



PERTH MARKETS

SITE RULES

JANUARY 2025

CONTENTS

Section 1 - Introduction	1
Section 2 - Access Control	3
2.1 Requirements for Access Control	3
2.2 Withdrawal of Site Access Digital IDs	4
2.3 Special Restrictive Powers	4
2.4 Mandatory Vaccination	4
2.5 General Public Access Days & Public Markets	4
Section 3 - Business Operations	5
3.1 Tenant Business	5
3.2 Waste Transfer Station	5
3.3 Common Areas	5
Section 4 - Conduct	6
4.1 Authorised Officers	6
4.2 Obey Authorised Officers	6
4.3 Unlawful Acts & Prohibited Conduct	6
Section 5 - Traffic Management	8
5.1 Traffic Management Plan (TMP) & Rules	8
5.2 Parking	8
5.3 Pedestrians	8
Section 6 - Forklift Operations	9
6.1 Forklift Operations	9
6.2 Forklift Operating Requirements	9
6.3 Forklift Operator Requirements	9
6.4 Forklift Refuelling	9
Section 7 - Work Health & Safety (WHS) & Environment	10
7.1 WHS	10
7.2 Personal Protective Equipment (PPE)	10
7.3 Bullying & Harassment	10
7.4 Environmental Requirements	11
Section 8 - Incidents, Accidents & Reporting	12
8.1 Incidents & Accidents	12
8.2 Report Risks	12
8.3 Emergency & Evacuation Procedures	12
Section 9 - Non-Compliance with Site Rules	13
9.1 Warnings	13
9.2 Remedial Action	13
9.3 Suspension or Withdrawal of Access	13
9.4 Forklift Operator Demerit Points System	13
9.5 Demerit Point Management	14
Section 10 - Liability & Compensation	15
10.1 Limits of PMGL's Liability	15
10.2 Risk, Release & Indemnity	15
10.3 Privacy	15
Section 11 - Interpretations & Definitions	16
Schedule 1 - Site General Terms & Conditions of Entry to Site	24

Section 1

INTRODUCTION

- (a) Perth Markets Group Limited (ABN 25 633 346 184) and its relevant subsidiary entities (together "PMGL") 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 PMGL 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 to 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, and
 - (vii) Non-Compliance.
- (f) PMGL 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 PMGL website. PMGL will also promptly give written notice to Tenants of any changes within seven (7) Business Days.
- (g) PMGL 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) PMGL 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 site is limited to:
 - (i) Persons who are issued with Site Access Digital IDs and or mobile credentials 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 PMGL Drug and Alcohol Management 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:
 - (i) Main Entrance Gatehouse on Bannister Road, and
 - (ii) 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 Digital ID or mobile credentials and register their entry to Site, or
 - (ii) Register at the Main Entrance Gatehouse or PMGL 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 Digital ID or mobile credentials may access the Site through designated pedestrian gates around the Site. A Person must present their Site Access Digital ID or mobile 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 Digital ID or mobile credentials must register at the Main Entrance Gatehouse or PMGL reception and apply to have access granted to Site (Site Guide 01, Site Access Guide refers).

2.2 Withdrawal of Site Access Permissions

- (a) PMGL may withdraw, suspend or cancel a Site Access Digital ID 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 PMGL, (in the case of a Person) is not a suitable or a fit and proper Person to hold a Site Access Digital ID or mobile credentials 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 PMGL, 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, PMGL will promptly communicate the same to all Tenants and other relevant users of the Site within twenty-four (24) hours.

2.4 Mandatory Vaccination

- (a) Where any Mandatory Vaccination is legislated, or PMGL 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 & Public Markets

- (a) PMGL 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/Licence Agreement/Lease.
- (b) All Tenants and Licensees must contain their business operations within the boundaries of their tenanted or licenced area as defined in their Tenancy/Licence Agreement/Lease.
- (c) All Tenants and Licensees must follow the requirements and conditions of operation as outlined in the Site Rules and Guides.
 - (iii) Change the size, area, location or usage provisions of a Car Park or other facility,
 - (iv) Control Vehicle movement and safety,
 - (v) Temporarily block, alter, restrict access or close any part of the Common Area, and
 - (vi) Change the flow or direction of Pedestrian and Vehicle traffic into, out of, and around the Market.

3.2 Waste Transfer Station

- (a) The PMGL Waste Transfer Station ("WTS") operates during set operating hours determined from time to time by PMGL. Operating hours and any changes to them will be communicated by PMGL 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 PMGL colour coded bins.
- (c) Any waste delivered not correctly segregated will be charged at the 'General' rate.

3.3 Common Areas

- (a) PMGL reserves control over the Common Area and may:
 - (i) Install, maintain, modify and or remove lighting,
 - (ii) Monitor, amend and enforce rules, signage, line markings and give directions in relation to the use of the Common Area,

Section 4

CONDUCT

4.1 Authorised Officers

- (a) PMGL 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 PMGL to:
 - (i) Enforce these Site Rules,
 - (ii) Assess whether 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 notice 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,
 - (vii) Suspend or withdraw a Forklift Operators Permit for repeated non-compliance with the Site Rules in line with the Demerit Points Policy, and
 - (viii) 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 PMGL or an Authorised Officer.
 - (ii) On the request of an Authorised Officer:
 - (a) Produce their Site Access Digital ID, mobile credentials or any permit, licence or other authority as required under these Site Rules (including for a Vehicle in the case of a Person in charge of a Vehicle), and
 - (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 & 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) PMGL 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) & 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 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 PMGL.
- (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

- (a) 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

- (a) 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 PMGL 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, and
 - (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 licence or permit required under any law,
 - (ii) Has successfully completed a PMGL Forklift Safety Induction,
 - (iii) Is the holder of a valid Site Access Digital ID or mobile credentials and Forklift Operators Permit issued by PMGL in line with Forklift Operators Guide, and
 - (iv) Has not accumulated twelve (12) or more demerit points in the last twenty-four (24) months.

6.4 Forklift Refuelling

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

Section 7

WORK HEALTH & SAFETY (WHS) & ENVIRONMENT

7.1 WHS

- (a) Perth Markets Group Limited (PMGL) and Tenants will ensure, so far as reasonably practicable, the health and safety of all workers, including employees, contractors and volunteers, and other people who may be affected by the work carried out at the Perth Markets Site.
- (b) All Persons entering the site must comply with all applicable requirements and practices under the Work Health and Safety Act 2020 (WA) and supporting Regulations.
- (c) Person's conducting a business or undertaking (PCBU) on site must:
 - (i) Ensure the PCBU complies with all legislative requirements relating to WHS,
 - (ii) Report WHS concerns or incidents to PMGL immediately,
 - (iii) Eliminate or minimise workplace hazards and risks as far as reasonably practicable, inclusive of psychosocial hazards,
 - (iv) Provide information, instruction and training to enable all workers to work safely,
 - (v) Ensure that, so far as reasonably practicable, work activities are performed safely, and
 - (vi) Consult, cooperate and coordinate with PMGL and all other PCBUs on site on WHS activities, and consult with workers on WHS matters so far as is reasonably practicable.
- (d) Workers are responsible for:
 - (i) Taking reasonable care for their own health and safety and ensure that the health and safety of others is not adversely affected,
 - (ii) Complying, so far as reasonably practicable, with instructions, policies, practices, and procedures provided by PMGL and tenants to protect their health and safety,
 - (iii) Participating in WHS training,
 - (iv) Identifying and reporting any workplace incidents, injuries, or hazards, and
 - (v) Using safety equipment and personal protective equipment as instructed.
- (e) Visitors, contractors and other persons at PMGL's worksites are responsible for:
 - (i) Taking reasonable care of their own WHS and ensuring that the person's acts or omissions do not adversely affect the WHS of others, and
 - (ii) Complying with any reasonable instruction given by any PCBU at PMGL's worksites.

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 PMGL.

7.3 Bullying & Harassment

- (a) All persons accessing the Site, or any other PMGL controlled workplace, must not behave in an inappropriate or unreasonable way, that may place any other person at risk of harm.
- (b) These behaviours include bullying, harassment, discrimination, violence and aggression.
- (c) Inappropriate or unreasonable workplace behaviour can result in an increased risk of psychological harm, such as depression, anxiety or trauma-related disorders. In addition to adverse health outcomes for workers, exposure to psychosocial hazards and risk factors in the workplace can also affect performance and increase the risk of accidents or incidents.

7.4 Environmental Requirements

- (a) 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 PMGL to reasonably better assess environmental standards on the Site.

Section 8

INCIDENTS, ACCIDENTS & REPORTING

8.1 Incidents & Accidents

- (a) Any Person involved in any accident, incident or near miss involving property damage or personal injury within the Site (whether it involves material injury to or death of a Person or material damage to property) must notify PMGL 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).
- (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 PMGL in accordance with their Lease or Licence.

8.2 Report Risks

- (a) Persons must immediately report to PMGL 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 & 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,
 - (ii) Make sure that they are familiar with PMGL's safety and emergency procedures, and
 - (iii) Take part in any fire or emergency drill set by PMGL.

Section 9

NON-COMPLIANCE WITH SITE RULES

9.1 Warnings

- (a) 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) PMGL 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 PMGL in its sole discretion, which may be permanent,
 - (ii) Withdrawal of Site Access Digital IDs,
 - (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,
 - (v) Require payment to be made to compensate for any damage, cost or liability suffered by PMGL in respect of enforcing the Site Rules or otherwise making good any damage resulting from the breaching party, and/or

- (vi) Suspension of a Forklift Operators Permit for period considered necessary by PMGL in its sole discretion, which may be permanent.

9.3 Suspension or Withdrawal of Access

- (a) If a Person fails to comply with these Site Rules or in the event a Vehicle is operated in contravention of these Site Rules, PMGL may, without limiting any other rights and on a non-exhaustive basis:
 - (i) Suspend, cancel or withdraw that Person's Site Access Digital ID for a period considered necessary by PMGL in its discretion,
 - (ii) Suspend, cancel or withdraw their Vehicle's Access to Site, and/or
 - (iii) Take other remedial action in accordance with these Site Rules and the Non-Compliance Guide.
- (b) PMGL 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 PMGL, in its absolute but bona fide and rationally determined discretion, considers the circumstances to warrant.

9.4 Forklift Operator Demerit Points System

- (a) PMGL authorised officers have been granted the authority from the CEO to issue written warnings, and Forklift Operators Demerit Points for any of the following offences:

- (i) Speeding,
- (ii) Failure to obey stop signs,
- (iii) Parking in walkways (longer than one minute),
- (iv) Use of a mobile phone while driving,
- (v) Failure to wear a seat belt when operating a vehicle, and/or
- (vi) Breach of the open ears policy.

9.5 Demerit Point Management

- (a) On issuing a written warning, for a specified offence, a set number of demerit points will be recorded in the warning notice register. If the operator accumulates twelve (12) or more points, the Forklift Operating Permit will be suspended for the following three (3) months. During this time, the individual may not operate a Forklift in any common area within the site boundaries of the Perth Market.
 - (i) Demerit Points are valid for a two (2) year period.
 - (ii) PMGL must notify a person and their employer if they have accrued ten (10) Demerit Points.
 - (iii) If a person accrues twelve (12) Demerit Points, PMGL may suspend that person's forklift operators permit for a period of three (3) months.
- (b) At the conclusion of the three-month suspension, the Forklift operator will be required to re-sit the Forklift Operators Safety Induction course prior to regaining their Operators Permit.
 - (i) On the successful return of the Forklift Operators Permit, the operators' record will return to zero (0) points.

Section 10

LIABILITY & COMPENSATION

10.1 Limits of PMGL's Liability

- (a) To the greatest extent permissible by law, PMGL and any PMGL 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 & Indemnity

- (a) Each Person who enters the Site:
 - (i) Enters the Site at their own risk,
 - (ii) Releases PMGL, its Authorised Officers, PMGL 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 PMGL, 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 PMGL on written demand therefore any insurance excess, deductible or shortfall payable by PMGL 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 PMGL as outlined in the PMGL Privacy Policy.
- (b) A copy of the PMGL Privacy Policy is available at www.perthmarket.com.au.
- (c) Each such Person acknowledges that PMGL utilises closed circuit technology and/or other surveillance technology on and about the Site and consents to PMGL collection of recordings, together with the use and disclosure of recordings as required by PMGL including in the terms of these Site Rules.

Section 11

INTERPRETATION & DEFINITIONS

- (a) This clause applies unless the context otherwise requires.
- (b) Each obligation of two (2) or more Persons is made jointly by all and by each such Persons.
- (c) References to a thing include the whole and any one or more part of the thing.
- (d) References to any Party include:
 - (i) Any one or more or all the Persons comprising the relevant Party,
 - (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 PMGL must be made in Australian dollars or other immediate bank transfer in the manner reasonably required by PMGL without any deduction or set off whatsoever.
- (i) All documents referred to in the Site Rules are available on the PMGL website (www.perthmarket.com.au) or by contacting Perth Market directly.
- (j) In these Site Rules, unless the context otherwise requires and were 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 PMGL to enter the Site, including those who have been provided with a Site Access Digital ID or Vehicle Access permit.

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

Australian 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.

Authorised Person means any Person authorised by PMGL to act on PMGL’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 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 PMGL has issued a current Buyer category Site Access Digital ID to conduct buying activities at the Site.
Buyer Access Hours	means the hours determined by PMGL 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 PMGL from time to time.
CEO	means the Chief Executive Officer of PMGL.
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 eighteen (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 PMGL 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 PMGL) who is providing a service to PMGL, Tenants or Persons within the Site.
Cost	means the amount reasonably determined and specified in writing by PMGL as to the loss and damage suffered by PMGL, or to be incurred by PMGL to remediate the Site or to address non-compliance, because of a Person not complying with the Site Rules.
Customer	means a Person who transacts with a Tenant or PMGL 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”.
Demerit Point	means a penalty issued to a Forklift permit holder for designated offences of the Site Rules.
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 PMGL 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 PMGL 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.
Enclosed Footwear	means footwear covering all the foot, up to the ankle, without any toe or heel holes and have a wide heel base with a rise of less than 2.5cm.
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 Digital ID issued to them suspended or cancelled for the duration of the exclusion period.
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 PMGL for the operation of a Forklift on the Site.
Forklift Refresher Course	means an annual refresher safety course conducted by or on behalf of PMGL concerning (without limitation) the use and operation of Forklifts on the Site.
Forklift Safety Course	means a course conducted by or on behalf of PMGL concerning (without limitation) the use and operation of Forklifts on the Site.
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 PMGL 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 PMGL.
Guides	mean those guides forming part of these Site Rules as referred to in Section 1, Paragraph (e).
Headphones	means an electronic device worn inside the outer ear, or over the ear to listen to audio signals or communicate with as a hands-free device.
HVSG	means High Visibility Safety Garments which comply with AS 4602 or another higher Australian Standard and in particular: <ul style="list-style-type: none"> (a) A Class D high visibility safety garment during daylight hours, and (b) Class D/N 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.
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.
Licence Area	means an area on the Site that PMGL has granted a licence to a person to use from time to time.

LPG Refuelling Facility	means the Market West LPG facility at the Site as may be available to Persons including for the refuelling of LPG Forklifts.
Laboratory	means a place at which the analytical procedures for both the initial and, where necessary, the confirmatory test is 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 PMGL to monitor and administer compliance with these Site Rules.
Motorcycle	means any motorised Vehicle having less than four wheels which does not exceed one (1) 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 motorised 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.
PMGL	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.
PMGL Employee	means each Employee engaged by PMGL.
PMGL's Insurance Provider	means the company or companies that supply insurance in respect of PMGL'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 PMGL 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 PMGL 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.
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 PMGL 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 PMGL 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 PMGL for use by Vehicles.
Sanction	means a penalty for disobeying a Site Rule to reclaim costs incurred to process and/or rectify the breach and can be financial or otherwise.
Sell, Sale or Selling	means a sale that takes place from within the Site or at a location outside the Site, and includes: <ul style="list-style-type: none"> (a) Barter or exchange, (b) Agree to sell, barter or exchange,

- (c) Offer or expose for sale, barter or exchange,
- (d) Send, forward or deliver for sale, barter or exchange,
- (e) Have in possession for sale, barter or exchange,
- (f) Cause or suffer to be sold, bartered, exchanged, offered for sale, exposed for sale or sent,
- (g) Attempt to sell, barter, exchange, expose for sale or send, forward or deliver for sale, barter or exchange, or
- (h) Any combination of the above.

Sign	means any sign, signal, marking, light, or other visual device placed or erected or marked by PMGL 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 PMGL within the fenced area designated by PMGL and known as Perth Markets.
Site Access Digital ID	<p>means a duly authorised and issued mobile credential, 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 Digital ID issued, and that the Site Access Digital ID has not expired, been cancelled or suspended.</p> <p>PMGL, at its discretion, may adopt new technology as part of a broader enhancement of the site access control system, reference to Site Access Digital ID will also mean "Bluetooth/Mobile Credentials" an application that will be added to a Persons mobile phone.</p>
Site General Terms and Conditions of Entry	are the terms and conditions contained in Schedule 1 of these Site Rules, subject to variation by PMGL 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 PMGL's Site Induction protocols (as determined from time to time by PMGL) that must be completed by Persons who require a Site Access Digital ID or the renewal of a Site Access Digital ID 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, licence, tenancy or other right of occupation entered between PMGL 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 PMGL, 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 PMGL from time to time.
Trading Hours	means the hours in each Trading Day when the CTA is open for trading, as stipulated by PMGL from time to time.
Transhipping	(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 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 Digital ID and who seeks to enter the Site for a bona fide purpose of dealing with a Tenant, a Buyer or PMGL 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 PMGL 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 & 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 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 Digital ID, Mobile Credentials or Visitors/Contractor Pass at all times,
- Comply with the Site Rules (which are available from PMGL'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 PMGL or a Person authorised by PMGL for that purpose, and
- Wear fully enclosed footwear and PPE, including high visibility clothing in accordance with the Site Rules.

You Must Not (unless otherwise expressly authorised to do so by PMGL):

- 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 PMGL 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, and
- 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 PMGL 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 PMGL, its Authorised Officers, PMGL 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 PMGL, its Authorised Officers, PMGL 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.