



PERTH MARKETS

PERTH MARKETS GROUP LIMITED

(PMG)

SITE RULES

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SECTION 1

INTRODUCTION

- (a) Perth Markets Group Limited ABN 25 633 346 184 and its relevant subsidiary entities (together “PMG”) are the owner and operator of the Perth Markets (“The Site”). These Rules (“Site Rules”) are issued by and on behalf of each relevant member of PMG in accordance with their respective interests in the Site.
- (b) These Site Rules are intended to:
 - (i) provide, without limitation, rules and requirements relating to Site access, traffic management, conduct on site, environmental management, compliance with laws and regulations and Remedial Actions for Non-Compliance.
 - (ii) minimise the risk of loss, damage, death or injury being sustained to Persons or property at the Site and promote the safe, effective and efficient operations of the Site; and
 - (iii) facilitate the efficient and effective transacting of business on the Site having regard to the interests of all Persons using the Site as a whole.
- (c) These Site Rules apply to Tenants and all other Persons entering the Site who, by virtue of entry, agree to be legally bound by and to comply with the same.
- (d) All Tenants of the Site must ensure that their Tenant Employees, Contractors and Visitors comply with these Site Rules. Accordingly, all Tenants are responsible and liable together with their Employee, Contractor or Visitor for breaches of any of the Site Rules by their Employee, Contractor or Visitor.
- (e) The Guides, the Traffic Management Plan and the Site General Conditions of Entry (refer Schedule 1) are deemed to form part of these Site Rules and as such each Person must comply with all such guides and plans.

The current Guides as at the date of adoption of these Site Rules are as follows:

- (i) Site Access.
 - (ii) Conduct on site.
 - (iii) Key Market Rules.
 - (iv) Traffic Management and Parking.
 - (v) Forklift Operations.
 - (vi) Buyers, Growers and Transporters.
 - (vii) Non-Compliance.
- (f) PMG may vary, modify, or augment the Site Rules and Guides, from time to time at its discretion. Any changes will be effective ten (10) Business Days following notice of the change being posted on the PMG website. PMG will also promptly give written notice to Tenants of any changes within seven (7) Business Days.
 - (g) PMG may set fees, charges and Sanctions as deemed necessary and appropriate for the safe and efficient operations of the Site and for remedial actions resulting from non-compliance with the Site Rules.
 - (h) Any Person, while on the Site, must comply with and observe all applicable laws, regulations and requirements of relevant local, state and federal governments and authorities.
 - (i) PMG and its Authorised Officers will exercise their powers and authorities under these Site Rules:
 - (i) in good faith; and
 - (ii) reasonably and proportionately, having regard to the intention stated in paragraph (b).
 - (j) To the extent to which a provision of these Site Rules and Guides are in conflict with any Tenancy Agreement then the Tenancy Agreement is to be interpreted to have priority over Site Rules and Guides to the extent of such conflict, then the relevant Site Rule or Guide will be read down and construed accordingly to the intent to which it may otherwise have applied with respect to that Tenant.



- (k) To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

SECTION 2 **ACCESS CONTROL**

2.1 REQUIREMENTS FOR ACCESS CONTROL

- (a) Access to the Site is limited to:
- (i) persons who are issued with Site Access Cards in their name;
 - (ii) access approved Visitors;
 - (iii) access approved Contractors; and
 - (iv) access approved Vehicles.
- (b) A Person or Vehicle entering the Site must at all times comply with the terms and conditions contained in these Site Rules, Site Guides and the Site General Conditions of Entry.
- (c) A Person entering Site may, at any time, be subject to Drug and/or Alcohol screening in line with the *PMG Management of Alcohol and Other Drugs Plan*.
- (d) Access to the Site is available in the following ways:
- (i) Vehicle
 - (a) Vehicle access to the Site is by way of two entrances:
 - a. Main Entrance Gate House on Bannister Road; and
 - b. Baile Road Entrance.
 - (b) Access will only be granted to the Site for legitimate Site usage and subject to compliance with the Traffic Management and Parking Guide.
 - (c) Tailgating by Vehicles through the boom gated entrances is strictly prohibited.
 - (d) All occupants of a Vehicle must either
 - (i) be in possession of a Site Access Card and register their entry to Site; or
 - (ii) register at the Main Entrance Gatehouse or PMG reception and apply to have access granted to Site.
 - (e) Any Vehicle with an occupant not authorised to enter the Site will be denied access to the Site (Site Guide 01, Site Access Guide refers)
 - (ii) Pedestrian
 - (a) A Person with a Site Access Card may access the Site through designated pedestrian gates around the Site. A Person must swipe their Site Access Card at the Proximity Reader at each entrance point to gain access to the Site.
 - (b) Pedestrian access through the Vehicle entrances is strictly prohibited (other than as an occupant in a Vehicle).
 - (c) A Person who does not hold a Site Access Card must register at the Main Entrance Gatehouse or PMG reception and apply to have access granted to Site. (Site Guide 01, Site Access Guide refers)

2.2 WITHDRAWAL OF SITE ACCESS CARDS

- (a) PMG may withdraw, suspend or cancel a Site Access Card or Vehicle Access permit, deny any Person or Vehicle access to the Site or require a Person to vacate the Site or remove a Vehicle from the Site if the Person or Vehicle:
- (i) is in contravention or non-compliance with these Site Rules; or
 - (ii) in the opinion of PMG, (in the case of a Person) is not a suitable or a fit and proper Person to hold a Site Access Card or gain access to the Site, or (in the case of a Vehicle) is not a suitable or fit and proper Vehicle to be entitled to enter the Site.



2.3 SPECIAL RESTRICTIVE POWERS

- (a) In circumstances of a declared pandemic, national emergency (whether in fact or in law) or other general health critical circumstances PMG, acting in good faith, including to assure bio-security integrity and occupational health and safety protections for the Site and users of the Site, may:
 - (i) declare the Site or any designated part/s of the Site a restricted access area/s; and
 - (ii) exclude designated person/s or category/s of person/s or vehicle/s from such declared restricted access area/s.
- (b) Upon exercise of the power under this rule, PMG will promptly communicate the same to all Tenant and other relevant users of the Site within 24 hours.

2.4 MANDATORY VACCINATION

Where any Mandatory Vaccination is legislated, or PMG has deemed (to ensure the safe and efficient continued operation of The Site) that Mandatory Vaccination be a condition of entry, entry to Site will only be permitted to a Person upon satisfactory proof of current full vaccination in line with Department of Health regulations and the Health Act, or Public Health order Direction

2.5 GENERAL PUBLIC ACCESS DAYS AND PUBLIC MARKETS

PMG may set days and times and conditions for General Public Access days to be held on the Site or any part of the Site in accordance with the Site Access Guide.

SECTION 3

BUSINESS OPERATIONS

3.1 TENANT BUSINESS

- (a) All Tenants and Licensees must comply with all relevant provisions of their Tenancy/License Agreement/Lease.
- (b) All Tenants and Licensees must contain their business operations within the boundaries of their tenanted or licensed area as defined in their Tenancy/License Agreement/Lease.
- (c) All tenants and Licensees must follow the requirements and conditions of operation as outlined in the Site Rules and Guides.

3.2 WASTE TRANSFER STATION

- (a) The PMG Waste Transfer Station (“WTS”) operates during set operating hours determined from time to time by PMG. Operating hours and any changes to them will be communicated by PMG to Tenants and other relevant Site users.
- (b) All waste delivered to the WTS must be segregated and delivered to the WTS delivery point in the appropriate PMG colour coded bins.
- (c) Any waste delivered not correctly segregated will be charged at the ‘General’ rate

3.3 COMMON AREAS

PMG reserves control over the Common Area and may:

- (a) install, maintain, modify and or remove lighting;
- (b) monitor, amend and enforce rules, signage, line markings and give directions in relation to the use of the Common Area;
- (c) change the size, area, location or usage provisions of a Car Park or other facility;
- (d) control Vehicle movement and safety;



- (e) temporarily block, alter, restrict access or close any part of the Common Area; and
- (f) change the flow or direction of Pedestrian and Vehicle traffic into, out of, and around the Market.

SECTION 4

CONDUCT

4.1 AUTHORISED OFFICERS

- (a) PMG from time to time may appoint and remove Authorised Officers to monitor compliance with these Site Rules and to exercise powers conferred upon Authorised Officers by these Site Rules.
- (b) Authorised Officers have delegated authority from PMG to:
 - (i) enforce these Site Rules;
 - (ii) assess whether or not in their bona fide opinion Persons or Vehicles are in compliance or otherwise with these Site Rules;
 - (iii) communicate to Persons on the Site or seeking access to the Site their assessment under (ii) above;
 - (iv) direct Persons on the Site to desist from breaching these Site Rules including (as applicable) to caution Persons to ensure compliance with the Site Rules;
 - (v) issue a warning to Persons on the Site who in their assessment under (ii) above has not complied with the Site Rules;
 - (vi) withdraw, Suspend or Cancel Site Access or authority for a Vehicle to access the Site for multiple or serious breaches of the Site Rules subject to the Non-Compliance Guide; and
 - (vii) require all Persons or Vehicles subject to a decision under (vi) above to promptly vacate the site.
- (c) Authorised Officers may exercise their authority in writing or verbally, each of which is to be complied with equally.

4.2 OBEY AUTHORISED OFFICERS

- (a) Every Person while on the Site or when seeking access to the Site must:
 - (i) Promptly obey all lawful instructions, directions and communications given or made by PMG or an Authorised Officer;
 - (ii) On the request of an Authorised Officer,
 - (a) produce their Site Access Card or any permit, license or other authority as required under these Site Rules (including for a Vehicle in the case of a Person in charge of a Vehicle).
 - (b) provide their name, address and contact details, and if requested, that of their employer if they are attending the Site as part of their employment.

4.3 UNLAWFUL ACTS AND PROHIBITED CONDUCT

- (a) A Person must not, while on the Site commit any unlawful acts, or do or not do anything, or undertake or occupy any Common Area for activities, that are in breach of the Site Rules.
- (b) All Site users must comply with the requirements outlined in the "Conduct on Site Guide".
- (c) PMG reserves all rights to:
 - (i) carry out an investigation to establish if any offence has been committed and take appropriate action in line with Site Rules and associated Guides;
 - (ii) report any prohibited or unlawful acts committed within the Site to the Western Australia Police Service and/or any other relevant authority;
 - (iii) use Artificial Intelligence (AI) in CCTV or other form for the detection and reporting on non-compliance of these Site Rules; and
 - (iv) provide any CCTV footage or other recordings to the Western Australia Police Service



and/or any other relevant authority.

SECTION 5

TRAFFIC MANAGEMENT

5.1 TRAFFIC MANAGEMENT PLAN (TMP) AND RULES

- (a) Rules and requirements commensurate with those applicable under the WA Road Traffic Act 1974 (WA) and the Road Traffic Code (2000) are incorporated in these Site Rules so as to apply to the Site.
- (b) Each Person operating a Vehicle (including Forklifts or any other equipment) on the Site must comply with the requirements mentioned under (a) above, the Traffic Management Plan, the Traffic Management and Parking Guide and all Site signage, giving due care, attention and consideration for other Persons using the Site.
- (c) Each Person operating a Vehicle (including Forklifts or any other equipment) must comply with all applicable signs on site relating to speed limits, turnings and traffic flow and including as outlined in the Traffic Management Plan.

5.2 PARKING

- (a) Parking on the Site is restricted to the terms and conditions set out in the Traffic Management and Parking Guide.
- (b) A Person must not park or leave a Vehicle (including Forklifts) in any area on the Site unless the Vehicle is parked in a Designated Parking Bay for such purpose and only after payment of any applicable fee prescribed by PMG.
- (c) It is prohibited for a Person to park any Vehicle (including forklifts) in any manner that blocks access or creates an obstacle (physical or visual) to fire exits, emergency equipment, pedestrian crossings, footpaths, walkways, car parks or roads.

5.3 PEDESTRIANS

Pedestrians must use designated walkways and Road crossings where marked and have reasonable regard for their own and others safety, and the movement of vehicles (including Forklifts or any other equipment) when moving about the Site.

SECTION 6

FORKLIFT OPERATIONS

6.1 FORKLIFT OPERATIONS

All Forklifts must be operated in accordance with the Forklift Operating Guide, Traffic Management and Parking Guide, Traffic Management Plan and these Site Rules and Guides.

6.2 FORKLIFT OPERATING REQUIREMENTS

- (a) All Forklifts operating on Site must:
 - (i) be registered with PMG in accordance with Forklift Operating Guide;
 - (ii) be in good working order and free from any material operating, safety or other defects;
 - (iii) hold a current "inspection certificate" supplied by an authorised 3rd party;
 - (iv) be covered, as a minimum, by adequate Third-Party insurance to cover accidents on the Site involving the Forklift.

6.3 FORKLIFT OPERATOR REQUIREMENTS

- (a) A Person must not use a Forklift, or permit a Forklift to be operated within the Site unless the Forklift Operator:
 - (i) is the holder of a valid certificate of competency and any other license or permit required



under any law;

- (ii) has successfully completed a PMG Forklift Safety Induction or an annual PMG Forklift Refresher Course within the last 12 month period; and
- (iii) is the holder of a valid Site Access Card and Forklift Operators Permit issued by PMG in line with Forklift Operators Guide.

6.4 FORKLIFT REFUELING

- (a) All forklifts using the on Site LPG refueling station, must be refueled in accordance with the requirements of the regulating station operator.
- (b) Any person operating an LPG dispenser must be appropriately trained. It is the employers responsibility to ensure the person is properly trained in accordance with the LPG dispensing manual provided to the employer.

SECTION 7

WORK HEALTH AND SAFETY (WHS) AND ENVIRONMENT

7.1 WHS

All Persons entering the Site must comply with all applicable requirements and practices under the WHS.

7.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- (a) All Persons accessing the Site must, as a condition of entry, always wear High Visibility Safety Gear (HVSG), enclosed footwear and PPE while on the Site.
- (b) The General Public is exempt from the requirement of wearing PPE and HVSG when entering restricted access areas of the Site during the designated General Public Access days and other times as set by PMG.

7.3 ENVIRONMENTAL REQUIREMENTS

Any Person, while on the Site, must comply with and observe all applicable laws, regulations and requirements of relevant local, state and federal governments and authorities, relating to the environment and environmental practices, hygiene, bio-security, waste, water usage and the general presentation and cleanliness of the Site as well as any applicable Site Rules, Guides and policies published by PMG to reasonably better assess environmental standards on the Site.

SECTION 8

INCIDENTS, ACCIDENTS AND REPORTING

8.1 INCIDENTS AND ACCIDENTS

- (a) Any Person involved in any accident, incident or near miss involving property damage or personal injury within the Site (whether or not it involves material injury to or death of a Person or material damage to property) must notify PMG reception, Main Entrance Gatehouse or an Authorised Officer of the details of the accident or incident.
- (b) Failure or refusal to report incidents and accidents may be deemed a breach of the Site Rules and Guides (Site Guide 07 – Non-Compliance Guide refers)

8.2 REPORT RISKS

Persons must immediately report to PMG reception, Main Entrance Gatehouse or an Authorised Officer, any material risk or hazard they become aware of (for example: a fire, petrol or chemical spill, LPG leak, bomb threat, infectious disease or pest detection or outbreak or material risk thereof) affecting any part of the Site or anyone in it.

8.3 EMERGENCY AND EVACUATION PROCEDURES

- (a) Every Tenant, Tenant Employee, Buyer, Contractor, Vehicle Operator, Transport Operator and any



Visitor to Site must, when on the Site:

- (i) comply with all statutory requirements; and
 - (ii) make sure that they are familiar with PMG's safety and emergency procedures; and
 - (iii) take part in any fire or emergency drill set by PMG.
- (b) Every Tenant must provide and maintain within their Tenancy Area fire suppression equipment as required or recommended under the appropriate Standards or Codes or as reasonably designated by PMG in accordance with their Lease or Licence.

SECTION 9

NON-COMPLIANCE WITH SITE RULES

9.1 WARNINGS

An Authorised Officer may issue a warning notice (verbally or in writing) to any Person for non-compliance with the Site Rules.

9.2 REMEDIAL ACTION

- (a) PMG may impose, on a non exhaustive basis, Sanctions, Remedial Actions or special requirements (including Costs) upon a Person, or limit a Persons or Vehicles access to the Site, or any part thereof, with a view to minimising the risk of loss or damage arising from any non-compliance with these Site Rules or Guides in accordance with the Enforcement of Site Rules Guide.
- (b) Potential Sanctions and Remedial Actions may take the form of:
- (i) Suspension from Site for a period considered necessary by PMG in its sole discretion, which may be permanent);
 - (ii) withdrawal of Site Access Cards
 - (iii) require the exclusion of a Person in a Vehicle from the Site including the immediate vacation and leaving of the Site;
 - (iv) require the removal of a Vehicle and/or property from Site at the cost of the breaching party; and/or
 - (v) require payment to be made to compensate for any damage, cost or liability suffered by PMG in respect of enforcing the Site Rules or otherwise making good any damage resulting from the breaching party

9.3 SUSPENSION OR WITHDRAWAL OF ACCESS

- (a) In the event that a Person fails to comply with these Site Rules or in the event a Vehicle is, or is operated in contravention of these Site Rules, PMG may, without limiting any other rights and on a non exhaustive basis;
- (i) suspend, cancel or withdraw that Person's Site Access Card for a period considered necessary by PMG in its discretion;
 - (ii) suspend, cancel or withdraw their Vehicle's Access to Site,
 - (iii) take other remedial action in accordance with these Site Rules and the Non-Compliance Guide.
- (b) PMG is under no obligation to issue a warning to any Person, or with respect of any Vehicle, before acting in the terms of 9.2 or 9.3 above where PMG, in its absolute but bona fide and rationally determined discretion, considers the circumstances to warrant.

SECTION 10

LIABILITY AND COMPENSATION

10.1 LIMITS OF PMG'S LIABILITY

To the greatest extent permissible by law, PMG and any PMG Employee, Authorised Officer and



Agent, in the bona fide monitoring and enforcement of the Site Rules, are not liable for anything they may do or omit to do or for any loss or damage to any Vehicle, Property or Goods, or death or injury to any Person howsoever caused.

10.2 RISK, RELEASE AND INDEMNITY

- (a) Each Person who enters the Site:
 - (i) enters the Site at their own risk;
 - (ii) releases PMG, its Authorised Officers, PMG Employees and agents against any claim by or on behalf of that Person arising from any loss, damage, death or injury to that Person or any property of that Person due to that Person's use of or presence at the Site;
 - (iii) indemnifies each of PMG, its Authorised Officers, employees and agents against any Claim arising from any:
 - (a) loss, damage, death or injury to any property or Person in or about the Site caused or contributed to by any act or omission of that Person or any use of or presence at the Site by that Person;
 - (b) negligence of that Person;
 - (c) breach of the Site Rules, and/or
 - (d) any combination of those things.
 - (iv) must pay to PMG on written demand therefore any insurance excess, deductible or shortfall payable by PMG for any insurance Claim made, if the Claim arises because of any act, omission, neglect or default of the Person; and
 - (v) acknowledges that the terms of the indemnity in this Section do not in any manner limit or vary any indemnities given by a Tenant under the terms of their Tenancy Agreement.

10.3 PRIVACY

- (a) Each Person who enters the Site acknowledges and agrees to comply with the principles followed by PMG as outlined in the PMG Privacy Policy.
- (b) A copy of the PMG Privacy Policy is available at www.perthmarket.com.au
- (c) Each such Person acknowledges that PMG utilises closed circuit technology and/or other surveillance technology on and about the Site and consents to PMG collection of recordings, together with the use and disclosure of recordings as required by PMG including in the terms of these Site Rules.

SECTION 11

INTERPRETATION AND DEFINITIONS

- (a) This clause applies unless the context otherwise requires.
- (b) Each obligation of two or more Persons is made jointly by all and severally by each such Persons.
- (c) References to a thing include the whole and any one or more parts of the thing.
- (d) References to any Party include:
 - (i) Any one or more or all the Persons comprising the relevant Party; and
 - (ii) each personal representative of the relevant Person; and
 - (iii) each successor and permitted assign of the relevant Party.
- (e) References to "writing" or words of a similar effect include printing, typing, electronic mail, facsimile and all other means of reproducing words in a visible form.
- (f) References to "month" mean calendar month.
- (g) Words denoting a gender include each other gender as well as a Person who does not identify with a gender; words denoting the singular number only include the plural number and vice versa;



and words denoting an individual include a corporation and vice versa.

- (h) All payments of money to PMG must be made in Australian dollars or other immediate bank transfer in the manner reasonably required by PMG without any deduction or set off whatsoever.
- (i) All documents referred to in the Site Rules are available on the PMG website (www.perthmarket.com.au) or by contacting Perth Market directly.
- (j) In these Site Rules, unless the context otherwise requires and where used in these Rules the following terms (or grammatical definitions of them) have the meanings scribed following the term.

Access Approved means Persons who are authorised by PMG to enter the Site including those who have been provided with a Site Access Card or Vehicle Access permit.

AOD means the simple abbreviation for the phrase or term “Alcohol and Other Drugs”

Authorised Person means any Person authorised by PMG to act on PMG’s behalf in the performance of any act, discretion or duty with respect to these Site Rules and includes the CEO and each Market Officer or Person as designated by the CEO.

Authorised Tester means a person who is qualified to carry out testing in accordance with AS/NZS 4308 - 2008 and /or AS3547:2019 and is authorised by the CEO to complete that task.

Benzodiazepines means Oxazepam, temazepam, flunitrazepam, diazepam, nitrazepam, clonazepam and their metabolites.

Bicycle means any Vehicle having two or three wheels and designed for propulsion by human power and also includes such vehicles powered or assisted by battery / electric power.

Business Day means any day other than a Saturday, Sunday or public holiday in Western Australia.

Buyer means a Person to whom PMG has issued a current Buyer category Site Access Card to conduct buying activities at the Site.

Buyer Access Hours means the hours determined by PMG during which a Buyer may have access to the Site.

Cannabinoid means a class of chemically related compounds found in or extracted from the marijuana Plant. Tetrahydrocannabinol (THC) is predominately the compound and the major psychoactive substance of this class.

Central Trading Area or CTA means that part of the Site designated as such by PMG from time to time.

CEO means the Chief Executive Officer of PMG.

Chain of custody means a series of procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposal of the specimen.

Children or Child means any young Person under the age of 18

Claim includes any legal proceeding, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

Collection site means a place where individuals present themselves for the purpose of providing a specimen of their urine or oral fluid to be analysed for the presence of drugs.

Collector means a person who has successfully completed a course of instruction for specimen collection and onsite screening (if applicable), handling, storage and dispatch of specimens and who has received a statement of attainment in accordance with The Australian Quality Training Framework or New Zealand Qualification Authority.

Common Area means those parts of the Site from time to time designated by PMG as being for common use of Tenants and Persons, subject to observance of these Site Rules.

Confirmatory test means a second analytical procedure that uses mass spectrometry to identify the presence of a specific drug or metabolite.

Contractor means a Person (other than as an employee of a Tenant or PMG) who is providing a service



to PMG, Tenants or Persons within the Site.

Cost means the amount reasonably determined and specified in writing by PMG as to the loss and damage suffered by PMG, or to be incurred by PMG in order to remediate the Site or to address non-compliance, as a result of a Person not complying with the Site Rules.

Customer means a Person who transacts with a Tenant or PMG for the sale or provision to that customer (whether as principal or as agent for another) of Services or Goods.

Cut off level means a value, expressed in µg/L, at or above which the drug is deemed to be 'detected' and below which the drug test is deemed to be 'not detected'

Designated Parking Bay means a space on the Site that is marked by a Sign to be a parking bay for approved parking of vehicles on the Site.

Designated Smoking Area means such area(s) of the Site designated in writing from time to time by PMG in which smoking of tobacco, other incendiary and vapor producing products is permitted.

Donor means any person who is required to submit a sample for an AOD testing.

Driver means the person in control or apparent control of a Vehicle on the Site.

Employee means all employees of MPGL and its contractors, sub-contractors and visitors

Employee Assistance Program means a program incorporating established procedures for the referral to specialist counselling services of Employees with personal problems, which may impact upon job performance.

False positive means a test result that incorrectly identifies a sample as non-negative with the target analyte not being present.

Fire Detection and Prevention Equipment means without limitation all fire extinguishers, manual call points, fire hose reels, fire alarms, fire indicator panels and any other equipment associated with fire detection and prevention.

Forklift means a Vehicle, designed to be equipped with pallet forks, that is commonly used for loading, unloading and transporting palletised Goods.

Forklift Operator means a Person who operates a Forklift on the Site.

Forklift Operator's Permit means a permit issued to a Forklift Operator by PMG for the operation of a Forklift on the Site.

Forklift Refresher Course means an annual refresher safety course conducted by or on behalf of PMG concerning (without limitation) the use and operation of Forklifts on the Site.

Forklift Safety Course means a course conducted by or on behalf of PMG concerning (without limitation) the use and operation of Forklifts on the Site.

Exclusion means the exclusion of a Person from the Site such that the Person will be prohibited from entering the Site and will have any Site Access Card issued to them suspended or cancelled for the duration of the exclusion period.

General Public means all members of the public other than a Tenant, Tenant Employee, Buyer, Transport Operator, Contractor or Visitor.

General Public Access Days means the days determined by PMG from time to time during which the General Public may have access to the Site.

Goods means fruit, vegetables, fresh produce, flowers and / or other products (included under the ancillary products provision under the lease) which are warehoused, sold and / or distributed at or from the Site from time to time in accordance with the permitted use under Tenancy Agreements or as set by PMG.

Guides mean those guides forming part of these Site Rules as referred to in Section 1, Paragraph (e).

HVSG means High Visibility Safety Garments which comply with AS 4602 or another higher Australian Standard and in particular:

- a Class D high visibility safety garment during daylight hours; and



- a Class N or Class DI HVSG which meets the requirements of AS 4602 “High Visibility Garments” and AS 1906.4 “Retroreflective Materials and Devices for Road Traffic Control Purposes” at night.

Licence Area means an area on the Site that PMG has granted a licence to a person to use from time to time.

LPG Refueling Facility means the Market West LPG facility at the Site as may be available to Persons including for the refueling of LPG Forklifts.

Illegal / Illicit Drugs means any drug which is unlawful to possess, consume or sell in the State of Western Australia or Commonwealth of Australia.

Initial test means an approved method used to presumptively identify a drug or class of drugs. This is also known as a screening test.

Laboratory means a place at which the analytical procedures for both the initial and, where necessary, the confirmatory test are used to identify and quantify the level of a specific drug or metabolite and undertaking analysis in accordance with AS/NZS 4308:2008

Laboratory sample means a sample as prepared for sending to the laboratory and intended for inspection and testing.

Market means an area in which commercial dealings are conducted or a regular gathering of people for the purchase and sale of provisions and other commodities.

Market Officer means a category of Authorised Person designated as such by PMG to monitor and administer compliance with these Site Rules.

Motorcycle means any motorised Vehicle having less than four wheels which does not exceed one tonne gross Vehicle mass.

Opiates means one of the classes of morphine-like compounds naturally occurring in the opium poppy including codeine, morphine and its synthetic derivative heroin.

Pallet Jack means materials handling equipment consisting of pallet forks on wheels that is commonly used in a warehouse to move palletised Goods and whether manual or motorized and whether with or without an operator.

Parking means the stopping of a vehicle on the Site, with the driver of the vehicle not remaining in the vehicle.

Party means a Party to a Tenancy Agreement.

Passenger means any natural person carried in or on a vehicle and includes the driver of that Vehicle.

Pedestrian includes any natural Person on the Site who is not at that time a passenger.

Pedestrian Crossing means a portion of a road that is marked with horizontal line markings which indicate that Pedestrians are permitted to or advised to cross most safely at this location subject to observing the flow of vehicular traffic and these Site Rules.

Pedestrian Walkway means a portion of the Site marked with line markings intended primarily to be used by pedestrians.

Person means any natural Person, body corporate, association, firm, business or partnership accessing or present on the Site.

Personal Protective Equipment or PPE when used in connection with a natural Person, means as a minimum, the wearing of HVSG and enclosed shoes.

PMG means Perth Market Group Limited ABN 25 633 346 184, and each of its subsidiary entities respectively, and its and their respective successors and assigns.

PMG Employee means each Employee engaged by PMG.

PMG's Insurance Provider means the company or companies that supply insurance in respect of PMG's business and corporate operations and risks, including without limitation public risk liability, occupational health and safety, workers compensation, property and infrastructure.



Post incident testing means a drug and alcohol test undertaken after a serious accident, incident, or near miss, or an incident that has a reasonable potential to cause an injury.

Principal means the Person designated as the Principal in the PMG Tenant Contact List (or if the Person is a body corporate, association, firm, business or partnership, this shall mean the Person in charge of the Tenancy and designated as the Principal in the PMG Tenant Contact List)

Private Vehicle means a Vehicle designed primarily for the conveyance of private passengers.

Qualified Person means someone who has completed the required training to complete the task

Reasonable cause testing (for cause) means targeted testing of an individual or group when there is evidence to support the belief that the individual or group are under the influence of drugs or alcohol.

Remedial Actions means the action(s) taken by or on behalf of PMG in respect of any breach of or non-compliance with these Site Rules.

Reserved Parking Bay means a Designated Parking Bay which has been allocated by PMG to a Tenant or Person for the parking of a specific nominated Vehicle(s).

Road means an area of the Site primarily set aside by PMG for use by Vehicles.

Sanction means a penalty for disobeying a Site Rule in order to reclaim costs incurred to process and / or rectify the breach and can be financial or otherwise.

Sell, Sale or Selling includes:

- barter or exchange;
- agree to sell, barter or exchange;
- offer or expose for sale, barter or exchange;
- send, forward or deliver for sale, barter or exchange;
- have in possession for sale, barter or exchange;
- cause or suffer to be sold, bartered, exchanged, offered for sale, exposed for sale or sent, forwarded or delivered for sale, barter or exchange;
- attempt to sell, barter, exchange, expose for sale or send, forward or deliver for sale, barter or exchange; or
- any combination of the above.

For the purpose of this definition, “sale” includes a sale that takes place from within the Site or at a location outside the Site.

Sign means any sign, signal, marking, light, or other visual device placed or erected or marked by PMG on the Site regulating the use of or conduct on the Site or designated areas of the Site, by Persons and/or Vehicles.

Site means all land and improvements owned and or operated by PMG within the fenced area designated by PMG and known as Perth Markets.

Site Access Card means a duly authorised and issued card, or identification means, for a designated Person to access and remain on the Site, subject to conditions which may be imposed in accordance with the Site Rules having regard to the type of Site Access Card issued, and that the Site Access Card has not expired, been cancelled or suspended.

PMG at its discretion may adopt new technology as part of a broader enhancement of the site Access Control system, reference to Site Access Card will also mean “Bluetooth/Mobile Credentials” an application that will be added to a Persons mobile phone that will undertake the same function and purpose of a Site Access Card.

Site General Terms and Conditions of Entry are the terms and conditions contained in Schedule 1 of these Site Rules, subject to variation by PMG from time to time.

Site Rules means these Site Rules, including any Guides, Schedules, amendments and variations made to them from time to time.

Site Induction means PMG’s Site Induction protocols (as determined from time to time by PMG) that must be completed by Persons who require a Site Access Card or the renewal of a Site Access Card to the Site.



Site Registered Vehicle means a Vehicle which has been granted authority or a permit to enter and remain on the Site, subject to conditions which may be imposed in accordance with the Site Rules having regard to the type of Site Registered Vehicle involved.

Tenancy Agreement means a lease, license, tenancy or other right of occupation entered into between PMG and a Tenant for the occupation and use of premises or space on the Site.

Tenancy Area means an area of land or building on the Site that is occupied or available for occupation by a Tenant under a Tenancy Agreement.

Tenant means any Person holding a Tenancy Agreement and includes any sub lessee or licensee of the Tenant.

Tenant Employee means a Person who is an employee, officer, manager or agent, Contractor or invitee of a Tenant.

Traffic Management Plan or (TMP) means the document approved by PMG, and which forms part of these Site Rules, that provides an overview and description of the traffic controls that apply to the Common Areas on the Site.

Trading Day means every day on which the CTA is open for trading as stipulated by PMG from time to time.

Trading Hours means the hours in each Trading Day when the CTA is open for trading, as stipulated by PMG from time to time.

Transport Operator means a Person who has control of a Vehicle with the purpose of delivering to and/or collecting Goods from Tenants on the Site.

Transshipping (see Key Market Rules)

Vehicle means any articulated vehicle, cab, car, carriage, cart, lorry, motor vehicle, Forklift, tractor or traction engine, trailer, trolley vehicle, truck, van, wagon, motorcycle, bicycle, or other means of transport or conveyance designed for movement upon wheels whether or not the same is capable of being operated or used in any other manner.

Visitor means a Person who is not a Tenant, Tenant Employee, Transport Operator or Buyer, already in possession of a valid Site Access Card and who seeks to enter the Site for a bona fide purpose of dealing with a Tenant, a Buyer or PMG and who seeks temporary access to the Site for that purpose.

Waste means any discarded, rejected, unwanted, surplus, discharged or abandoned liquid, material, product, Goods, rubbish or other similar substance.

Work, Health and Safety or WHS means the relevant State and Federal legislation, regulations and all applicable, codes of practice, policies and guides published by PMG to reasonably better assure WHS standards on the Site.

Worker means PMGL employees, contractors, sub-contractors and the onsite employees, contractors and subcontractors of tenants, delivery drivers, buyers, sellers and other persons conducting business on site.



SCHEDULE 1

SITE GENERAL TERMS AND CONDITIONS OF ENTRY TO THE SITE

All Persons entering the Perth Markets Site (“Site”) agree to comply with and be bound by the Site Rules, Guides and these General Terms and Conditions of Entry that relate to the Site (together “Site Rules”).

Persons wishing to enter or remain on the Site and who are not willing to comply with the Site Rules must refrain from entering the Site or must immediately leave the Site.

The Site is a privately owned industrial Site. All Persons entering the Site must be aware of the use of heavy transport Vehicles and Forklifts on this Site and exercise caution so as to take an appropriate level of care for their own safety and for the safety of others, as would be reasonably expected on an industrial Site.

The owner of the Site reserves the right, at its discretion, to refuse admission to any Person, or to require any Person already within the Site (other than a Tenant lawfully in execution of their Tenant rights) to leave the Site, for any reason.

It is a condition of entry to the Site that all Persons promote a safe operating environment by complying with the Site Rules.

YOU MUST:

- Carry Site Access Card, Mobile Credentials or Visitors Pass at all times.
- Comply with the Site Rules (which are available from PMG’s Reception and website) and associated Guides and Traffic Management Plan while on the Site.
- Obey lawful instructions of a Market Officer who is an Authorised Officer for the purposes of the Site Rules.
- Obey all speed limits, traffic rules, parking restrictions and signage.
- Crossroads at designated Pedestrian Crossings and use Pedestrian Walkways where these are available while walking through the Site.
- Beware of Forklift and other Vehicular activities.
- Park Vehicles only in Designated Parking Bays which you have authority to use and you consent to any Vehicle under your control and parked outside such Designated Parking Bays to be towed away (without notice and at the owner’s/Person’s expense) by PMG or a Person authorised by PMG for that purpose.
- Wear fully enclosed footwear and PPE in accordance with the Site Rules.

YOU MUST NOT:

(Unless otherwise expressly authorised to do so by PMG)

- Enter the Site except during times when your access is permitted.
- Ride skateboards, roller blades or scooters on the Site.
- Permit animals to enter the Site (registered guide, hearing or assistance dogs, as well as animals confined and controlled within covered Vehicles, excepted).
- Solicit or attempt to sell goods, products, or services from the Site or while you are on the Site unless you are a Tenant or are doing so on behalf of a Tenant or are authorised by PMG as a licensee to do so on General Public Access Days.
- Scavenge discarded meat, fruit, vegetables or other produce from the Site.
- Smoke in any non-Designated Smoking Area or as specified at law.
- Behave in an offensive or generally anti-social manner.
- Record any images of Persons or property without the prior consent of an Authorised Officer.

Closed circuit television and other surveillance technology is used within the Site for security purposes. In entering the Site, you consent to the collection, use and disclosure of any recordings stored by PMG for any of the purposes of protecting the rights and safety of yourself, other Persons and Property maintaining security and in the investigation of incidents, accidents or acts on the Site or its surrounds.



Each Person who enters the Site:

- enters at their own risk and releases PMG, its Authorised Officers, PMG Employees and agents against any Claim by or on behalf of that Person due to that Person's use of or presence at the Site; and
- indemnifies PMG, its Authorised Officers, PMG Employees and agents against any Claim arising from any loss, damage, death or injury to any property or Person in or about the Site caused or contributed to by any act or omission of that Person or any use of or presence at the Site by that Person or negligence of that Person or breach of the Site Rules or any combination of those things.