trustee of a trust, please detail the trust in the name.)*

E. Your Authorised Representative / Solicitor: *(SML recommends you seek independent legal advice in relation to this application)*

Full Name:

Postal Address:

Email:

Phone Number:



F. HAVE ANY CHARGES, MORTGAGES OR OTHER SECURITY INTERESTS BEEN GRANTED OVER THE PREMISES? YES / NO

Details: *(*You will also be required to provide to SML a warranty and indemnity that you have not granted any mortgages, charges or other security interests over the Premises.)*

G. Proposed Purchaser(S): *(Purchaser)*

H. Proposed Trading Name: *(if different to current trading name)*

I. Percentage (%) Being Transferred

I. Sale Price of Business:

Goodwill:

\$

Furniture & Fittings:

\$

Plant & Equipment:

\$

Total Sale Price:

\$

Note: All book values for Plant & Equipment or Furniture & Fittings must be confirmed in writing by a Valuer or your Accountant.

J. Proposed Changeover Date:

K. Is there a written agreement? Yes / No *(If yes, please provide SML with a copy.)*

Comments *(SML OFFICE USE ONLY):*

Application to assign
the right to occupy premises
(New Shareholder/s)



SYDNEY MARKETS

A. Full Name of Applicant: *(You)*

B. Premise Subject to this Application: Building: Store:

C. Your Authorised Representative / Solicitor: *(SML recommends you seek independent legal advice in relation to this application)*

Full Name:

Postal Address:

Email:

Phone: Number:

D. **WILL ANY CHARGES, MORTGAGES OR OTHER SECURITY INTEREST BE GRANTED OVER THE PREMISES**
YES/NO *(if yes, please provide details)*

E. Name & Address to each Shareholder after purchase:

1) Name: Email: % of Ownership

Phone: Address:

2) Name: Email: % of Ownership

Phone: Address:

3) Name: Email: % of Ownership

Phone: Address:

4) Name: Email: % of Ownership

Phone: Address:

**(If there are more than four (4) current shareholders, please detail on reverse side of page, If the shareholder held the shares as a trustee of a trust, please detail the trust in the name.)*

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F. Name Of Present Shareholders: *(Seller)*

G. Percentage (%) Being Purchased:

H. Purchase Price:

Proposed Changeover Date:

\$

Acknowledgement and Release:

SML provides no warranty that the Existing Tenant has not been encumbered by a mortgage, charge, caveat or other security interest and further provides no warranty that the Lease Agreement will be transferred to you unencumbered. You release SML from any claims you may have against SML in the event you receive a transfer of an encumbered premise from the Occupant.

Signature of Buyer:

Date:

Comments (SML Office USE Only):

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SYDNEY MARKETS

Level 3, Market Plaza Building, Sydney Markets
PO BOX 2, SYDNEY MARKETS NSW 2129
Phone: (02) 9325 6200 Fax: (02) 9325 6288

Transfer of Shares

I/We (Seller/s)

of

(the Transferor(s)) **Do hereby transfer to the said Transferee(s)
(per premise)**

% of One Share being One Dollar

I/We (Purchasers)

of

(the Transferee(s))

Tradeable Space:

I/We the said Transferee(s) agree that in accepting the share, I/we will be bound by the Occupancy Agreement and/or Lease Agreement, Market Rules and Articles of Association of Sydney Markets Limited.

(If the shareholder holds the shares as a trustee of a trust, please detail the trust in the name.)

Dated this _____ days of _____ 20____

Signed by the Transferor(s):

Signed by the Transferee(s):

Signed by the Transferor(s):

Signed by the Transferee(s):

Signed by the Transferor(s):

Signed by the Transferee(s):

Signed by the Transferor(s):

Signed by the Transferee(s):

Witnessed:

Witnessed:



DIRECT DEBIT REQUEST – CREDIT CARD
Request to establish Debit Authority in the Direct Debit System

Your Details

Insert name in full and if company, its
ABN

I/We *(Surname / Company or Business Name)* *(Given Name/ACNNumber)*

Insert your address details

Address:

Postcode:

Insert your SML account number
(as it appears on your invoice /
statement)

Authorise **Sydney Markets Limited (APCA ID#019116)**, until further notice in writing, to arrange for funds to be debited from my/our account at the Financial Institution identified and as described in the Schedule below, any amounts which **Sydney Markets Limited** may debit or charge my/our credit card account through the Direct Debit System.

Identified by Reference Information: *(SML Customer Account Number)*

The Schedule

Details of Credit Card

Cardholder's Name:

Account to be debited

Cardholder's Signature:

Credit Card Type: MasterCard Visa AMEX

Details of Financial Institution

Expiry Date: ____/____ CCV ____

Insert the name and address
of the Financial Institution at
which your account is held.

Credit Card No: _____

Financial Institution's Name:

Address:

Note: Direct Debiting is not available on the full range of accounts. If in doubt, please refer to your Financial Institution.

Direct Debit Request Authorisation

I/We have read the "Customer Service Agreement" that accompanies this form and acknowledge and agree with its terms and conditions.

I/We request this arrangement to remain in force in accordance with details set out in the Schedule described above and in compliance with the "Customer Service Agreement".

Customer(s) Name:

Customer(s) Signature:

Date:



**DIRECT DEBIT REQUEST
CUSTOMER SERVICE AGREEMENT**

We, Sydney Markets Limited, note our commitment to you as the following:

- We will advise you by notice, statement or invoice of the drawings.
- Where the due date falls on a non-business day, we will draw the amount on the next business day.
- We will provide written notice of any proposed changes to your drawing arrangement, providing no less than 14 days notice.
- We reserve the right to cancel the drawing arrangement if drawings are continually returned unpaid by your nominated Financial Institution. Where drawings are returned unpaid we will arrange with you an alternate payment method. A fee may apply for drawings that are returned unpaid.
- We will keep all information provided by you and details of your nominated account at the Financial Institution, private and confidential.
- We will investigate and deal promptly with any queries, claims or complaints regarding debits, providing a response within 20 business days.

You, the Customer, note your commitment to us as the following:

- It is your responsibility to check with your Financial Institution, prior to completing the Direct Debit Request, that direct debiting is available on that account.
- It is your responsibility to ensure that the authorisation on the Direct Debit Request is identical to the account signing instruction held by the Financial Institution of the nominated account.
- It is your responsibility to ensure at all times that sufficient funds are available in the nominated account to meet a drawing on the due date for payment.
- It is your responsibility to advise us if the account nominated by you to receive the drawings is altered, transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method, if the drawing arrangements are stopped, either by you or the nominated Financial Institution.
- It is your responsibility to meet any charges resulting from the use of the Direct Debit System. This may include fees charged to us as a result of returned drawings.

You may request to defer or alter the agreed drawing schedule by giving written notice to us; such notice should be received by us at least 10 business days prior to the due date.

You may stop your individual debit by giving written notice to us; such notice should be received by us at least 10 business days prior to the due date.

You may cancel the Direct Debit arrangement at any time by giving written notice to us; such notice should be received by us at least ten (10) business days prior to the due date. Your nominated Financial Institution is unable to cancel your Direct Debit Arrangement.

All transaction disputes, queries, and claims should be raised directly with us. We will provide a verbal or written response within 20 business days from the date of the notice. If the claim/dispute is successful, we will reimburse you by way of cheque or electronic credit to your nominated account.



DIRECT DEBIT REQUEST – BANK ACCOUNT
Request to establish Debit Authority in the Direct Debit System

Your Details

Insert name in full and if company, its
ABN

I/We *(Surname / Company or Business Name)* *(Given Name / ACN Number)*

Insert your address details

Address:

Postcode:

Authorise **Sydney Markets Limited (APCA ID#019116)**, until further notice in writing, to arrange for funds to be debited from my/our account at the Financial Institution identified and as described in the Schedule below, any amounts which **Sydney Markets Limited** may debit or charge me/us through the Direct Debit System.

Insert your SML account number
(as it appears on your invoice /
statement)

Identified by Reference Information: *(SML Customer Account Number)*

The Schedule

Details of Account to be
debited

Account held in the name of:

Financial Institution's BSB: _____ - _____

Account Number: _____

Details of Financial Institution

Financial Institution's Name:

Insert the name and address
of the Financial Institution at
which your account is held.

Address:

Note: Direct Debiting is not available on the full range of accounts. If in doubt, please refer to your Financial Institution.

Direct Debit Request Authorisation

I/We have read the "Customer Service Agreement" that accompanies this form and acknowledge and agree with its terms and conditions.

I/We request this arrangement to remain in force in accordance with details set out in the Schedule described above and in compliance with the "Customer Service Agreement".

Customer(s) Name:

Customer(s) Signature:

Date:

When completed, please return this form to:
Accounts Receivable, Sydney Markets Ltd
P O Box 2, Sydney Markets NSW 2129
OR FAX TO (02) 9325 6288



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CUSTOMER SERVICE AGREEMENT**

We, Sydney Markets Limited, note our commitment to you as the following:

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- We will provide written notice of any proposed changes to your drawing arrangement, providing no less than 14 days notice.
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- It is your responsibility to ensure at all times that sufficient funds are available in the nominated account to meet a drawing on the due date for payment.
- It is your responsibility to advise us if the account nominated by you to receive the drawings is altered, transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method, if the drawing arrangements are stopped, either by you or the nominated Financial Institution.
- It is your responsibility to meet any charges resulting from the use of the Direct Debit System. This may include fees charged to us as a result of returned drawings.

You may request to defer or alter the agreed drawing schedule by giving written notice to us; such notice should be received by us at least 10 business days prior to the due date.

You may stop your individual debit by giving written notice to us; such notice should be received by us at least 10 business days prior to the due date.

You may cancel the Direct Debit arrangement at any time by giving written notice to us; such notice should be received by us at least ten (10) business days prior to the due date. Your nominated Financial Institution is unable to cancel your Direct Debit Arrangement.

All transaction disputes, queries, and claims should be raised directly with us. We will provide a verbal or written response within 20 business days from the date of the notice. If the claim/dispute is successful, we will reimburse you by way of cheque or electronic credit to your nominated account.

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SYDNEY MARKETS

I Acknowledge that I have,

A.B.N. 51 077 119 290

1. Received a copy of the Market Rules booklet
2. Received the WHS Documentation
3. Completed the Direct Debit Forms
4. Downloaded the SML Traders App

By signing here, you agree to have read and understood the Terms & Conditions of this application.

Buyer Signature:

Date:

Approved by:

Comments: *(Internal use only)*

Property Manger:

Head of Operations:

Date:

Date:



Warehouse Application to Erect Signage

Applicant Details:

Company Name:

Trading Name:

Location:

Contact Name:

Contact No's:

Telephone

Mobile

Facsimile

Email Address:

Date Signage to be Erected:

- | | |
|--|---|
| <p>1. On change of ownership of tenancies the new owner has a period of 21 days to change the signage.</p> <p>2. All Wholesale and Warehouse tenants are to erect a sign above the premises displaying the legal entity and/or the trading name of the business occupying the premises</p> <p>3. All proposed signage requires this Application for Approval to be lodged with Sydney Markets Limited (SML) prior to the erection of any sign.</p> <p>4. All signage:</p> <p>(a) Must be in keeping with other signage on the building, having regard to size and placement;</p> <p>(b) Must be of sound construction;</p> <p>(c) Must be erected in a professional and workman-like manner;</p> <p>(d) Must not advertise any business or product other than that of the legal entity and/or trading name of the tenant/s occupying the premises;</p> <p>(e) Must not be offensive in nature;</p> <p>(f) Must not affect any services or interfere with</p> | <p>the structural integrity of the building;</p> <p>(g) must be maintained to a standard acceptable to SML</p> <p>5. Any penetrations of the outer building must be sealed to prevent water ingress.</p> <p>6. Repairs or maintenance of the sign are the responsibility of the tenant.</p> <p>7. Damage caused by the sign must be made good by the tenant.</p> <p>8. Should the sign be removed in the future, the building wall must be made good.</p> <p>9. No fluorescent or back-lit signs permitted.</p> <p>10. Application Process:
Application submitted to the Property Officer

Final approval by the Head of Operations and the Head of Site Services

SML reserves the right, at the tenant's cost, to inspect, repair, maintain or remove any signage not in keeping with this policy.</p> |
|--|---|

Please attach a draft of the sign showing dimensions, design, colours etc.

Please Forward this form to The Property Officer, Sydney Markets Limited, Level 3 Market Plaza Building, Sydney Markets NSW 2170

Signed By: *(Wholesaler/Warehouse Tenant's Signature)*

Approved By: *(SML Officer's Signature)*

Print Name:

Date:

Print Name:

Date:



Electricity Supply Agreement

Us	Sydney Markets Limited ABN 51 077 119 290, of PO Box 2, Sydney Markets, NSW 2129
Discount	[]%
Term	[]Years
Usage	Less / More than 100 MWh per annum

The parties agree as follows:

1. DISCOUNT:

- 1.1 In consideration of you:
- (a) entering into this Agreement with us for the Term; and
 - (b) not terminating this Agreement prior to the expiry of the Term, you will receive the Discount on your applicable tariff for the Term. The Discount will be applied from the date of this Agreement.
- 1.2 The Discount will not apply to any other fees or charges payable by you under this Agreement, including any Additional Service Charges.
- 1.3 If you terminate this Agreement before the expiry of the Term, you must pay us the Early Termination Fee within 10 business days of receipt of a tax invoice.

2. STANDARD TERMS AND CONDITIONS

- You acknowledge that:
- (a) the Disclosure Document and the Standard Terms and Conditions form part of this Agreement;
 - (b) you received a copy of the Disclosure Document; and
 - (c) you have read and understood the terms of the Disclosure Document and the Standard Terms and Conditions.

3. GENERAL

- 3.1 In this Agreement:
- Disclosure Document** means the document containing the mandatory disclosure information required under the Conditions;
- Discount** means the percentage set out above (as varied from time to time);
- Early Termination Fee** is set out in the Pricing Schedule (as varied from time to time).
- Term** means the term set out above or as otherwise agreed or varied between the parties in writing;
- Standard Terms and Conditions** means the terms and conditions applicable to our supply of electricity available on our website at <http://www.sydneymarkets.com.au/index-electricity.asp>
- Tenant, you or your** means you, or a lessee, licensee and other occupant or party to a Lease; and
- We, us, our or ours means Sydney Markets Limited
ABN 51 077 119 290.
- 3.2 Any capitalised terms that are not defined in this Agreement are defined in the Standard Terms and Conditions.
- 3.3 The general terms and conditions and the interpretation rules contained in clauses 13 and 16 of the Standard Terms and Conditions apply to this Agreement.

Please Sign here as your acceptance of this agreement:

Dated:

SYDNEY MARKET LIMITED ABN 51 077 119 290

Signature of Authorised Officer:

Office Held:

Name of Authorised Officer: *(Print)*

TENANT Name: ACN/ABN

Signature of Authorised Person:

Office Held:

Name of Authorised Person: *(Print)*



Disclosure Document

In this Disclosure Document, “us”, “we” or “our” means “Sydney Markets Limited ABN 51 077 119 290” and “you” or “your” refers to you being the purchaser of the electricity supply from us.

This document contains important information applicable to your agreed purchase of electricity from us.

We must disclose the information contained in this Disclosure Document to you at the start of your tenancy and at any time on request by you or the Australian Energy Regulator (“AER”).

1. Sydney Markets is an “Exempt Seller”

- 1.1 All electricity within the Markets is transmitted and distributed using our privately owned embedded network (“Network”).
- 1.2 We purchase electricity from a distributor in bulk and onsell this electricity to you and other occupiers in the Markets.
- 1.3 Under the National Energy Retail Law, all onselling within a private network must be undertaken by:
- (a) an authorised retailer (“Retailer”); or
 - (b) the holder of retailer exemption (“Exempt Seller”), registered with the AER.
- 1.4 We are registered as an Exempt Seller.

2. Your Rights and Protections

- 2.1 As a customer of an Exempt Seller, you have certain protections and rights that are set out in this Disclosure Document and the applicable conditions as referred to below.
- 2.2 These protections and rights are different to those that you would have if you purchased electricity from a Retailer.

3. Applicable Conditions

Retailer conditions do not apply to Exempt Sellers. Instead, we must comply with the conditions that apply to the “R1” and the “R5” exemption classes. These conditions are available on the AER’s website at www.aer.gov.au

4. Your Right to Choose Your Electricity Supplier

- 4.1 You are not obliged to purchase your electricity from us. You are entitled to choose who supplies you your electricity and you may elect to change at any time.
- 4.2 We will not discourage, unreasonably hinder or prevent you from exercising your choice or ability to find or obtain an electricity supply from a Retailer.
- 4.3 If you do elect to purchase your electricity from a Retailer, you should be aware that:
- (a) if you entered into an agreement for a fixed term with us and elect to change suppliers before the expiry of the term, an early termination charge may be applicable; and
 - (b) you must continue to pay us the network fee to enable you (and the Retailer) to access and use our Network (as varied from time to time); and
 - (c) the Retailer must provide you with an electricity meter to be installed at your supply address.

5. What You Will Be Charged

- 5.1 You must pay us for your supply of electricity at the relevant tariff together with the other fees and charges which are set out in the Pricing Schedule attached to this Disclosure Document.
- 5.2 We will provide notice to you of any change in your tariff, fees and charges as soon as practicable, and by no later than by your next bill.

6. Complaints and Dispute Resolution

- 6.1 In the event that you are not satisfied with our supply of electricity to you, you may contact us to enable us to resolve your complaint on the below contact details:

Telephone (Business Hours): (02) 9325 6225

Email: siteservices@sydneymarkets.com.au

- 6.2 We will make reasonable endeavours to resolve your complaint in a timely, effective and professional manner.
- 6.3 If we are unable to resolve your complaint to your reasonable satisfaction, you may contact the Ombudsman who will facilitate the resolution of your dispute free of charge and may make a binding decision in respect of the issue.

- 6.4 The Ombudsman’s contact details are as follows:

Telephone: 1800 246 545 (Free call)

Other contact details and further information is available on the Ombudsman’s website www.ewon.com.au.

7. In the Event of a Fault or Emergency

If you experience a supply fault or failure or in an emergency, please contact us on the below contact details:

Telephone (Business Hours): (02) 9325 6225

Telephone (24 hours): 0409 325 232 (Mobile rates apply)

8. Standard Terms and Conditions

Our supply of electricity to you is also governed by your lease, licence or other occupancy agreement and our Standard Terms and Conditions which are available on our website at <http://www.sydneymarkets.com.au/index-electricity.asp>