



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.

SITE GUIDE 01

SITE ACCESS GUIDE

1. PURPOSE

The purpose of the Site Access Guide is to outline the process and requirements for a person seeking authorised access to the Site whether as a pedestrian or in a Vehicle.

PMG may, at its absolute discretion, vary a Persons permitted right to access the site or any part thereof.

Words and terms defined in the Site Rules and used in this guide have the same meaning as prescribed to them in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. ACCESS CARD APPLICATION

- (a) If a Person seeks to access the Site more than one day a fortnight, a Site Access Card is required, and an application must be completed.
- (b) The following groups of Persons will be eligible to apply for a Site Access Card:
 - (i) Tenant / Tenant employee.
 - (ii) Buyer.
 - (iii) Grower / Supplier.
 - (iv) Transport Operator.
 - (v) PMG Employee.
- (c) Upon submission of an application,
 - (i) the Applicant expressly agrees to the Conditions of Entry set out in Schedule 1 of the Site Rules and;
 - (ii) the Applicant agrees to abide by the Site Rules and Guides.

3. ACCESS CARD APPLICATION PROCESS

- (a) The process for obtaining a Site Access Card is as follows:
 - (i) Submission of the Site Access Card or Bluetooth Credentials application form (and required documentation) by the applicant and/or company representative.
 - (ii) Completion of Site Safety induction(s) by applicant.
 - (iii) Completion of parking allocation application form by applicant and/or company representative (contractors exempt) if the applicant wishes to park a Vehicle on Site.
 - (iv) Submission of Forklift Operators Permit application and relevant documentation (if and as required).
 - (v) Successful completion of the Forklift Safety Induction (if and as required).
 - (vi) Payment of all fees by applicant and/or company representative.
 - (vii) Formal approval notification by PMG.
 - (viii) Photo of applicant and issuance of Site Access Card and associated documents.
- (b) If the applicant will be driving a Forklift on Site at any time, the applicant must also

complete a Forklift Operators Permit application as part of the Site Access Card application. See Site Rules Forklift Operators Guide.

- (c) Regular access to the Site will not be approved until the Site Access Card application is completed and a Site Access Card or Bluetooth Mobile Credentials issued.
- (d) Depending on the reasons for access and the business to be undertaken on the Site by the applicant, different information requirements may apply as part of the application.
- (e) Site Access Card s are approved for a period of 12 months at which time they must be renewed (See Section 9 below)

4. ADDITIONAL APPLICATION DOCUMENTATION

- (a) Tenants and Tenant Employees
 - (i) A Tenant and or Tenant Employee Site Access Card application form must be endorsed by the Tenant Principal or authorised company representative.
 - (ii) Evidence or confirmation of employment of a Tenant Employee must be provided with the application.
 - (iii) Evidence can include one of the following documents:
 - (a) A copy of the contract of employment or letter of appointment confirming the relationship between the Tenant and the Tenant Employee; or
 - (b) A declaration from a principal or tenant authorized representative confirming:
 - i. The Tenant Employee is employed by the Tenant in the ordinary course of the Tenant's business; and
 - ii. The Tenant Employee is not conducting and will not conduct any business either from or in a Tenancy Area, for or on behalf of any business (other than the business of the Tenant) in which the Tenant Employee holds an Interest.
- (b) Buyers / Suppliers
 - (i) A Buyers Access Application Form must include:
 - (a) Confirmation from Market West that they have registered as a buyer and provision of a current Buyer code.
 - (b) Application for a specific Buyer Parking Bay or Bays if required.
 - (c) Signed acknowledgement of Buyer obligations.
- (c) Contractors
 - (i) Any Contractor wishing to undertake work on the site whether for PMG or a tenant must complete the PMG Contractor Registration Process. (*See Contractor Registration Guide.*) for site access via the Rapid Global system.
 - (ii) Contractors must follow the Access Requirements as set out by PMG
 - (iii) Where PMG does not consent to a contractor's application for access approval, Contractors will not be permitted access to the Site or Tenancy Areas to conduct works.

5. CHILDREN

- (a) Any child up to the age of eighteen (18) years must be accompanied on the Site (unless employed by a Tenant) or prior approval from PMG is granted.

- (b) Tenants employing staff under the age of eighteen (18) must notify PMG and abide by all conditions as defined in the relevant legislation and the Site Rules.

6. RESERVED PARKING BAYS

- (a) Any Person bringing a Vehicle to Site must have a parking location for such Vehicle approved by PMG.
- (b) Persons may apply to PMG to reserve a parking location or specific reserved bay, conditional upon;
 - (i) Submission of parking application form;
 - (ii) Payment of the prescribed fee where applicable;
 - (iii) PMG approval notification; and
 - (iv) Person complying with the terms and conditions of the reserved parking location or specific bay.
- (c) If a Person is permanently excluded or otherwise has their Site Access Card revoked, any approval issued to that Person for a reserved parking location or bay in the Site is deemed to automatically end and is non-refundable.
- (d) The reserved parking location may be transferred to another person by PMG (subject to (a) and (b) above).

7. ACCESS TO THE SITE

- (a) All Site Access Card holders will have pedestrian access to the Site.
- (b) Vehicle access will be added to the Site Access Card where the Site Access Card holder has purchased a parking location, has been allocated parking by his employer, or has been approved by PMG.
- (c) Wholesale Retail Café access (trading hours) will be added to the Site Access Card and other types of access to site will be on a case-by-case basis.

8. ASSOCIATED DOCUMENTS ISSUED WITH AN APPROVED ACCESS CARD

- (a) Upon approval of the Site Access Card, a photo is taken of the applicant and a Site Access Card or mobile credentials is provided to the applicant.
- (b) An information pack (for the relevant access group as outlined below) will be provided to the Site Access Card holder with each new access card.
- (c) The following (or similar) will be issued with every Site Access Card:
 - (i) Conditions of Entry to Site.
 - (ii) Site Access Card Conditions (general and category specific).
 - (iii) Summary of Site Rules.
 - (iv) Site Safety Requirements Summary.
- (d) The following (or similar) documents will also be provided to the approved applicant:
 - (i) Forklift Operators
 - (a) Forklift safety summary sheet.

- (b) Forklift Operations Guide.
- (ii) Tenants / Tenant Employees
 - (a) Tenant Employee Obligations checklist.
 - (b) Traffic Management and Parking Guide.
- (iii) Buyers / Suppliers
 - (a) Copy of signed Buyer Obligation Form.
 - (b) Traffic Management and Parking Guide.
- (iv) Transport Operators
 - (a) Traffic Management and Parking Guides

9. RENEWAL OF ACCESS CARDS

- (a) Site Access Cards are valid for a period of 12 months.
- (b) 30 days prior to the end date, the Site Access Card holder and / or employer may be notified of the renewal date and requirements for renewal. However, it is the sole responsibility of the Site Access Card holder to ensure that their Site Access Card is renewed in a timely manner as required.
- (c) The process for renewal of access cards includes:
 - (i) Submission of a Site Access Card renewal form to PMG.
 - (ii) Submission of renewal forms for parking and/or forklift permits (as required).
 - (iii) Completion of safety refreshers as per the Site Access Card requirements.
 - (iv) Payment of annual fee(s).
 - (v) Once approved a new sticker with updated details will be applied to the card.
- (d) Any Site Access Card not renewed within one (1) calendar month of the renewal date will be deactivated and the holder will be unable to access the Site until the renewal process is completed.
- (e) Any Site Access Card not used to access the Site for a period of 12 months will be deactivated and the cardholder will be required to complete a new Site Access Card application.

10. LOST / RETURNED ACCESS CARDS

- (a) PMG must be notified when a Site Access Card is lost, stolen or not able to be located.
- (b) A fee will be charged for a replacement Site Access Card.
- (c) Upon ceasing to be employed on Site, all Site Access Cards MUST be returned to PMG.
- (d) Returned cards may retained for reissue by PMG. (subject to remaining authorised access period)

11. GENERAL PUBLIC ACCESS DAYS

(a) GENERAL PUBLIC ACCESS

The General Public can access the Site either as a bona-fide visitor, by payment of an entry fee during Public Market Days or when a General Public Access Day is prescribed by PMG.

(b) CONDITIONS OF ENTRY

All members of the General Public:

- (i) are required to take reasonable care for their own health and safety, follow safety signage and directions
- (ii) must not adversely affect the safety of others;
- (iii) must not leave designated public areas to attend other parts of the site which may be closed to the general public;
- (iv) shall not engage in any aggressive, abusive, anti-social behaviour or illegal activity; must follow and obey all road rules, speed limits, parking restrictions, signage and verbal instructions issued by staff of PMG.

(c) DAYS AND TIMES

- (i) General Public Access days and times can be prescribed for events, activities or other as determined by PMG.
- (ii) Public Market Days and times can change from time to time as required by PMG with reasonable notice to tenants and stallholders and the General Public.
- (iii) Any breaches of these conditions may result in the person being denied access to the Site and will be required to leave the site immediately.

12. SPECIAL CONDITIONS

- (a) In the event of a declared pandemic, national emergency or other general health critical circumstances, all general public entry will be conditional and may result in access to the site being restricted.

- (b) Conditions may include but are not limited to:

- (i) specific signage, temporary barriers and or fencing to ensure the safety of staff and other members of the public;
- (ii) requirement to gather in an orderly manner consistent with state and federal social distancing laws;
- (iii) ensure hygiene requirements such as hand sanitization is maintained and consistent with state and federal laws: and
- (iv) providing proof of vaccination (by certificate or other acceptable evidence) where applicable or lawfully requested.

SITE GUIDE 02

CONDUCT ON SITE GUIDE

1. PURPOSE

The purpose of this Conduct on Site Guide is to outline the expected behaviours by all users and Visitors (including the General Public) on the Site.

PMG may in its absolute discretion, immediately withdraw Site Access rights from any Person or Vehicle if the actions of the Person in PMG's bona fide belief materially adversely impact or risk the safety or health of any Person, or the lawful business of any Person on the Site.

Words and terms defined in the Site Rules and used in this Guide have the same meaning as prescribed in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. INSTRUCTIONS AND DIRECTIONS OF AUTHORISED OFFICERS

- (a) Each Person must obey all lawful instructions and directions given or made by an Authorised Officer while on the Site.
- (b) All Persons, on request by an Authorised Officer, must provide current details, including but not limited to producing as relevant and applicable a PMG Access Card, High Risk License, Driver's licence, proof of their identity, address and contact particulars and employer details.
- (c) If a Person does not have the required details readily available when the request is made, that Person must present the requested details within 24 hours (or as set by an Authorised Officer) to an Authorised Officer or PMG reception for recording.

3. CONDUCT

- (a) All Site users must not engage in dangerous, anti-social or otherwise offensive behaviour.
- (b) Tenants are responsible for the conduct and compliance of their Tenant Employees, Contractors and Visitors whilst on Site.
- (c) Any of the following behaviours or those outlined in the Site Rules or Site Guide Conditions of Entry could result in a Person's Site Access Card being suspended or cancelled and their being required to promptly vacate the site:
 - (i) interfere with, damage, vandalise, graffiti or wilfully abuse any property belonging to PMG, a Tenant or any other Person;
 - (ii) make use of or otherwise occupy any Common Area within the Site for activities not authorised or considered appropriate by PMG acting in its absolute discretion;
 - (iii) bring into, possess, control, drive or operate any unregistered or uninsured Vehicle on the Site if that Vehicle is required to be registered under any law to be driven on any public roadway;
 - (iv) drive a Vehicle while that Person is unlicensed to drive, or drive a Vehicle in an unsafe or dangerous manner (as determined by PMG or an Authorised Officer in

their absolute but Bona Fide discretion) or at a speed in excess of the speed limit signed as applying to the road;

- (v) engage in any unauthorised or unlawful act in respect of Pallets, bins or crates including but not limited to trading in Pallets, bins or crates owned by other Persons or the unauthorised removal or theft of the same;
- (vi) sell or deliver any goods that PMG has prohibited for sale at the Site;
- (vii) use any equipment including Forklifts, Vehicles or any other item without the authority of the owner or Tenant of that equipment;
- (viii) commit any unlawful act; or
- (ix) otherwise act in a manner which may (in the absolute but Bona Fide discretion of an Authorised Officer or PMG) adversely affect:
 - (a) the health or safety of a Person, themselves or the property of others; or
 - (b) the reputation of PMG, the Fresh Produce Industry or the broader community.

4. DISORDERLY BEHAVIOUR

- (a) A Person must not:
 - (i) assault an Authorised Officer or any other person
 - (ii) use abusive or insulting language to an Authorised Officer or any other person; or
 - (iii) behave in a disorderly manner or in a manner which causes or is likely to cause a nuisance, annoyance, risk or hazard to any other Person or Property.

5. SMOKING

- (a) A Person may only smoke on the Site within a Designated Smoking Area.
 - (i) Smoking within the CTA is strictly prohibited; and
 - (ii) A Person must not smoke where smoking is prohibited under law.

6. RESTRICTION ON USE OF ALCOHOL AND DRUGS

- (a) A Person must not:
 - (i) enter or remain in the Site while under the influence of alcohol or drugs;
 - (ii) bring any quantities of prohibited / illegal substances on to the Site or sell, supply, use, deliver, distribute or consume the same within the Site;
 - (iii) operate a Forklift, any Vehicle or any other commercial or industrial equipment under the influence of alcohol, any illegal or prohibited substances or any other substance (whether legal or not) which is likely to impair the Person's capacity to operate a Forklift or Vehicle in a safe and proper manner. (To avoid doubt, Drivers must not Operate a Vehicle or Forklift on the Site while their alcohol content is not within the permitted blood alcohol limits as set by the *Road Traffic Act 1974* (WA)).

7. RESTRICTION ON ANIMALS

- (a) A Person must not bring or allow any animal into the Site unless the animal is confined to the Vehicle of that Person.
- (b) This rule does not apply to an animal used for the purposes of guiding a blind Person or other approved service animals.

8. LAWFUL BUSINESS AND UNLAWFUL ACTS

- (a) A Person, whether in a Vehicle or not, shall not enter or remain on the Site or in any part thereof except for or in connection with a lawful purpose connected with the Site.
- (b) PMG reserves all rights to report any unlawful or potentially unlawful acts committed within the Site to the Western Australia Police or any other relevant authority.
- (c) Specifically, a Person must not while at the Site:
 - (i) receive goods which are consigned to another Person or unlawfully remove any general produce or other goods from the premises of a Tenant or from any other part of the Site;
 - (ii) engage or attempt to engage in any activity on Site which is not, in respect of that Person, a permitted use of the Site for that Person;
 - (iii) knowingly aid, abet or otherwise assist a Person in engaging or attempting to engage in an activity which, in respect to that Person, is not a permitted use of the Site for that Person;
 - (iv) steal or wilfully damage or destroy any property belonging to PMG or any other Person.

9. UNLAWFUL REMOVAL OF PRODUCE PROHIBITED

- (a) A Person shall not without authority of the owner of the goods remove any goods from the premises of a Tenant or from any other part of the Site.
 - (b) Items left in Buyers Bays after 12 noon on any day may be taken into the possession of PMG by an Authorised Officer who will then
 - (i) take all reasonable steps to contact the Buyer or Wholesaler in order to arrange return of the goods to the owner, or,
 - (ii) if no owner can be identified it will be disposed of via the Site Waste Transfer Station after 24 hours.
- PMG accepts no liability or responsibility to compensate any Person for such goods reasonably considered to be abandoned.

10. TOUTING, UNAUTHORISED SELLING

- (a) A Person must only sell goods or services:
 - (i) where that Person is authorised by PMG to conduct the sale of goods or services within the Site, or under the terms and conditions of any relevant Tenancy Agreement.
 - (ii) within the CTA sell any goods where that Person is a selling floor Tenant and is operating from their selling floor Tenancy area.
- (b) A Person, other than an employee of a Tenant or Licensee, must not Sell, offer for Sale or solicit business or cause or permit business to be solicited for any purpose in or upon the premises of a Tenant or Licensee and without the consent of that Tenant or Licensee otherwise than for or in connection with the business of that Tenant or Licensee.
- (c) A Person must not, without the prior written consent of PMG, buy or offer to buy in the Site any goods or merchandise except on and from a portion of the Site that are premises of a Tenant or Licensee.

11. SITE WORKS

- (a) Any Site works conducted in buildings that contain Asbestos Containing Materials or Insulated Panels can only be undertaken with the written consent of PMG and all works must be completed in accordance with the conditions of that consent.
- (b) Insulated Sandwich Panels must not be stored within a Tenancy Area.
- (c) A Person must not allow any Contractor to undertake any alterations or additions to their Tenancy or PMG's services or infrastructure without the written approval of PMG.
- (d) All Contractors undertaking on Site building work for a Tenant must register with PMG and comply with all PMG registration requirements before entering Site.

12. SIGNS

Placards, posters, advertisements, other sign boards, blinds, awnings, canopy, television or wireless antenna or mast can only be placed by or on behalf of a Tenant outside a Tenancy Area with PMG approval.

13. USE OF FIRE EQUIPMENT

A Person must not obstruct or interfere with fire hoses, hydrants, fire sprinklers, alarms and other security or emergency services and equipment or use or take water from any fire hose, hydrant or fire system for any purpose other than fighting fires.

14. CHEMICALS AND HAZARDOUS SUBSTANCES.

- (a) All chemicals and/or other hazardous substances and/or dangerous goods must be stored and handled in accordance with the current dangerous goods safety legislation, the appropriate Material Safety Data Sheet and/or other regulatory requirements and codes of practice.
- (b) A Person must not allow waste liquids, materials or hazardous substances to enter the storm water system or cause any other unlawful environmental impact.
- (c) Tenants must at all times keep and maintain an up-to-date Material Safety Data Sheet and Hazchem information for all chemicals and other dangerous substances within their Tenancy Area and produce the same on demand by an Authorised Officer.
- (d) Written approval for storage of flammable or combustible liquids must be obtained from PMG.

15. CLEANLINESS OF SITE

- (a) A Person must leave areas of the Site used by them in a clean state and remove all Waste and other rubbish at the end of each Trading day.
- (b) A Person must not dump, throw, deposit, or place (or cause to be dumped, thrown, deposited or placed) any waste in the Site, unless in a receptacle provided PMG for that purpose.

- (c) All bulk waste must be taken to the Waste Transfer Station and not placed in bins in the Buyer Bay areas.

16. WASH DOWN

- (a) Tenants and other Site users must not wash down any Vehicles, appliances, equipment or materials in the Common Area without written approval from PMG.
- (b) The wash down of Vehicles, equipment or materials is only to occur in areas specifically designed for such a purpose and at the times specified by PMG. For clarity, Tenancy Areas are required to be fitted with Australian Standard compliant industrial Waste separation devices for any wash down activity to occur within a Tenancy Area.
- (c) PMG may charge a fee for the usage, maintenance, and cleaning of such wash down facilities.

17. FOOD SAFETY

A Person who sells food or food products must always comply with all relevant laws, regulations and permits in regard to the safety of food. This requirement also applies to General Public Access Days and stallholders on Site who sell food products.

SITE GUIDE 03

KEY MARKET RULES

1. PURPOSE

The purpose of the Key Market Rules is to outline certain material business requirements for a Person operating a business on or from the Site.

Words and terms defined in the Site Rules and used in this Guide have the same meaning as prescribed to them in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. CENTRAL TRADING AREA MARKET HOURS

- (a) PMG may, at its absolute discretion, determine and vary from time to time CTA Market days and hours including conditions and designated Buyer entry times.
- (b) All Site users are required to comply with any notices relating to CTA market days, hours and conditions.
- (c) Any changes to CTA Market days and hours and conditions will be communicated to Tenants and Buyers and posted on the PMG website giving a minimum of 7 days notice.

3. DISPLAY AND SALE OF GOODS

- (a) A Person must only sell goods or services or solicit business where that Person is authorized by PMG to conduct the sale of goods or services within the Site, or under the terms and conditions of any relevant Tenancy Agreement.
- (b) A Person must only buy or offer to buy Goods or merchandise from a Tenant or Licensee on the Site.
- (c) Only a Selling Floor Tenant within the CTA can sell, offer for sale or deliver any goods (from within the Site) to a Buyer or other Person on the Site, unless approved by PMG.
- (d) A Tenant must only sell goods within the designated Trading Hours (except where the sale is to another CTA Tenant or is a delivery to a Buyer outside of Trading Hours).
- (e) All goods displayed for sale on the Selling Floor of a Tenant must be in accordance with the Tenancy Agreement.
- (f) All CTA Tenants must only display, offer for sale or sell any goods in wholesale quantities of that produce (unless it is a designated General Public Access Day).

4. STORAGE

- (a) Any display of goods for sale must be contained within the Selling Floor Tenancy Area which is taken to include the 1m line outside the fenced CTA Tenancy area or as per the Lease Agreement or License arrangement.
- (b) Storage of any stock or equipment must be contained within the CTA Tenancy Area or

defined licenced area within the Lease.

- (c) The awning area behind a CTA Tenancy Area can only be used for temporary storage during loading and unloading activities.

5. CTA PREMISES

- (a) Only CTA Tenants and authorised CTA Tenant employees can:
 - (i) pack or repack goods within the CTA Tenancy Area; or
 - (ii) be in the CTA premises outside the hours of operation of the Market.

6. DELIVERY AND COLLECTION

- (a) Goods may only be delivered to or received by Tenants who will directly use, store, display for sale or sell the Goods as permitted under their Tenancy Agreement or as approved by PMG.
- (b) Goods or items must not be placed upon any road, pedestrian walkway or Common Area that creates an obstruction to (physical or visual), or risks the endangerment or Health and Safety of any Vehicle or Person.

7. CTA TRAFFIC MOVEMENTS

- (a) Vehicles other than Forklifts are not permitted in the CTA between 4am and 12 noon;
- (b) Forklifts must not operate in the CTA or other areas designated by PMG during General Public Access hours;
- (c) Vehicle parking, loading and unloading within CTA Tenancies is only permitted after 12 noon on any day;
- (d) Vehicles must not park under the external Awning Area of a Tenancy Area unless approved by PMG

8. TRANSSHIPPING

- (a) A Person, other than a CTA Tenant, is prohibited from using the Common Areas, including Buyers Bays as a staging post for the Sale or delivery of Goods to Persons who are not Tenants, including to ultimate destinations outside the Site, unless approved in writing by PMG in accordance with this Guide.
- (b) Only Goods purchased from a CTA Tenant shall be delivered to Buyer Bays. All items must be accompanied by a valid consignment note.
- (c) Under no circumstances are Goods to be delivered to a Buyer on Site direct from a Grower, Secondary Wholesaler, Supplier or Transport Operator who is not a Tenant.
- (d) A person may apply to PMG, to allow Transshipping under certain limited circumstances at PMG's absolute discretion.
- (e) Any person found Transshipping on the Site will be requested to remove the Goods immediately and may have their access to Site withdrawn.

SITE GUIDE 04

TRAFFIC MANAGEMENT AND PARKING GUIDE

1. PURPOSE

PMG requires all Vehicles and their drivers entering the Perth Markets Site ("Site") to comply with all traffic management and parking regulations as determined by PMG.

The purpose of this Guide is to outline the traffic management and parking regulations on Site that will be enforced by PMG.

Words and terms defined in the Site Rules and used in this Guide have the same meaning as described to them in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

This Guide is to be read in conjunction with the Site Traffic Management Plan (TMP)

2. PARKING

(a) General

- (i) All Vehicles parked on the Site must be parked wholly within a Designated Parking Bay without encroachment on an adjacent parking bay or Common Area.
- (ii) All vehicles parked on the Site must be parked within the designated parking area for their parking permit allocation colour.
- (iii) No parking is permitted in front of a warehouse Tenancies or side loading lanes at any time unless designated otherwise by PMG.
- (iv) The awning area in front of the warehouse Tenancy may only be occupied by a Vehicle for set down during loading/unloading and must promptly be removed on completion of the loading/unloading.
- (v) No Vehicles are to be parked under awnings at any time without the approval of PMG.
- (vi) Trucks are only to use side loading lanes for loading and unloading and are to side load/unload facing the direction of traffic flow.
- (vii) No Vehicles are to be parked under the awning of CTA Tenancy Areas at any time unless approved by PMG.

(b) Parking – Tenant Commercial Vehicles

- (i) A Tenant or Tenant Employee may only Park a Vehicle:
 - (a) within the confines of their Tenancy Area; or
 - (b) in a Designated Parking Bay for the Vehicle.

(c) Parking - Forklifts

Forklifts may be parked within a Tenancy Area, in designated parking spaces set aside by PMG for that purpose, or as otherwise approved by PMG.

(d) Parking – Buyers

A Buyer may only park a Vehicle within the Designated Parking Bay allocated to that Buyer.

(e) **Parking – Heavy Vehicles**

- (i) A Person who drives an articulated Vehicle into the Site may only park the Vehicle, detach the trailer or container, or park or stand the Trailer or container on the Site in accordance with the approved conditions prescribed by PMG.
- (ii) The parking of any Trailer or the placement of any container on the surface of any road or Common Area must only be done in a manner which does not damage the surface of the Road or Common Area. This includes, for example, the placement and use of wooden supports of sufficient strength to bear the weight under Trailer legs, and the removal of the same after use. Any damaged resulting from incorrect or non-approved placement may be recouped from the offending party.
- (iii) A Vehicle being a semi-trailer or “B” double or similarly configured Vehicle must not enter the Central Trading Area.

3. VEHICLE INSPECTIONS

- (a) At the request of an Authorised Officer, a Person being the owner or driver of a Vehicle within the Site must:
 - (i) move the Vehicle from any place on the Site to another place on the Site;
 - (ii) provide information and documents including without limitation the type, origin or designation of the Goods in or on the Vehicle, so far as this is known to the owner or driver.

4. SANCTIONS AND REMOVAL OF VEHICLES

- (a) In the event of a Vehicle or its use not complying with the Site Rules, including as to parking regulations, PMG may impose Sanctions and Remedial Actions against the Vehicle owner or operator. These may include (but not limited to) removal of vehicle access to Site, recovery of costs incurred or suspension from Site in line with Site Guide 07 – Non Compliance Guide.
- (b) PMG (including through the services of an agent on its behalf) may remove the Vehicle by towage or cartilage, to another area of the Site or off the Site at the expense of the Vehicle owner or driver.
- (c) A Vehicle not dealt with may only be released by PMG after payment, by the owner or driver the Vehicle, of all costs incurred or Sanctions issued by PMG in the removal of the Vehicle.

SITE GUIDE 05

FORKLIFT OPERATIONS GUIDE

1. PURPOSE

The purpose of the Forklift Operations Guide is to outline the process and requirements for Forklift registration and for Forklift Operators who operate a Forklift whilst on the Site.

The Forklift Operations Guide is in place to:

- Ensure awareness and compliance with Site safety requirements;
- Maintain the highest level of safety on Site for all Site users and Visitors; and
- give greater assurance that all Forklift Operators are competent in the use of a Forklift.

Words and terms defined in the Site Rules and used in this Guide have the same meaning as prescribed to them in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. FORKLIFT OPERATORS PERMIT

2.1 Forklift Operators Permit Application

- (a) Any Person operating a Forklift on the Site must have:
- (i) current Site Access Card;
 - (ii) current and valid High-Risk Work Licence;
 - (iii) PMG Forklift Operators Permit; and
 - (iv) a current and valid Driver's Licence when operating in Common Areas.

2.2 Application Process

- (a) A Forklift Operators Permit application will be completed as part of the process when obtaining a Site Access Card or renewal of a Site Access Card. (*See Site Access Guide*)
- (b) If a Forklift Operators Permit is to be added to an existing Site Access Card the process for obtaining a Forklift Operators Permit is as follows:
- (i) Complete and submit the relevant section relating to Forklifts in the Site Access Card application and attach the required documentation.
 - (ii) Complete the Forklift Operators Permit Induction either online or at PMG Reception.
 - (iii) Payment of any fees required.
 - (iv) Formal approval by PMG.
 - (v) Update of Site Access Card to include Forklift Operators Permit and expiry date.
 - (vi) Issuance of Site Rules Forklift Operating Permit guides and specific Forklift safety guides.

2.3 Additional Application Documentation

- (a) Submitted with the application must be the original version of:
- (i) Current valid High-Risk Licence
 - (ii) Current valid Driver's Licence
 - (iii) Evidence of the successful completion of the PMG Forklift Operators Permit Induction.

- (b) A photocopy of the document can be made at PMG reception.

2.4 Forklift Operators Permit Induction and Annual Refresher

- (a) This induction can be conducted online from any location and is in the form of a knowledge test. It can also be completed in person in the PMG Admin Office or at the applicant's relevant Tenancy with prior arrangement.
- (b) When successfully completed the applicant will be issued with a certificate of completion. A copy of this certificate will also be retained by PMG for its records.
- (c) Successful completion of an annual Forklift Safety Refresher will be required to renew the Forklift Operators Permit.

2.5 Associated Documents Issued with Approved Forklift Operators Permit

- (a) Once a Forklift Operators Permit has been approved and the relevant information added to the Site Access Card, the following (or similar) additional supporting information will be provided to the applicant.
 - (i) Forklift safety summary sheet.
 - (ii) Forklift Operators Information.
- (b) The PMG Forklift Operators Permit forms part of the PMG Site Access Card and must be carried at all times along with the Forklift Operator's current High-Risk Work Licence when operating a Forklift on Site.

2.6 Renewals

- (a) The Forklift Operators Permit is valid for a period of 12 months or up to either of the expiry of the holders High Risk Work license or Drivers Licence, whichever comes first.
- (b) 30 days prior to the expiry date, the holder may be sent notification of the expiry of their Site Access Card and PMG Forklift Operators Permit. However, it is the sole responsibility of the Card Holder to ensure that their Site Access Card and Forklift Operators Permit is renewed in a timely manner as required.
- (c) To renew a Forklift Operators Permit, the holder must, on an annual basis:
 - (i) Complete an annual PMG Forklift Operators Permit Safety Refresher.
 - (ii) Complete a PMG annual Site Safety Refresher.
- (d) In addition, every two years, the holder must complete a Forklift Verification of Competency (VOC). To renew the operator's permit the Forklift Operator must provide evidence of having completed a VOC through an external certified and qualified provider.
- (e) It is the responsibility of the Permit holder to renew and ensure the currency of their Forklift Operators Permit at all times.
- (f) PMG accepts no responsibility to have to notify a holder of pending expiry of a permit.

3 FORKLIFT REGISTRATION

3.1 Registration Process

- (a) All Forklifts operating on any common area of the Site must be registered with PMG and display appropriate signage to identify the owner.
- (b) The process for registering a Forklift is as follows:
 - (i) Submission of the Forklift Registration Application Form to PMG reception with relevant documentation.
 - (ii) Payment of the application and any other fees.
 - (iii) Approval notification by PMG.
 - (iv) Allocation and issuance of PMG registration numbers and roof signage to be affixed to the Forklift.
- (c) The following documentation should be attached to the form:
 - (i) Evidence of ownership or lease of the Forklift.
 - (ii) A certificate of insurance or other evidence satisfactory to PMG establishing that the Forklift is insured under a Forklift Insurance Policy.
 - (iii) An inspection certificate as to Vehicle fitness for purpose containing Information such as last inspection date and next inspection date.
 - (iv) Evidence that the Forklift has been fitted with an AFL valve to the LPG cylinder.
 - (v) For LPG Forklifts, evidence that the LPG Forklift has either been speed governed to 20 (twenty) kilometres per hour or that a speedometer has been installed (this can be in the form of photos or in writing by the sales, hire or servicing company).
 - (vi) Any other certificates, approvals or licences required under any law for the operation or use of the Forklift.
- (d) For the avoidance of doubt, the registration requirements also apply to hired Forklifts operated within the Site.

3.2 Signage and Forklift Identification

- (a) Once approved the owner/lessor of the Forklift is to attach:
 - (i) PMG Identification Numbers to the Forklift within three (3) days of approval;
 - (ii) Company identification signage to the forklift within fourteen (14) days of approval.
- (b) The requirements for Forklift signage and identification are as follows:
 - (i) PMG identification numbers (issued by PMG) are attached so they are clearly visible from above and either side of the Forklift.
 - (ii) Company identification either in the form of logo, company name or buyer registration code (tenant/owner cost).
- (c) Signage must be as per PMG requirements and specifications as set out in 3.2 (i), (ii), (iii).
 - (i) Signage must be attached to the roof and side of the forklift (behind and below the driver's seat).
 - (ii) The roof signage attachment must be at least 20cm in diameter (to be easily

- read by CCTV)
- (iii) The side signage should be the same as the roof signage but can be a minimum of 10cm in diameter.

3.3 Renewal

- (a) Forklifts are registered for a period of 12 months from date of approval.
- (b) Forklift registrations must be renewed prior to the expiry of the current registration period. Registration renewal fees are payable annually in advance.
- (c) Registration renewals will only be validated when:
 - (i) PMG's annual registration fee is paid, and
 - (ii) A completed Forklift renewal application with all required Registration Documentation is submitted to and agreed as complete and in order by PMG.
- (d) If the above registration conditions are not met prior to the expiry of the current registration period:
 - (i) the Forklift registration will not be renewed
 - (ii) the Forklift may be red tagged out of service; and
 - (iii) the unregistered Forklift may not be operated within the Site with the need for a new application to be made to PMG if the Forklift is again to be used on the Site.

3.4 Transfer Of Registration

- (a) A Person who buys, or otherwise acquires, a registered Forklift must apply to PMG to transfer the Forklift's registration within seven (7) days of acquisition.
- (b) An application for the transfer of registration must be made to PMG in the approved form and accompanied by:
 - (i) Any amounts due, including fees payable for the renewal of the Forklift's registration, and
 - (ii) The documents and materials required for registration of a Forklift.

3.5 Cancellation Of Registration

- (a) A Forklift owner may cancel their Forklift registration at any time where the Forklift is no longer used at the Site. Forklift registration fees are not refundable.
- (b) PMG may, by written notice to a Forklift owner, cancel the registration of a Forklift if, in the opinion of PMG, there has been a failure to comply with any of the provisions of the Site Rules or associated Guides with respect to the Forklift or its use.
- (c) A Forklift registration is deemed to have been cancelled if:
 - (i) Application for renewal of registration is refused or not made in accordance with the provisions of the Site Rules and this Guide.
 - (ii) Fees for registration or renewal of registration are not paid by the due date, or

- (iii) An amount payable to PMG for registration or renewal of registration is not honoured.

4 FORKLIFT OPERATORS

- (a) A Forklift Operator must operate the forklift safely and in accordance with the High-Risk License Requirements, WA Road Traffic Act (1974), Road Traffic Code (2000) and these Site Rules including:
 - (i) Hold a valid motor vehicle drivers licence, a High Risk Work Licence and PMG Forklift Operators Permit.
 - (ii) Notify PMG of any loss or suspension of their motor drivers licence prior to operating a Forklift on Common Areas.
 - (iii) Carry their High Risk Work Licence, PMG Forklift Operators Permit at all times and produce such licences and cards upon request.
 - (iv) Have their seatbelts fastened at all times when the Forklift is moving.
 - (v) Not use a hand-held device (such as a mobile phone), eat, drink or smoke or do anything other than operate the controls whilst the Forklift is moving.
 - (vi) Have driving lights illuminated when the Forklift is in operation.
 - (vii) Use traffic indicators and horns (prior to reversing) where these are fitted to the Forklift.
 - (viii) Not drive under the influence of Drugs or Alcohol
 - (ix) Safely and securely stack the load on the Forklift.
 - (x) Not carry or stack more than a maximum of 15 empty Pallets (or three bins high) in any common area and any unsecured load must not protrude past the height of the main mast.
 - (xi) At all times, travel with forks no higher than approximately 20 centimetres above the road surface whether the Forklift is laden or not laden.
 - (xii) Travel in a forward direction if no load is being carried, or if a load is being carried which does not obstruct the driver's view or if a load is being driven up Road gradients.
 - (xiii) Travel in a reverse direction if a load is being carried which obstructs the Driver's view or if a load is being driven down road gradients.
 - (xiv) Not carry passengers unless the Forklift is designed to carry more than one Person and an additional seat, footrest and seatbelt is provided.
 - (xv) Not raise any Person on tines or Pallets.
 - (xvi) Not allow any Person to stand, work or walk under raised tines.
 - (xvii) Not reach through the mast or place body parts outside the Forklift while it is in operation.
 - (xviii) Obey the Forklift speed limit of 10 kilometres per hour in the CTA and Buyer Bays and all other speed restrictions as per Site signage and as defined in the Traffic Management Plan, namely 20kmh for Forklifts and 30kmh for all other vehicles.
 - (xix) Obey traffic usage signage and management Signs including all give way, stop, traffic flow and road markings.
 - (xx) Give way when entering Roads from other Common Areas or Tenancy Areas.
 - (xxi) Travel on the left side of all Roads in the direction of travel.
 - (xxii) Not pass other Vehicles travelling in the same direction at intersections, blind spots or other dangerous locations.
 - (xxiii) Not drive on Designated Walkways except when entering or exiting a

- Tenancy Area and travelling perpendicular to the walkway.
- (xxiv) Drive responsibly and not engage in unacceptable or unsafe driving practices.
- (xxv) Give way to Pedestrians at all times.
- (xxvi) Maintain safe distances between moving vehicles/Forklifts.
- (xxvii) Refuel the Forklift in accordance with the LPG dispensing procedures within the designated LPG dispensing area only and not service or wash Forklifts in the Common Area.
- (xxviii) Not drive over spilt liquids or powders as this reduces the traction of the tyres and spreads the substance, causing problems for other traffic.

5 FORKLIFT OPERATIONS

5.1 Forklift Compliance

- (a) All Forklifts must be mechanically sound when operated on the Site and, at a minimum:
 - (i) serviced in accordance with the manufacturers handbook.
 - (ii) seatbelts must be operational and Drivers must have their seatbelts fastened.
 - (iii) headlights must be fully functional.
 - (iv) brake lights must be fully functional.
 - (v) traffic indicators must be fully functional.
 - (vi) speed regulators (if fitted) must be fully functional and not altered in any way.
 - (vii) any horn must be fully functional.
 - (viii) any reversing tone or alarm must be functional.
 - (ix) identification plates and signage must be fitted and clearly visible in accordance with this Guide.

5.2 Non-Conforming Forklifts

- (a) A Forklift must not be altered with any temporary or permanent fixture or addition which obscures vision, alters performance or which does not meet the manufacturer's handbook in respect of proprietary products.
- (b) PMG may require either a Person applying for Forklift registration or the owner of a registered Forklift to submit the Forklift for inspection at a specified time and place at the expense of the registered owner.
- (c) If a Forklift does not conform with the Site Rules or any law relating to the use and operation of a Forklift, PMG may refuse to register or renew the registration or may cancel the registration of a Forklift at which time PMG may require the Forklift to not be operated and removed from the Site.

6 NON- COMPLIANCE FOR FORKLIFT OPERATORS

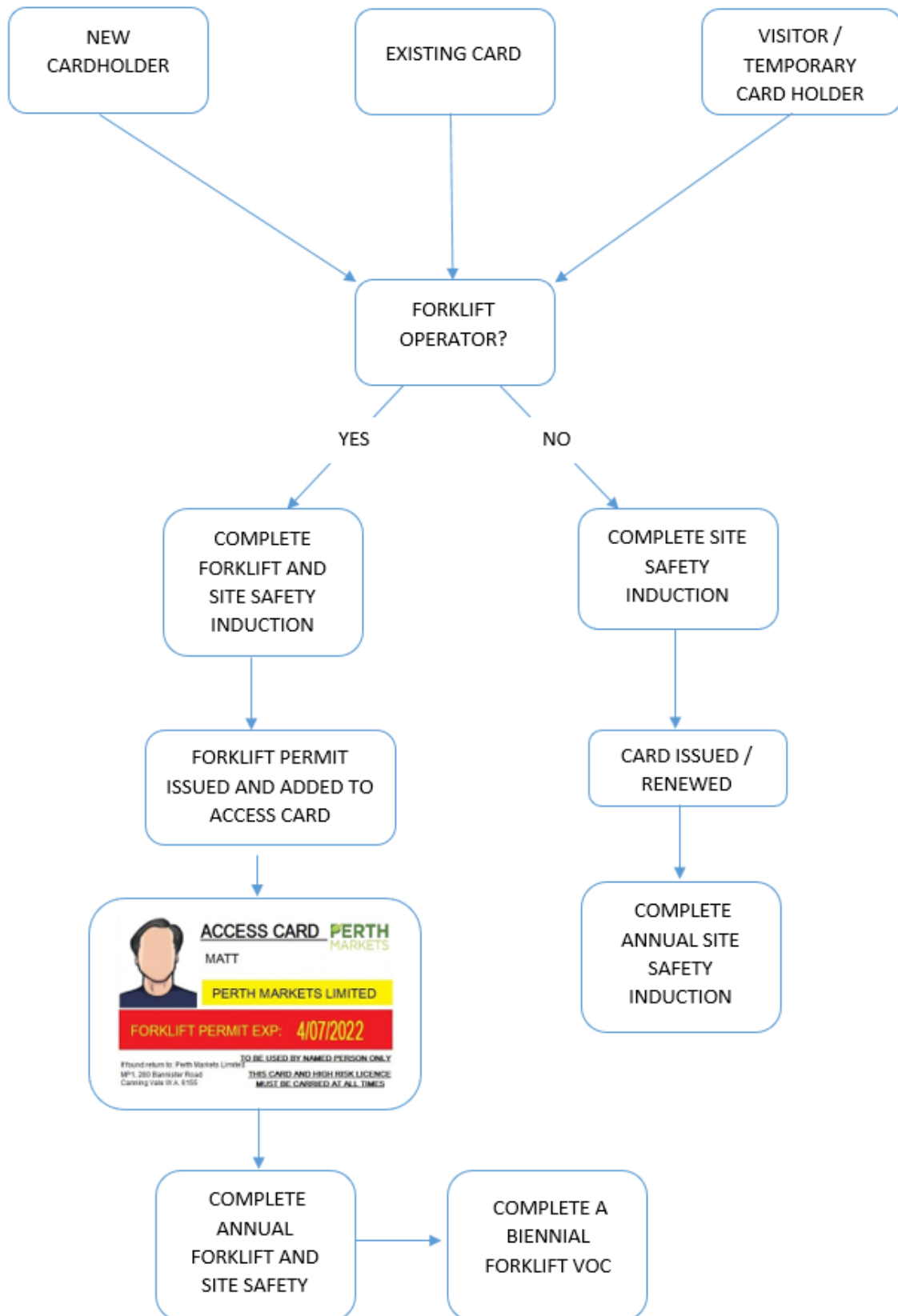
- (a) If a Person breaches any obligation or condition of this Guide, the Forklift Operators Permit, Forklift safety guide or the Site Rules, PMG may, without limiting any other rights;
 - (i) Withdraw the permit for that Person to operate a Forklift on the Site (regardless of any valid licences for such Vehicles that the Person holds).
 - (ii) Issue a formal verbal or written warning through an Authorised Officer.
 - (iii) Withdraw access to the Site for such a period as determined by PMG;
 - (iv) Vary the terms of that Person's Site Access Card, and / or

- (v) Do any combination of these things.

7 LIABILITY

- (a) The regulation of Forklifts used in any part of the Site under these Site Rules does not in any way:
 - (i) Limit or reduce the liability of Forklift owners and Forklift Operators for loss, damage, death or injury caused as a consequence of their acts and omissions.
 - (ii) Create a basis upon which PMG could be asserted to have assumed any responsibility whatsoever for any such acts and omissions.
 - (iii) Replace or remove the requirement for a Tenant or other Forklift owner or Forklift Operator to register or conditionally register any Forklift as required under Legislation.
- (b) Forklift owners and Forklift Operators indemnify and hold PMG harmless in respect of all loss, damage, death or injury caused as a consequence of their acts and omissions concerning Forklifts and their use within the Site.

Guide Process Flowchart



SITE GUIDE 06

BUYERS, GROWERS AND TRANSPORTER OPERATORS GUIDE

1. PURPOSE

All Buyers, Growers and Transporter Operators who enter Site must comply with the conditions set out in the Site Rules including this Guide and the General Conditions of Entry. Words and terms defined in the Site Rules and used in this Guide have the same meaning as prescribed to them in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. ENTRY AND ACCESS BY BUYERS AND TRANSPORTERS

- (a) PMG may designate times, days and locations when and where Buyers and their employees or Transporter Operators are allowed access to the Site or are afforded restricted access to specific areas of the Site.
- (b) Access to the Site by a Buyer, Grower or Transport Operator and their employees and/or designated representatives is conditional upon their respective compliance with the Site Rules, Site Access Card provisions and Conditions of Entry.

3. BUYER, GROWER AND TRANSPORT OPERATOR FORKLIFT USE

- (a) All Persons using a Forklift on the Site, must hold a valid High-Risk License and a current PMG Forklift Operators Permit and must comply with the conditions contained within the Forklift Operations Guide.
- (b) All Buyer, Grower and Transporter Forklifts are to be parked in a Designated Forklift Parking Bay.
- (c) All Forklifts on Site must be registered with PMG and are subject to the conditions as set out in the Forklift Operations Guide.

4. BUYER BAYS

- (a) Buyer bays are provided by PMG to Buyers for the purpose of facilitating the delivery and collection on Site of goods purchased from a Tenant.
- (b) A Buyer must only park a Vehicle or leave a Vehicle standing, in a Designated Parking Area for Buyer Vehicles. (See Traffic Management and Parking Guide)
- (c) The following Buyer Bay rules apply:
 - (i) Buyer bays are licenced for use by or on behalf of Buyers between 5am and 12 noon on weekdays;
 - (ii) Buyer bays are not allocated for exclusive use of Buyers on weekends;
 - (iii) PMG reserves the right to change Buyer Bay availability and location at any time to meet safety or Site management requirements;
 - (iv) PMG will allocate Buyer bays at its discretion and conditional upon payment of annual fees;

- (v) Buyer bays are available to Site registered Buyers, who must also possess a valid and current Site Access Card;
- (vi) Buyer bays are to be clear of all items (including goods, equipment, materials, waste, pallets and Forklifts) by 12noon each weekday or any other time as designated by PMG;
- (vii) If any items are left in Buyers Bays after 12noon, PMG will make all reasonable attempts to locate the owner to arrange their removal;
- (viii) PMG reserves the right to remove and store any items left in the Buyers Bay after 12noon where the rightful owners cannot be identified or contacted. After 24 hours, if no Person has claimed the items, the items may be removed to the Waste Transfer Station and disposed of accordingly without any recourse against PMG for so doing;
- (ix) While within the Site, a Buyer is prohibited from buying or making arrangements to buy goods from any Person, except where that Person is also a Tenant.
- (x) A Buyer, who is not a Tenant, may only accept and consolidate goods for transport from the Site during Trading Hours:
 - a) in a Buyer Bay licensed to the Buyer by PMG; or
 - b) from a Tenants warehouse or Tenancy Area where this is agreed to by the Tenant.

5. INSPECTION OF VEHICLES AND GOODS

- (a) Each Person who delivers goods into the Site must, if requested by an Authorised Officer to do so, allow the Authorised Officer to freely inspect the Vehicle and the goods and also provide the following information:
 - (i) the name and address of the consignor;
 - (ii) the name and address of the consignee;
 - (iii) the type, origin and quantity of the goods; and / or
 - (iv) any manifest or other document which would disclose any or all of the information set out above.

6. TRANSPORT OPERATOR PARKING, LOADING AND UNLOADING

- (a) The owner or driver of a Vehicle must comply with the Site Rules and follow all signs including road markings, signage and directions in relation to driving, parking, loading and unloading the Vehicle.
- (b) Unloading and delivery of goods from Vehicles in the designated undercover Buyer bays is not permitted between 4:00am and 12noon on weekdays except in specially designated unloading or delivery bays.
- (c) Outside of the above times all unloading in the Buyer bays is on a non-exclusive basis, with no access to the western Buyer bays during General Public Access hours.

7. DRIVER UNLOADING

- (a) The driver of a Vehicle delivering goods to the Site must only unload those goods or allow goods to be unloaded from their Vehicle where:
 - (i) one or more Tenants are the consignees of the goods;
 - (ii) the goods are being unloaded at a Tenancy Area where the dealing in such goods is a permitted use under the Tenancy Agreement;
 - (iii) the goods are not left in the undercover Buyer bays or any Common Area of the Site;

- (iv) the unloading is carried out at a Tenant's Tenancy Area with the Tenant accepting risk and responsibility for the goods and their unloading;
 - (v) the goods, when unloaded, are stored or placed within the confines of a Tenant's Tenancy Area;
 - (vi) the driver or carrier is authorised in writing by the relevant Tenant to unload the goods and to enter the Tenant's Tenancy Area and use equipment such as a Forklift to unload the goods.
- (b) The driver of a Vehicle must not unload goods, if the goods are intended to be Transhipped. (See Key Market Rules)
- (c) The driver of a Vehicle delivering goods must not:
 - (i) use the Common Area or a Tenancy Area (unless that Tenant is the consignee of the goods) as a staging area for the unloading and delivery of goods to one or more Tenants;
 - (ii) park their Vehicle in any area of the Site other than the Tenant's Tenancy Area or a designated Vehicle holding area for that purpose. For the avoidance of doubt, Vehicle drivers must not congest roads, common areas or other Tenancy Areas while waiting to unload or be unloaded;
 - (iii) Use a Tenant's Forklift to unload and deliver goods (unless that Tenant is the consignee of the goods) to one or more Tenants.
- (d) Where the driver is authorised by a Tenant to use the Tenant's Forklift for unloading, the driver must comply with the Forklift Operations Guide and the Site Rules applicable to Forklifts.

8. SHIPPING CONTAINERS

- (a) If deemed safe, the following time limits and restrictions apply to shipping containers:
 - (i) Warehouses are permitted a maximum of 24 hours for loading or unloading only of shipping containers, which is only to be done in the side loading lanes applicable to the relevant warehouse;
 - (ii) Buyer bays allow a maximum 12 hours for loading or unloading only of shipping containers, to be carried out in undercover Buyer bays (and not in immediately adjoining Tenancy Areas).
 - (iii) no shipping containers are allowed in Buyer bays or external CTA Awning Areas between 4am and 12noon Monday to Friday;
 - (iv) no shipping containers are allowed in the western Buyer bays on weekends; and
 - (v) no shipping containers are allowed within the CTA at any time.
 - (vi) Any damage caused by to any item or surface by shipping containers, in any area, shall be charged and the responsible party shall be liable for the cost of damage and repairs.

SITE GUIDE 07

NON-COMPLIANCE GUIDE

1. PURPOSE

The purpose of this Non-Compliance Guide is to outline the process typically undertaken by PMG for enforcement and management of non-compliance of the Site Rules.

PMG may in its absolute discretion, bypass this Guide and immediately withdraw Site Access rights from any Person or Vehicle, if the actions of the Person in PMG's bona fide discretion, impact or risk the safety or health of any Person, or the lawful business on the Site of any Tenant.

Words and terms defined in the Site Rules and used in this Guide have the same meaning ascribed to them as in the Site Rules.

To the extent there are any inconsistencies between the Site Rules and the Guides, the Site Rules prevail.

2. ISSUANCE OF WARNINGS

- (a) Authorised Officers can issue verbal or written Warnings to any person for non-compliance with the Site Rules.
- (b) Written Warnings may be issued via electronic means.
- (c) Where the Person responsible for the breach cannot be identified, the Warning shall be issued to the Principal.
- (d) If the Person responsible for the breach is not a Tenant or Tenant employee, (Buyer or Grower) the warning shall be issued to the business responsible for the Person.
- (e) Warnings may also include a Remedial Action for cost recovery (as per Section 6).

3. ISSUANCE OF A FINAL NOTICE (PIN)

- (a) If three (3) or more safety related or five (5) or more non safety related (or any combination of the two) Warnings are issued to the same Person, within a three (3) month period, a Final Notice (PIN) may be sent to the relevant Person outlining any remedial actions, including any costs incurred and/or proposed as a result of the Person's non-compliance with the Site Rules.
- (b) Where the Person is believed by PMG to be an employee of a Tenant, Buyer, Transport Operator or Contractor, the PIN will also be sent to Person's employer.
- (c) If the Person who has not complied with these Site Rules is a:
 - (i) Tenant Employee; or
 - (ii) Sub-tenant, licensee or Contractor of a Tenant; or
 - (iii) an employee of any sub-tenant, licensee or Contractor of a Tenant;the Site Rules prescribe that the Tenant is also responsible and liable of such with the Person in breach of these Site Rules.
- (d) PMG has no obligation to impose any remedial action and is not liable to any Tenant or Person for any loss or damage that a Tenant or Person may suffer because of any Remedial Action being taken or not being taken by PMG.

- (e) Any failure or delay by PMG to exercise any right or impose any Remedial Action is not a waiver of such right or a waiver of any other non-compliance of the Site Rules.

4. FINAL NOTICE INFORMATION

- (a) Where a PIN is issued, it will include relevant information including:
 - (i) Non-compliances (such as the days, dates and times of each warning issued).
 - (ii) Vehicle and/or Forklift details (if applicable).
 - (iii) If the result of an incident, full details of the incident and the involvement of that Person in the incident.
 - (iv) Proposed Remedial Actions and Costs (as applicable).
 - (v) Actions and options available to the Person issued with the PIN.

5. PRINCIPLES FOR ACTION

- (a) PMG will treat the issuance of a PIN on a case by case basis.
- (b) When making a decision on what remedial action (if any) will be taken, the nature of each non-compliance will be considered on an individual basis taking into account variables such as:
 - (i) the nature of offence,
 - (ii) the location, time of offence,
 - (iii) the potential risk involved with the non-compliance and
 - (iv) the severity of incident.
- (c) Assaults (physical, verbal or other intimidatory actions) on PMG staff and/or Authorised Officers will not be tolerated and will carry a mandatory ongoing exclusion and withdrawal of access rights to the Site for a period determined by PMG.
- (d) Remedial actions will be proportionate to the breach taking into account some or all of the variables outlined in 5(b).

6. REMEDIAL ACTIONS

- (a) The types of remedial action available to PMG may include but are not limited to requiring the Person to pay all costs incurred by PMG as a result of the non-compliance with the Site Rules, including without limitation:
 - (i) administrative costs incurred in connection with investigating and assessing the non-compliance and the processing and issuing of Notices;
 - (ii) cleaning, repair and/or remediation costs to the Site;
 - (iii) levies, fees or fines imposed by PMG or on PMG by relevant authorities;
 - (iv) costs associated with towing Vehicles off this Site, and/or storing the same;
 - (v) costs associated with the removal and disposal of rubbish and other waste from the Site;
 - (vi) legal fees or any other professional fees incurred by PMG in connection with the non-compliance;
 - (vii) testing or screening services and fees / costs in connection with suspected drug and alcohol issues.

- (a) PMG may, at its absolute discretion (without limiting any other rights it has):
 - (i) vary the terms of the Person's access to the Site;
 - (ii) require a person to undertake a PMG Site Safety Induction or PMG Forklift Safety refresher;
 - (iii) impose a safety probation period;
 - (iv) suspend or cancel a Person's Forklift Operators Permit;
 - (v) suspend or cancel a Person's access to the Site (partially or in full) for such period as determined by PMG in its absolute discretion (which may, for the avoidance of doubt, be permanent);
 - (vi) suspend or cancel a Person's vehicle access to the Site (partially or in full) for such period as determined by PMG in its absolute discretion (which may, for the avoidance of doubt, be from one (1) week to permanent);
 - (vii) do any combination of these things.

7. WARNING AND FINAL NOTICE REMEDIAL ACTIONS

- (a) A person issued with a Warning or PIN will be given the opportunity to reply in writing to the Warning or PIN within three (3) business days and either accept the remedial action proposed in the Warning or PIN or appeal the Warning or PIN.
- (b) Where the Person is an employee of a Tenant, Buyer or Transport Operator, PMG will contact the employer of the Person in respect to the proposed remedial action.
- (c) PMG will have due regard to any reply to the PIN in considering the remedial action intending to be taken and will initiate remedial actions within five (5) business days of receipt of any response.
- (d) Where there is no reply by the Person, the Remedial Actions outlined in the PIN will be applied.

8. WARNING AND FINAL NOTICE REMEDIAL ACTIONS (INVOLVING COSTS)

- (a) The following applies concerning costs where the Warning or PIN is issued to:
 - (i) A Tenant – any Costs associated with the Warning or PIN. Costs will be invoiced to the Tenant;
 - (ii) A Tenant Employee – any costs included in the Warning or PIN is issued to the Tenant Employee. Where the Tenant Employee does not pay within the specified time listed in the Warning or PIN, then the Tenant must pay the costs within five (5) Business Days; or
 - (iii) Any other Person – any costs associated with the Warning or PIN must be paid within ten (10) Business Days of a Warning, PIN or invoice being issued to the Person.
- (b) Where a Person mentioned in (i), (ii) or (iii) above does not pay all costs associated with the Warning or PIN, such non-payment may attract an additional late payment fee and is a further non-compliance with the Site Rules. PMG may, as a separate remedial action, impose a withdrawal of Site Access rights and/or other remedial actions on the Person
- (c) PMG may set a fee for administrative costs in respect to investigating and assessing non-compliance of the Site Rules.

9. APPEAL RIGHTS TO REVIEW WARNING OR FINAL NOTICE

- (a) A Person who has received a Warning or PIN and has replied in writing, within three (3) business days of the issuance of the Warning or PIN, may exercise a right of appeal against the Warning or PIN or the proposed remedial action to PMG's Chief Executive Officer (CEO).
- (b) On review of the issues raised in the Person's written appeal by the PMG CEO, PMG may vary any remedial action and/or costs referred to in the Warning or PIN. PMG will provide its determination within five (5) business days of receipt of the appeal.

10. EXCLUSION FROM AND WITHDRAWAL OF ACCESS TO THE SITE

- (a) Where an exclusion from and withdrawal of right of access to the Site is applied, a separate letter will be issued to the Person outlining the conditions and timing thereof.
- (b) Where an exclusion or withdrawal of right of access to the Site is imposed on a Person for more than one (1) calendar month, the Site Access Card issued to that Person is deemed cancelled and the Person must make an application for a new Site Access Card and pay all associated fees.
- (c) Where a Site Access Card is cancelled, no refund will be given however the card may be reissued to other Tenant Employees as per Section 10(d) of the Site Access Guide
- (d) For a Person who previously has been excluded from or had their continuing access to Site denied, PMG may in its absolute discretion grant or reject a new application or apply additional conditions to the Site Access Card conditions, such as a probation period.

