

BRISBANE MARKETS

REGULATIONS

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Approved for issue and use

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SECTION 1 - INTRODUCTION

- A. The Brisbane Markets is a privately owned facility. Accordingly, access to the Brisbane Markets is restricted to those Persons who have a specific business activity at the Brisbane Markets, or an authorised purpose for being at the Brisbane Markets.
- B. The Brisbane Markets is also a commercial facility situated in an industrial area in which many Vehicles operate in the transportation, loading and unloading of Goods. Accordingly, all Persons in the Brisbane Markets must exercise caution and take a level of care for their own safety and the safety of others, as would be reasonably expected from a Person who has access to the Brisbane Markets and carries on activities or is present within the Brisbane Markets.
- C. These Regulations are intended to provide a system of rules for access to and the conduct of activity within the Brisbane Markets which, if observed, are intended to minimise the risk of loss, damage, death or injury being sustained.
- D. These Regulations apply to all Persons entering the Brisbane Markets who, by virtue of them entering the Brisbane Markets, agree to be legally bound by and to comply with these Regulations.
- E. Monetary Sanctions apply for any breach of these Regulations. (refer attached)

SECTION 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Regulations, unless the context otherwise requires, the following definitions apply:

Access Card means a permit issued by BML to a person entitling that person to enter the Brisbane Markets at the times and on the conditions determined by BML.

Articulated Vehicle means a combination of a prime mover and a semi-trailer, or a combination of semi-trailers.

Authorised Buyer means a Person to whom BML has issued a current Access Card to conduct buying activities at the Brisbane Markets during the Authorised Buyer Access Hours.

Authorised Buyer Access Hours means the hours determined by BML during which an Authorised Buyer may have access to the Brisbane Markets.

Authorised Officer means:

- (a) the Chief Executive; or
- (b) a BML Employee appointed by BML to be an Authorised Officer,
as the case may be.

Authorised Person means a person (other than the Chief Executive or a BML Employee) authorised by BML for a purpose set out in these Regulations.

Bicycle means any vehicle having two wheels and designed for propulsion wholly by human power.

BML means Brisbane Markets Limited ABN 39 064 983 017 its successors and assigns.

BML Employee means each employee or contractor engaged by BML.

Brisbane Markets means all land and improvements owned by BML from time to time in the areas north and south of Sherwood Road, Rocklea, Queensland and such other land and improvements designated by BML to for part of the Brisbane Markets from time to time..

Bulletin means any notice, sign, bulletin, memorandum or written communication from or approved by BML.

Carriageway means a Road or that portion of a Road formed, prepared, or set aside for use by any Vehicle, and is not intended to exclude the use of such a Road or such portion of a Road by Pedestrians when necessary.

Central Trading Area means that part of the Brisbane Markets bounded by buildings known as A, B, C, D and E blocks and the area between them, or such other part of Brisbane Markets designated as such by BML in a Bulletin.

Chief Executive means the Chief Executive Officer of BML.

Commencement of Trading means the time on each Trading Day determined by BML from time to time when Authorised Buyers are permitted to enter the Brisbane Markets.

Commercial Vehicle means a load bearing Vehicle built and used predominantly for carrying or hauling Goods. For the purposes of these Regulations, sedans, station wagons, four wheel drives, utilities, or other passenger Vehicles which are registered as a Commercial Vehicle, and other Vehicles which are not primarily used as defined, are specifically excluded from being regarded as a 'commercial vehicle'.

Common Area means those parts of the Brisbane Markets from time to time designated by BML as being for common use.

Contractor means a Person who is providing or intends to provide services on an ad hoc, repeat or regular basis to Persons within the Brisbane Markets.

Designated Parking Space means a space on a Road or other part of the Brisbane Markets that is defined by an Official Sign or in a Bulletin to be a designated parking space.

Designated Storage Space or **Designated Storage Display area** means a space in the Brisbane Markets that is defined by an Official Sign or in a Bulletin to be a designated storage space and/or display area.

Designated Walkway means that part of a Road or other part of the Brisbane Markets set apart for use by Pedestrians and every pavement, thoroughfare or other part of the Brisbane Markets officially used by Pedestrians and not by Vehicles, or which is defined by an Official Sign or Bulletin to be a Designated Walkway.

Forklift means a device for loading, unloading and transporting palletised Goods.

Forklift Insurance Policy means a policy of insurance for a Forklift insuring against liability for personal injury and property damage caused by, through, or in connection with the Forklift in the Brisbane Markets and irrespective of whether the Forklift is, or is not required to be, registered under any law.

Forklift Operator's Permit means a permit issued by BML for the operation of a Forklift.

General Public means all members of the public (other than a Tenant, Tenant Employee, Authorised Buyer or Visitor).

General Public Access Hours means the hours determined by BML from time to time during which the General Public may have access to the Brisbane Markets on a Trading Day.

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

Goods means fruit and vegetables and other ancillary products which are warehoused and distributed at the Brisbane Markets from time to time with the prior consent of BML.

Grower means a Person who has grown produce for the purpose of sale.

GST means Goods and Services Tax.

Induction Program means the program designed and implemented by BML for the conduct of activities at the Brisbane Markets pursuant to these Regulations as well as statutory regulations including (but without limitation) workplace health and safety conditions (and such other matters as determined by BML from time to time).

Leasing Consent Policy means the Policy of the same name as reviewed and varied by BML from time to time.

Motor Vehicle means any Vehicle propelled or designed for propulsion wholly or partly by gas, motor spirit, oil, electricity, steam or any other mechanical power, and includes an Articulated Vehicle, Forklift, Motorcycle, Private Vehicle, Commercial Vehicle and a Trailer attached to or drawn by a Vehicle.

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

Official Sign means any sign, signal, marking, light, or other visual device placed or erected by BML in the Brisbane Markets or contained in a Bulletin, regulating the use of the Brisbane Markets and the movement of Persons and Vehicles.

Parking means the standing of an occupied or unoccupied Vehicle.

Party means a party to a Tenancy.

Passenger includes any natural Person carried in or on a Vehicle.

Pedestrian includes any natural Person walking, running, standing, sitting or being otherwise in or upon the Brisbane Markets.

Person includes any natural person, company, corporation, body corporate, association, firm, business or partnership accessing or present in the Brisbane Markets.

Policy on Conduct at the Brisbane Markets means the Policy of the same name as reviewed and varied by BML from time to time.

Prime Mover means a Vehicle that is built to haul a Semi-trailer or combination of Semi-trailers.

Private Vehicle means a Vehicle built primarily for the conveyance of private Passengers.

Regulations means these Brisbane Markets Regulations, including any annexures, schedules, amendments and variations made by BML from time to time.

Reserved Parking Space means a parking space which has been allocated to a Tenant for the parking of a specific nominated Private Vehicle or Commercial Vehicle, at a charge.

Restricted Speed Zone means the area bounded by buildings known as A, B, C and D in the Brisbane Markets and the area between them.

Road means any thoroughfare, alley, lane, track, Carriageway or Designated Walkway, (and all bridges, culverts, grids, pavements, approaches and crossings) at the Brisbane Markets and to which Persons have or are permitted to have access.

Safety Helmet means a safety helmet that complies with AS1698-1988: Protective Helmets for Vehicle Users.

Sanction Amount means the amounts determined by BML from time to time which may be imposed by BML for any breach of these Regulations.

Sell or Sale includes:

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

For the purpose of this definition, "Sale" includes a sale that takes place from a Tenancy or at a location outside of the Brisbane Markets.

Semi-trailer means any Trailer having one or more axle groups which has a means of attachment to a Prime Mover.

Service Provider means a Person contracted or otherwise invited by BML to provide any service in or to the Brisbane Markets.

Sign includes any poster, placard, notice, signboard, bulletin or sign of any kind approved by BML, and includes any lines, words, figures or symbols painted or marked on the surface of a Road or other part of the Brisbane Markets.

South Gate East Precinct means the land and buildings on Lot 1, SP 163313 to the east of Martin Taylor Drive.

Tenancy means a lease, licence, tenancy or other right of occupation entered into between BML and a Tenant for the occupation and use of premises or space in the Brisbane Markets.

Tenancy Area means the premises or space occupied by a Tenant pursuant to a Tenancy.

Tenant means any Person holding a Tenancy at the Brisbane Markets for carrying on business and includes any Tenant Employee and any sub-lessee, licensee and concessionaire of the Tenant.

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

Tenant Warehouse means a Tenancy which has the permitted use of the warehousing and storage of Goods.

Trading Day means every day on which the Brisbane Markets is open for trading as stipulated by BML from time to time.

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

Trailer means any Vehicle without motor power attached or designed for attachment to another Vehicle, but does not include an Articulated Vehicle.

Transporter means a Person engaged in transportation of Goods and includes any employee, officer and agent of that Person.

Transshipping means the transit of Goods through the Brisbane Markets where the Goods are not for use or resale by a Tenant.

Unloading Service Contractor means a Person who, pursuant to an agreement entered into with BML, is authorised to unload Goods at the Brisbane Markets.

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, tricycle or other means of transport or conveyance designed for movement upon wheels whether or not such Vehicle is or is not capable of being operated or used in a normal manner.

Visitor means a Person who seeks to enter the Brisbane Markets for the bona fide purpose of visiting the Brisbane Markets:

- (i) including Service Providers, Transporters and Growers for the purposes of these Regulations;
- (j) but excluding any Tenant, Tenant Employee, Authorised Buyer, Contractor and member of the General Public.

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

Waste and Pest Management Policy means the Policy of the same name as reviewed and varied by BML from time to time

2.2 Interpretation

- (a) This clause applies unless the context otherwise requires.
- (b) Each covenant by two or more Persons as a Party is made jointly by all and severally by each.
- (c) References to a thing include the whole and any one or more parts of the thing.
- (d) References to any Party includes:
 - (i) any one or more or all of the Persons comprising the relevant Party; and
 - (ii) each personal representative of the relevant Person; and

- (iii) each officer, employee, agent, contractor, 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" means calendar month.
- (g) Words denoting a particular gender include each other 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 BML must be made in Australian dollars in the manner reasonably required by BML without any deduction or set off whatsoever.
- (i) If any provision of these Regulations is invalid, illegal or unenforceable, the provision must so far as possible be read down to give it a valid operation of a partial character. If that is not possible, the provision must be severed and the remaining provisions must not in any way be affected or impaired by the same.

SECTION 3 - CONTROL OF ACCESS TO THE BRISBANE MARKETS

3.1 Entry to the Brisbane Markets

- (a) A Person (other than a BML Employee) must not enter or be in any part of the Brisbane Markets when closed, or closed to any category of Tenants, or access is not otherwise permitted as may be notified by BML at any time and from time to time.
- (b) A Vehicle must not enter or be in any part of the Brisbane Markets (other than a Vehicle owned or controlled by BML or an Authorised Officer of BML) when closed, or access is not otherwise permitted as may be notified by BML at any time and from time to time.
- (c) However, this does not apply to any Person or Vehicle permitted by BML or any Authorised Officer to:
 - (i) be in the Brisbane Markets when it is closed; or
 - (ii) enter the South Gate East Precinct.

..... *Maximum monetary sanction of up to \$110 per breach*

3.2 Entry and Access by Tenants

- (a) Subject to paragraph (b) of this clause, each Tenant and Tenant Employee must:
 - (i) not enter the Brisbane Markets except:
 - (A) upon production of a valid Access Card issued to that Person and having paid the appropriate fee (if any); and
 - (B) during the times and in accordance with the conditions of that Person's Access Card;
 - (ii) while in the Brisbane Markets:
 - (A) prior to the Commencement of Trading, remain within the confines of the building in which the Tenant's Tenancy Area is located unless otherwise authorised by BML (and for the avoidance of doubt this means that in the case of both Central Trading Area and warehouse Tenancies, there is to be no movement between buildings prior to the Commencement of Trading); and
 - (B) comply with all of the requirements of the Policy on Conduct at the Brisbane Markets.
- (b) Each Tenant must, as and when required by BML from time to time:
 - (i) advise BML of the details of their employees, Contractors and any other authorised personnel of the Tenant and promptly notify BML of any changes to the same; and

- (ii) cause those Persons identified under paragraph (b)(i) of this clause to participate in BML's Induction Program, within the period prescribed by BML from time to time.
- (c) Each Tenant is permitted 24 hour access to the Brisbane Markets, conditional upon compliance with paragraph (a) of this clause.
- (d) Each bona-fide Tenant Employee who does not have any authority or active role in either the purchasing or selling of Goods will be permitted access to the Brisbane Markets but only in accordance with the conditions of that Person's Access Card, as issued by BML.
- (e) For the purposes of this section, the onus of proof in respect of establishing (to BML's satisfaction) whether a Tenant Employee is bona-fide, rests with the Tenant.
- (f) Despite anything to the contrary, any Tenant or Tenant Employee when entering the Brisbane Markets must comply with these Regulations and the General Terms and Conditions of Entry, and otherwise as determined by BML from time to time

..... *Maximum monetary sanction of up to \$110 per breach*

3.3 Entry and Access by Authorised Buyers

- (a) An Authorised Buyer or employee of an Authorised Buyer, must not enter the Brisbane Markets:
 - (i) at any time unless this clause has been complied with; and
 - (ii) prior to the Commencement of Trading without the written authorisation of BML.
- (b) Each Authorised Buyer must participate in BML's Induction Program in the manner required by BML from time to time.
- (c) After the Commencement of Trading an Authorised Buyer shall only enter the Brisbane Markets:
 - (i) upon production of a valid Access Card issued to that Person; and
 - (ii) during the times and in accordance with the conditions of that Person's Access Card.
- (d) An Authorised Buyer who is not a Market Tenant must not occupy or enter areas outside the Central Trading Area and other parking areas designated by BML from time to time for use by Authorised Buyers except for the purpose of entering and exiting the Brisbane Markets. To avoid doubt, this paragraph (d) applies to the South Gate East Precinct.
- (e) An Authorised Buyer is not entitled to buy or make arrangements to buy Goods from any Tenant of a Tenant Warehouse or a Grower or from any other Person while at the Brisbane Markets, except where that Tenant is also the holder of a Selling Floor Lease.
- (f) An Authorised Buyer must not consolidate their purchases within the Brisbane Markets unless they have a pre-designated consolidation area agreed to in writing by BML or they are using a parking area designated by BML for use by Authorised Buyers.
- (g) When an Authorised Buyer enters the Brisbane Markets prior to the Commencement of Trading because they are delivering Goods into the Brisbane Markets, BML reserves the right to impose access restrictions to ensure ongoing compliance with this section and these Regulations.
- (h) Despite anything to the contrary, every Authorised Buyer and the employees of Authorised Buyers when entering the Brisbane Markets must comply with these Regulations, the General Terms and Conditions of Entry, and the Policy on Conduct at the Brisbane Markets and as otherwise determined by BML from time to time.

..... *Maximum monetary sanction of up to \$110 per breach*

3.4 Entry and Access by Visitors

All Visitors must, prior to entering the Brisbane Markets, report to an Authorised Officer, and must not enter the Brisbane Markets except:

- (a) with the approval of an Authorised Officer;
- (b) after identifying the purpose for which they are seeking entry to the Brisbane Markets;
- (c) in accordance with any conditions stipulated by the Authorised Officer;

- (d) in accordance with these Regulations;
- (e) in accordance with the General Terms and Conditions of Entry and the Policy on Conduct at the Brisbane Markets; and
- (f) as otherwise determined by BML from time to time.

..... *Maximum monetary sanction of up to \$110 per breach*

3.5 Entry and Access by the General Public

A member of the General Public must not enter or remain within the Brisbane Markets except:

- (a) during the General Public Access Hours;
 - (i) for the purpose of purchasing goods from businesses within the Central Trading Area;
 - (ii) upon purchase of a ticket from BML to enter the Brisbane Markets;
 - (iii) with the approval of an Authorised Officer;
 - (iv) in accordance with any conditions stipulated by an Authorised Officer;
- (b) within the Central Trading Area and the areas immediately adjacent to the Central Trading Area; and
- (c) generally, in accordance with the General Terms and Conditions of Entry and the Policy on Conduct at the Brisbane Markets; and
- (d) as otherwise determined by BML from time to time.

..... *Maximum monetary sanction of up to \$110 per breach*

3.6 Entry and Access to Central Trading Area

Any person who has a role in the purchase, receipt or transportation of Goods is permitted to park in the area prior to the Commencement of Trading without specific written authorisation by BML but subject to such terms and conditions as prescribed by BML from time to time.

The entry and access to the Central Trading Area, including the Vehicle parking areas at the rear of Buildings B, C, D and E shall be restricted by BML two hours prior to the Commencement of Trading.

..... *Maximum monetary sanction of up to \$55 per breach*

SECTION 4 - CONTROL OF PERSONS IN THE BRISBANE MARKETS

4.1 Obey Authorised Officers

- (a) Every Person while in the Brisbane Markets must promptly obey all orders and directions given or made by an Authorised Officer.
- (b) A Person who is a Tenant, Tenant Employee or Authorised Buyer must at any time while in the Brisbane Markets and, upon request by an Authorised Officer, produce the Person's Access Card or other authority to be in the Brisbane Markets.

..... *Maximum monetary sanction of up to \$110 per breach*

4.2 Conduct of Business in the Brisbane Markets by Tenants

- (a) A Tenant must not, without the prior written approval of BML (which approval may be withheld in the absolute discretion of BML or granted subject to any conditions):
 - (i) Sell or offer for Sale and/or deliver any Goods from a Tenancy to any Authorised Buyer or other Person within the Brisbane Markets unless that Tenant is the Lessee of a Selling Floor Tenancy;

- (ii) Sell Goods outside the Trading Hours (except this does not prohibit a Selling Floor Tenant from selling any Goods to another Selling Floor Tenant);
 - (iii) Sell any Goods in the Brisbane Markets to an Authorised Buyer or other Person in the Brisbane Markets except:
 - (A) from a Selling Floor Tenancy of that Tenant; and
 - (B) where the Goods have been approved by BML for Sale from the Selling Floor Tenancy in accordance with the Permitted Use clause under the lease for that Tenancy or the Policy on the Sale of Ancillary Products from a Selling Floor;
 - (iv) Sell and/or deliver any Goods that BML has prohibited from Sale in the Brisbane Markets; and
 - (v) Sell any Goods by auction or advertise a Sale by auction at the Brisbane Markets (except where the Permitted Use of the Lease allows this).
- (b) Where a Tenant does not hold a Selling Floor Tenancy, the Sale and/or the delivery of Goods to Authorised Buyers while in the Brisbane Markets or other Persons within the Brisbane Markets is absolutely prohibited.

..... *Maximum monetary sanction of up to \$550 per breach*

4.3 **Prohibited Conduct Generally in the Brisbane Markets**

A Person must not, while in the Brisbane Markets:

- (a) generally engage in anti-social or otherwise offensive behaviour;
- (b) damage or wilfully abuse any property belonging to BML or any other person;
- (c) make use of or otherwise occupy any Common Area within the Brisbane Markets for activities not considered appropriate by BML, acting in its absolute discretion;
- (d) obstruct or interfere with fire hoses, fire sprinklers, alarms and other security or emergency services and equipment nor use any fire hose for any purpose other than fighting fires;
- (e) deposit or dispose of any Waste in any place except bins or receptacles provided to, or organised by or on behalf of that Person, or such other industrial waste bin or receptacle provided generally for that purpose;
- (f) cause or suffer to be caused Waste (as determined in the sole discretion of an Authorised Officer) to be deposited in areas within the Brisbane Markets except in accordance with these Regulations;
- (g) Sell any Goods unless the Person is a Tenant of a Selling Floor Tenancy or Retail Tenancy or Sell any services unless the Person or Tenant is authorised by BML to conduct the Sale of services within the Brisbane Markets and then only at the place and during the times and in the manner expressly authorised by a written permit issued to that person by BML, or under the terms and conditions of a Tenancy;
- (h) Sell any Goods in the Central Trading Area, unless the person is a Tenant with a Selling Floor Tenancy or Retail Tenancy and is operating from their Tenancy Area;
- (i) bring into, possess, control, drive or operate any unregistered Vehicle in the Brisbane Markets if that Vehicle is required to be registered under any law in order to be driven;
- (j) bring into, possess, control, drive or operate any Vehicle in the Brisbane Markets that is not required to be registered by law unless an insurance policy is in place to cover such Vehicle in respect of public liability risks.
- (k) drive a Vehicle while the Person is unlicensed to drive under any law, or drive a Vehicle in an unsafe or dangerous manner (as determined by an Authorised Officer in their absolute discretion) or at a speed in excess of the speed limit applying where the Person is driving;
- (l) be under the influence of an intoxicating substance or drug (other than a drug prescribed for a medical condition);

- (m) bring or allow any animal into the Brisbane Markets (except as where permitted to do so by law);
- (n) smoke any substance, cigarette, cigar, pipe or other device in an area of the Brisbane Markets which BML has designated as a “non smoking” area and/or in which smoking is prohibited.
- (o) commit any unlawful act; or
- (p) otherwise act in a manner which may, (in the absolute discretion of BML) adversely affect the health or safety of an individual, themselves or property of others.

..... *Maximum monetary sanction of up to \$1,100 per breach*

4.4 Responsibility for Employees

All Market Tenants have a responsibility to ensure that their employees obey these Regulations and the General Terms and Conditions of Entry.

4.5 Children

All children up to and including the age of twelve years must at all times, while in the Brisbane Markets, be accompanied by an adult.

4.6 Report Incidents

If an incident, accident, injury or dangerous event (an “Event”) happens at the Brisbane Markets, then each Person directly or indirectly involved in the Event must report the happening of the Event to an Authorised Officer immediately after it happens including information and details of the Persons involved and the circumstances giving rise to the Event.

..... *Maximum monetary sanction of up to \$110 per breach*

SECTION 5 - DELIVERIES AND UNLOADING

5.1 Entry Conditions

A Person delivering Goods into the Brisbane Markets must report to an Authorised Officer at the entrance gate prior to entering the Brisbane Markets and will not be allowed entry unless:

- (a) the consignee of the Goods is a Tenant;
- (b) the Person produces a completed manifest (in a form approved by BML) containing the name and address of the consignor, the consignee, the type and quantity of Goods and any other information requested by BML relating to the Goods;
- (c) the Person pays the fees prescribed by BML from time to time (which may vary according to the type, quantity or size of Goods or whether the Goods are for transshipping or other use or destination); and
- (d) the requested entry time is during the designated entry time for the delivery of the relevant class of Goods as determined by BML from time to time (which may vary according to the type, quantity or size of Goods or whether the Goods are for transshipping or other use or destination).

..... *Maximum monetary sanction of up to \$110 per breach*

5.2 Unloading Conditions

A Person must not unload Goods in the Brisbane Markets unless:

- (a) the Person is an Unloading Service Contractor;
- (b) the Person is authorised in writing by BML;
- (c) the Goods being unloaded fall within the permitted use of the Tenancy including any consent or approval issued by BML extending to the Goods authorised for that Tenancy; and
- (d) the unloading otherwise complies with this Section.

..... *Maximum monetary sanction of up to \$110 per breach*

5.3 Tenant Unloading

A Tenant must not unload Goods unless:

- (a) the Tenant is the consignee of the Goods;
- (b) the Vehicle delivering the Goods is carrying the Goods consigned to or to be delivered to the Tenant and no other Person;
- (c) the unloading is carried out at the Tenant's selling floor and/or warehouse;
- (d) the Goods, when unloaded, are stored or placed within the confines of the Tenancy Area of that Tenant's selling floor/warehouse; and
- (e) all unloading is undertaken at the sole risk and responsibility of the Tenant.

..... *Maximum monetary sanction of up to \$110 per breach*

5.4 Driver Unloading

The driver of a Vehicle delivering Goods must not unload those Goods unless:

- (a) one or more Tenants are the consignees of the Goods;
- (b) the Vehicle delivering the Goods is carrying the Goods consigned to or to be delivered to those Tenants and no other person;
- (c) the unloading is carried out at those Tenants' warehouses and/or selling floor, and at the sole risk and responsibility of the Tenant;
- (d) the Goods, when unloaded, are stored or placed within the confines of the Tenancy Area of each Tenant's warehouse and/or selling floor;
- (e) the driver or carrier is authorised in writing by each Tenant to unload the Goods and to enter and use the Tenant's Tenancy Area, Forklift and other equipment; and
- (f) the driver or carrier is the holder of a valid certificate of competency and BML Forklift Operators Permit and any other licence or permit required under any law for the operation of the Vehicle.

..... *Maximum monetary sanction of up to \$110 per breach*

5.5 Storage and Display of Goods

A Person must not stack, store or display any Goods or permit any Goods to remain upon any Road or Designated Walkway or other place in the Brisbane Markets except:

- (a) in a Designated Storage Space or Designated Storage Display Area;
- (b) within the confines of a Tenancy Area; and
- (c) upon payment of a fee prescribed by BML for that purpose

To avoid doubt, a Tenant must not display Goods for Sale unless that Tenant is the Tenant of a Selling Floor Tenancy.

..... *Maximum monetary sanction of up to \$55 per breach*

SECTION 6 - VEHICLES, TRAFFIC AND MARKETS SAFETY

6.1 Obligation to Ensure Safety

- (a) A Person must comply at all times with all relevant occupational health and safety laws and behave in a manner that is consistent with the safety of all persons in the Brisbane Markets.
- (b) A Person must not place or use (or cause or permit to be placed or used) any Goods, Vehicle, plant, equipment or other property beyond the boundaries or limits of their Tenancy without the written permission of BML or an Authorised Officer.
- (c) A Person must not bring (or cause or permit to be brought) any Goods, Vehicle, plant, equipment or other property into the Brisbane Markets other than in accordance with these Regulations or the terms of the Person's Tenancy.
- (d) A Person must not place any Goods, Vehicle, plant, equipment or other property in the Common Area or in any other way obstruct, or cause to be obstructed, the Common Area.
- (e) A Person must not in any way:
 - (i) obstruct or cause to be obstructed, any access to fire exits, fire doors or fire-fighting equipment; and

- (ii) use fire-fighting equipment for a purpose other than the intended purpose.
- (f) A Person must comply with all laws and directions of any Authorised Officer in regard to electrical safety including the following:
 - (i) when using electricity in the Brisbane Markets a Person must at all times do so in accordance with the directions of BML or an Authorised Officer; and
 - (ii) a Person must not at any time install or connect any equipment or do any act that overloads any of the systems through which electricity may be conveyed to or reticulated in the Brisbane Markets.

..... *Maximum monetary sanction of up to \$550 per breach*

6.2 Entry of Vehicles

A Person must not bring, or permit to be brought in or upon the Brisbane Markets, a Vehicle except:

- (a) at such times and in accordance with the conditions of an Access Card or other written authority issued to that Person or the owner of the Vehicle by BML;
- (b) in accordance with the General Terms and Conditions of Entry;
- (c) upon payment of the relevant entry fee for the Vehicle as determined by BML from time to time; and
- (d) in accordance with these Regulations.

..... *Maximum monetary sanction of up to \$55 per breach*

6.3 Pallet Return

- (a) Subject to paragraph (b) and (c) of this clause, a Person is not permitted to enter the Brisbane Markets with empty returnable pallets during the period encompassing one hour after the entry time for Authorised Buyers. To avoid doubt, this subclause does not apply to South Gate East Precinct.
- (b) However, Tenants will be permitted access with empty returnable pallets during the period referred to in paragraph (a) of this clause, on condition that:
 - (i) the Tenant first produces an Access Card; and
 - (ii) the pallets in question are not brought into the Central Trading Area during the period referred to in paragraph (a) of this clause.
- (c) An Authorised Buyer may be permitted access with limited numbers of returnable pallets during the period referred to in paragraph (a) of this clause upon the written authority of BML and subject to such terms and conditions as imposed by BML from time to time. Breaches of the conditions as issued from time to time by BML may result in a monetary sanction being imposed by BML.

..... *Maximum monetary sanction of up to \$110 per breach*

6.4 Tenant Parking - Private Vehicles

A Tenant, Tenant Employee or Visitor must not park a Private Vehicle or leave a Private Vehicle standing at any place in the Brisbane Markets except:

- (a) in a reserved parking space allocated to that Person; or
- (b) within the confines of the Tenancy Area of that Person, that Person's employer or the Tenant inviting them; or
- (c) in a Designated Parking Space for general parking (subject to such terms and conditions as applicable;

and after having paid to BML any parking fee applicable, as prescribed by BML from time to time.

..... *Maximum monetary sanction of up to \$55 per breach*

6.5 Tenant Parking - Commercial Vehicles

- (a) A Tenant, Tenant Employee, Contractor engaged by a Tenant, or Visitor must not park or leave standing in or upon the Brisbane Markets, a Commercial Vehicle, except:
- (i) within the confines of the Tenancy Area of that Person, that Person's employer or the Tenant inviting them;
 - (ii) within a reasonable proximity to the Tenancy Area; or
 - (iii) in a Designated Parking Space for Commercial Vehicles;
- and after having paid to BML any parking fee applicable, as prescribed by BML from time to time.
- (b) For the purposes of paragraph (a) of this clause, what constitutes "reasonable proximity to the Tenancy Area" shall be a determination solely at the discretion of BML having regard to (among other things) the impact on the Common Area nearby the Tenancy, as well as the operational requirements of any Common Area affected.
- (c) During Market Trading Hours, the parking of Commercial Vehicles owned or operated by a Tenant or the parking of Commercial Vehicles being operated under a contractual arrangement between a Tenant and another party, in the vicinity of the Tenancy or Central Trading Area will only be permitted in respect of those Vehicles which are actively being used for the purpose of carting or delivering produce.
- (d) BML may from time to time, require a Tenant to register and/or provide details regarding all Commercial Vehicles owned and/or operated by them, or utilised by them in respect of the conduct of their business at the Brisbane Markets.

..... *Maximum monetary sanction of up to \$55 per breach*

6.6 **Authorised Buyer Parking**

An Authorised Buyer must not park a Vehicle or leave a Vehicle standing in the Brisbane Markets, except in a Designated Parking Space for Authorised Buyers' Vehicles, and subject to the payment of the prescribed fee to BML.

..... *Maximum monetary sanction of up to \$55 per breach*

6.7 **Other Parking Requirements**

- (a) A Person must not park a Vehicle or leave a Vehicle standing in the Brisbane Markets, except in an area designated by BML as being a Designated Parking Space for Commercial Vehicles, general parking area, or a Reserved Parking Space.
- (b) A Person must not park a Vehicle or leave a Vehicle standing in close proximity to a Commercial Vehicle which is being loaded or unloaded with Goods.
- (c) The parking of a Vehicle within the Brisbane Markets is subject to the payment of the prescribed fee to BML.
- (d) BML may from time to time limit the number of Vehicles in the Brisbane Markets by directing the immediate removal of any Vehicle from the Brisbane Markets, at the discretion of BML.

..... *Maximum monetary sanction of up to \$55 per breach*

6.8 **Articulated Vehicles/Containers**

- (a) A Person who drives or brings an Articulated Vehicle into the Brisbane Markets must not park the Vehicle, detach the Trailer or a container, or park, stand or leave the Trailer or container in the Brisbane Markets without the prior approval of an Authorised Officer, and then only at such places and/or pursuant to such conditions as approved or licensed for that purpose by BML and after having paid the prescribed fee to BML for the right to do so.
- (b) Without limiting the rights of BML under these Regulations in respect of any infringement, if the regulation in paragraph (a) of this clause is breached, then BML (and any Authorised Person) is authorised without notice to tow away or otherwise move the Articulated Vehicle, Trailer or container to a site within the Brisbane Markets (or elsewhere, as determined by BML in its sole

discretion) and on the basis that it only be released by BML after payment by the Person responsible for the Vehicle of a fee prescribed by BML.

- (c) The parking of any Trailer or the placement of any container on the surface of any Road within the Brisbane Markets must be done in a manner which does not damage the surface of the Road. 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.
- (d) No Semi-trailer or "B" double configured Vehicle or similarly configured Vehicle must not enter the Central Trading Area during Trading Hours unless they have a Reserved Parking Space and have paid the prescribed fee.
- (e) A transport Vehicle or trailer which is not owned or under the direct control of a Tenant is not to remain inside the Brisbane Markets for a period longer than eight hours in any twenty four hour period without the prior authorisation of BML or payment of the prescribed fee.

..... *Maximum monetary sanction of up to \$110 per breach*

6.9 Vehicle Refrigeration Motors

A Person must not operate or leave running any refrigeration motor mounted on a Vehicle at any time between the hours of sunset and sunrise except in the Designated Parking Areas as determined by BML from time to time, or with the prior approval of BML and then only at such place and during such times as determined by BML.

..... *Maximum monetary sanction of up to \$110 per breach*

6.10 Signs

The driver of a Vehicle and any Pedestrian must:

- (a) observe and comply with all Signs constructed, made, marked, placed, erected, fixed or painted in, into, or on any part of the Brisbane Markets; and
- (b) comply with any signal, order or direction given by an Authorised Officer for regulating or directing traffic or for any other purpose.

..... *Maximum monetary sanction of up to \$55 per breach*

6.11 Entering Roads

A Person driving a Vehicle and entering a Road from any place other than another Road must give way to all other Vehicles and Pedestrians.

..... *Maximum monetary sanction of up to \$55 per breach*

6.12 Leaving Roads

A Person driving a Vehicle making:

- (a) a right hand turn to leave a Road to enter a Tenancy Area, land or buildings abutting that Road, shall give way to all Vehicles proceeding in the opposite direction along the Road and to all Pedestrians; or
- (b) a left hand turn to leave a Road to enter a Tenancy Area, land or buildings abutting that Road, shall give way to all Pedestrians.

..... *Maximum monetary sanction of up to \$55 per breach*

6.13 Compliance with Laws Relating to Vehicles

A Person must, while parking, standing and driving a Vehicle in the Brisbane Markets, comply with and observe the provisions of all laws relating to the same.

..... *Maximum monetary sanction of up to \$55 per breach*

6.14 Pedestrian Crossings

A Person driving a Vehicle in or about the Brisbane Markets must give way to any Pedestrian who is on a pedestrian crossing.

..... *Maximum monetary sanction of up to \$55 per breach*

6.15 Pedestrian Movement

- (a) A Pedestrian must not:
- (i) walk or stand upon a Designated Walkway or Carriageway so as to inconvenience, obstruct, hinder or prevent the free passage of any other Pedestrian or Vehicle; and
 - (ii) not walk along a Carriageway if a Designated Walkway exists and abuts it and is in a fit condition for use.
- (b) All Pedestrians must take due care and precaution to avoid a collision with any other Pedestrian or Vehicle.

..... *Maximum monetary sanction of up to \$55 per breach*

6.16 Noise

A Person must:

- (a) not do anything (including drive a Vehicle or operate a radio, loudspeaker or any other electronic amplifying equipment) in the Brisbane Markets in a way that in the sole discretion of an Authorised Officer, causes undue noise; and
- (b) do all such things as the Authorised Officer may require to minimise or remove such noise

..... *Maximum monetary sanction of up to \$110 per breach*

6.17 Oil Spillage

A Person must:

- (a) not drive a Vehicle in the Brisbane Markets or effect an emergency repair to a Vehicle without taking adequate precautions to prevent waste, oil or grease from the engine, motor or other part of the Vehicle spilling or dropping upon a Road or other part of the Brisbane Markets; and
- (b) pay BML the cost of cleaning the same.

..... *Maximum monetary sanction of up to \$550 per breach*

6.18 Accidents & Incidents

The driver of a Vehicle involved in an accident or incident in the Brisbane Markets (whether or not it involves injury to or death of a Person or damage to property) must:

- (a) immediately stop the Vehicle;
- (b) remain at the scene of the accident or incident, and as soon as possible, give the driver's name and address and also the name and address of the owner or operator of the Vehicle driven by the driver and the identification marks of the Vehicle to:
 - (i) any person injured;
 - (ii) the driver of any other Vehicle involved in the accident or incident;
 - (iii) the owner of any property damaged;
 - (iv) an Authorised Officer; and
- (c) provide a detailed written report of the accident or incident to BML in such form as BML may from time to time require within 24 hours of the accident or incident or within such other time as BML may from time to time require.

..... *Maximum monetary sanction of up to \$110 per breach*

6.19 Inspect and Seize Contents of Vehicles

The owner or driver of a Vehicle in the Brisbane Markets must, upon request by an Authorised Officer, permit the Authorised Officer to:

- (a) inspect and examine the Vehicle and any loading of Goods on or in the Vehicle;

- (b) require the driver to move the Vehicle from any place to another place;
- (c) unlock, unfasten, open or require the driver to unlock, unfasten or open any closed door or compartment on the Vehicle or remove or require the driver to remove any removable cover upon the Vehicle;
- (d) enter the Vehicle to move or remove or direct the driver to move or remove in whole or in part any loading or Goods in or on the Vehicle;
- (e) require the driver of the Vehicle to give full information (including production of documents) as to the nature, origin or designation of the loading of Goods in or on the Vehicle, so far as it is known to the driver; or
- (f) seize and detain Goods in or on the Vehicle which the Authorised Officer suspects on reasonable grounds to be stolen or for which the driver does not provide full information and documents in response to a requirement under paragraph (e) of this clause; or
- (g) do any one or more of the things detailed in (a) – (f) above.

..... *Maximum monetary sanction of up to \$550 per breach*

6.20 **Not Obstruct other Vehicles**

The driver of a Vehicle must not wilfully obstruct, hinder, or prevent free passage of a Pedestrian or Vehicle in the Brisbane Markets.

..... *Maximum monetary sanction of up to \$110 per breach*

6.21 **Not Obstruct Roads or Designated Walkways**

A Person must not place or cause to be placed upon any Road, Designated Walkway, clearway or entrance to any Tenancy Area anything that may in the opinion of an Authorised Officer obstruct or endanger any Vehicle or Person.

..... *Maximum monetary sanction of up to \$110 per breach*

6.22 **No Selling from Road or Parking Area**

A Person must not sell, offer for sale or solicit in any manner the sale or purchase of any Goods on any Road or Designated Parking Space.

..... *Maximum monetary sanction of up to \$550 per breach*

6.23 **No Driving on Designated Walkway**

A Person must not drive a Vehicle upon a Designated Walkway unless:

- (a) the Vehicle is a Forklift;
- (b) the Vehicle travels in a straight line at right angles to the parallel lines or markings denoting the width of the Designated Walkway; and
- (c) it is for the sole purpose of entry to or exit from a Tenancy Area

..... *Maximum monetary sanction of up to \$110 per breach*

6.24 **Servicing, Repair and Washing of Vehicles**

A Person must not wash a Vehicle or carry out any repairs, servicing, mechanical or other work to a Vehicle except at such place and during such times as is designated from time to time by BML for that purpose.

..... *Maximum monetary sanction of up to \$110 per breach*

SECTION 7 - FORKLIFTS

7.1 **Use of Forklifts**

- (a) A person must not use a Forklift or permit a Forklift to be used in the Brisbane Markets that is not:
 - (i) registered with BML;
 - (ii) insured under a Forklift Insurance Policy, or conditionally registered with Queensland Transport;

- (iii) fitted with a motor governor or speed limiter restricting the maximum speed to 20 kilometres per hour; and
 - (iv) operated by a person holding an Operator's Permit.
- (b) However, this paragraph does not apply to a Forklift exclusively operating inside a Tenancy.
 *Maximum monetary sanction of up to \$110 per breach*

7.2 Application for Registration

- (a) An application for the registration of a Forklift must be made to BML in the approved form and accompanied by:
- (i) a certificate of insurance or other evidence satisfactory to BML establishing that the Forklift is insured under a Forklift Insurance Policy;
 - (ii) an inspection certificate in a form and containing such information as determined by BML; and
 - (iii) any other certificates, approvals or licences required under any law for the operation or use of the Forklift.
- (b) A Person applying to register, or renew the registration of a Forklift must pay the Forklift registration fees prescribed by BML within 14 days after issue of an invoice.
- (c) A Forklift is registered with BML when BML:
- (i) allocates a registration number to the Forklift;
 - (ii) records information relating to the Forklift in the BML register of Forklifts; and
 - (iii) issues to the Person making the application a BML registration label.
- *Maximum monetary sanction of up to \$110 per breach*

7.3 Inspections

BML may require either a Person applying for registration of a Forklift or the owner of a registered Forklift to submit the Forklift to an Authorised Officer for inspection at a specified time and place at the expense of the registered owner.

7.4 Non-Conforming Forklifts

BML may refuse to register or renew the registration or may cancel the registration of a Forklift that does not conform with these Regulations or any law relating to the use and operation of a Forklift, at which time the forklift would be required to be removed from the Brisbane Markets site.

7.5 Period of Registration

- (a) The registration or renewal of registration of a Forklift is effective:
- (i) on the issue of a BML registration label; and
 - (ii) up to and including the expiry date specified on the registration label.
- (b) Any payment for the renewal of registration of a Forklift relates to the period commencing on the expiry of the preceding period of registration.

7.6 Attachment of Registration Labels

The owner of a registered Forklift must attach the BML registration label to the Forklift within 7 days after receiving the label, and so that the registration label is clearly visible from either side of the Forklift.

..... *Maximum monetary sanction of up to \$55 per breach*

7.7 Renewal of Registration

The owner of a registered Forklift must apply to BML to renew its registration:

- (a) at least one (1) month before the expiration of the period of registration; and

- (b) using the approved registration application form accompanied by the documents and other things required for registration of a Forklift under this Section.

..... *Maximum monetary sanction of up to \$55 per breach*

7.8 Transfer of Registration

- (a) A Person who buys, or otherwise acquires, a registered Forklift must apply for transfer of the Forklift's registration within seven days after the Person acquires it.
- (b) An application for the transfer of registration must be made to BML in the approved form and accompanied by:
- (i) any other 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 under this Section.
- (c) Until BML receives notice of the transfer of a Forklift, and the transfer has been completed in accordance with this Section, the Person in whose name the Forklift is registered is taken to be the owner of and fully responsible for the Forklift under these Regulations.

..... *Maximum monetary sanction of up to \$55 per breach*

7.9 Cancellation of Registration

- (a) The registration of a Forklift may be cancelled on the written application of the owner if the Forklift has ceased to be used in the Brisbane Markets.
- (b) BML may by written notice to an owner cancel a Forklift's registration if:
- (i) application for renewal of registration is refused or not made in accordance with the provisions of these Regulations;
 - (ii) the fees for registration or renewal of registration are not paid by the due date;
 - (iii) an amount paid to BML on an application for registration or renewal of registration is paid by a cheque that is dishonoured; or
 - (iv) in the opinion of BML, there has been a failure to comply with any of the provisions of these Regulations.

..... *Maximum monetary sanction of up to \$110 per breach*

7.10 Forklift Operating Procedures

A Person must not use a Forklift, or permit a Forklift to be used in the Brisbane Markets unless:

- (a) the driver, operator or Person in charge is the holder of a valid certificate of competency and any other licence or permit required under any law;
- (b) the driver, operator or Person in charge is the holder of a valid operator's permit issued by BML;
- (c) it is driven and operated by the owner, an employee of the owner or a person authorised in writing by the owner;
- (d) it is driven or operated in a proper and safe manner, in accordance with any Sign and at speeds not exceeding 10kph in the Restricted Speed Zone;
- (e) it is used solely for the purpose for which it was designed and built;
- (f) no other person, other than the driver, is carried on the Forklift;
- (g) the registration label is attached to the Forklift in accordance with Section 7.6;
- (h) the Forklift is in good working order and free from defects and faults; and
- (i) the motor governor seal remains affixed to the Forklift governor and has not been altered, adjusted or broken.

..... *Maximum monetary sanction of up to \$110 per breach*

7.11 LPG Operated Forklifts

- (a) The owners of LPG operated forklifts are responsible for their safe operation as follows:
- (i) The safe storage of any gas cylinders held within their premises (if any), in accordance with the relevant Australian Standards.
 - (ii) The training of staff in the handling and storage of gas cylinders as required such as the exchange of cylinders and/or the refuelling of cylinders in accordance with relevant Australian Standards.
 - (iii) The maintenance of gas cylinders and relevant handling equipment and/or fittings in accordance with the relevant Australian Standards.
 - (iv) The safe operation and refuelling of forklifts by staff as required by the relevant Australian Standards.
 - (v) All forklifts which utilise a LPG refuelling facility in lieu of an LPG cylinder exchange service, must have an AFL valve fitted to the cylinder by 1 July 2007.

7.12 Parking of Forklifts

A person must not park a Forklift or leave a Forklift standing at any place in the Brisbane Markets other than:

- (a) within the confines of the owner's Tenancy Area; or
- (b) in such other place in the Brisbane Markets set aside from time to time for that purpose by BML.

..... *Maximum monetary sanction of up to \$55 per breach*

7.13 Powers of Authorised Officers re Forklifts

- (a) An Authorised Officer may require a driver, operator or Person in charge of a Forklift to state their name and to the best of the Person's knowledge, the name, company and address of the owner of the Forklift.
- (b) An Authorised Officer may require a driver, operator or Person in charge of a Forklift to present their Forklift Operator's Permit.
- (c) An owner or Person to whom an Authorised Officer makes a requirement under this clause must comply with the requirement.
- (d) An Authorised Officer may require a Person in charge of a Forklift to cease operating the Forklift if, in the opinion of the Authorised Officer, the use or operation of the Forklift contravenes any of the provisions of this Section.

..... *Maximum monetary sanction of up to \$55 per breach*

7.14 Liability of Forklift Owners and Users

- (a) The regulation of Forklifts used in the Brisbane Markets under these Regulations does not in any way:
 - (i) limit or reduce the liability of Forklift owners and users for loss, damage, death or injury caused as a consequence of their acts and omissions; nor
 - (ii) create a basis upon which BML could be asserted to have assumed any responsibility whatsoever for any such acts and omissions; nor
 - (iii) replace or remove the requirement for a Tenant to register or conditionally register any Forklift as required under Legislation.
- (b) Forklift owners and users indemnify and hold BML harmless in respect of all loss, damage, death or injury caused as a consequence of their acts and omissions concerning Forklifts.

..... *Maximum monetary sanction of up to \$550 per breach*

SECTION 8 - FORKLIFT OPERATOR'S PERMITS**8.1 Application for a Forklift Operator's Permit**

- (a) An application for a Forklift Operator's Permit must be made to BML in the approved form and accompanied by a valid certificate of competency and any other licence or permit required under any law for the operation or use of a Forklift.
- (b) A Person applying for a Forklift Operator's Permit or the renewal of a Forklift Operator's Permit must pay the Forklift Operator's Permit fee prescribed by BML prior to the permit being issued to the Person. The permit fee is non-refundable and no refund is payable should a Person's permit be refused, suspended or cancelled.
- (c) BML may issue a Forklift Operator's Permit by:
 - (i) allocating a Forklift Operator's Permit number to the Person;
 - (ii) recording information relating to the Person in the BML register of Forklift Operator's Permits; and
 - (iii) issuing the Forklift Operator's Permit to the Person making the application.

..... *Maximum monetary sanction of up to \$110 per breach*

8.2 Non-Conforming Forklift Operators

BML may refuse to issue or renew the Forklift Operator's Permit or may cancel the Forklift Operator's Permit of a non-conforming Person that is a Person that does not comply with these Regulations or any law relating to the use and operation of a Forklift.

..... *Maximum monetary sanction of up to \$110 per breach*

8.3 Period of a Forklift Operator's Permit

- (a) The Forklift Operator's Permit or the renewal of a Forklift Operator's Permit is effective:
 - (i) on the issue by BML of a Forklift Operator's Permit; and
 - (ii) up to and including the expiry date specified on the Forklift Operator's Permit.
- (b) Any payment for the renewal of a Forklift Operator's Permit relates to the period commencing on the expiry of the preceding Forklift Operator's Permit.

8.4 Location of a Forklift Operator's Permit

A Person who has been issued a Forklift Operator's Permit must carry the Forklift Operator's Permit with them at all times when they are the driver, operator or Person in charge of a Forklift.

..... *Maximum monetary sanction of up to \$55 per breach*

8.5 Renewal of a Forklift Operator's Permit

A Person who has been issued a Forklift Operator's Permit must apply to BML to renew their Forklift Operator's Permit:

- (a) before the expiration of the Forklift Operator's Permit;
- (b) using the approved Forklift Operator's Permit application form accompanied by the documents and other things required for registration of a Forklift under this Section.

..... *Maximum monetary sanction of up to \$55 per breach*

8.6 Cancellation and Suspension of a Forklift Operator's Permit

- (a) A Forklift Operator's Permit may be cancelled on the written application of the Person if the Person has ceased to be a driver, operator or Person in charge of a Forklift used at the Brisbane Markets.
- (b) BML may by written notice to a Person cancel their Forklift Operator's Permit if:
 - (i) application for renewal of the Forklift Operator's Permit is refused or not made in accordance with this Section;
 - (ii) the fees for the Forklift Operator's Permit or the renewal of the Forklift Operator's Permit are not paid by the due date;

- (iii) an amount paid to BML on an application for the Operator's Permit or the renewal of the Operator's Permit is paid by a cheque that is dishonoured; or
 - (iv) in the opinion of BML, there has been a failure to comply with any of the provisions of Sections 5,6,7 or 8, or any law relating to the use and operation of a Forklift.
- (c) BML may by written notice to a Person suspend their Forklift Operator's Permit for a period of time to be determined by BML, if in the opinion of BML there has been a failure to comply with any of the provisions of Sections 5,6,7 or 8 or any law relating to the use and operation of a Forklift, or any Sanction Amount issued to the Person remains unpaid.
- (d) BML may by written notice to a Person impose a Sanction Amount on a Person who has been issued with an Forklift Operator's Permit, if in the opinion of BML there has been a failure to comply with any of the provisions of this Section or any law relating to the use and operation of a Forklift.

..... *Maximum monetary sanction of up to \$110 per breach*

SECTION 9 - TENANCY AREAS

9.1 No Alterations or Interference

- (a) A Tenant must not make any alteration, addition or installation in or to any Tenancy Area, or any fixtures, fittings, plant, equipment, partition or other property of any kind owned or supplied by or on behalf of BML, the Tenant or any other Person, or interfere with any data, telecommunications equipment, electrical distribution equipment, plumbing fixtures, fire services equipment and/or fire detection equipment in or about the Tenancy Area, without the prior written consent of BML. In giving its consent, BML may impose as a condition that its approved contractors must be utilised to complete the work.

..... *Maximum monetary sanction of up to \$1,100 per breach*

9.2 Services

A Tenant must not obtain or allow any Person to provide any service at the Brisbane Markets in connection with their Tenancy without the written approval of BML. However, a Person may provide professional, consulting or advisory services to a Tenant at the Brisbane Markets without the written approval of BML.

..... *Maximum monetary sanction of up to \$1,100 per breach*

SECTION 10 - EMERGENCY AND EVACUATION PROCEDURES

10.1 Fire and Emergency Drills

Every Tenant, Tenant Employee and Authorised Buyer must:

- (a) make sure that they are familiar with BML's safety and emergency procedures; and
- (b) take part in any fire or emergency drill (and BML will do its best to give reasonable notice of a drill).
- (c) Provide and maintain such fire extinguishers and fire blankets as required, or recommended under the appropriate Standards or Codes.

..... *Maximum monetary sanction of up to \$110 per breach*

10.2 Report Risks

- (a) A Tenant, Tenant Employee, Authorised Buyer or Visitor must immediately report to an Authorised Officer, any risk they become aware of (eg a fire, a petrol or chemical spill, LPG leak or a bomb threat) affecting any part of the Brisbane Markets or anyone in it.
- (b) BML is entitled to close any part of the Brisbane Markets until BML decides that the risk has passed.

..... *Maximum monetary sanction of up to \$110 per breach*

10.3 Instructions and Directions

Every Tenant, Tenant Employee, Authorised Buyer and all other Persons must comply with any instruction they are given when there is or may be a risk (eg a fire, a petroleum fuel or chemical spill,

LPG leak or a bomb threat) affecting any part of the Brisbane Markets or anyone in it. This includes any instructions given by the police, the fire brigade, another emergency authority, an Authorised Officer or a fire or evacuation alarm.

..... *Maximum monetary sanction of up to \$110 per breach*

10.4 Requirement to Leave Tenancy

If a Tenant, Tenant Employee, Authorised Buyer or other Person is instructed to leave a Tenancy, building or other part of the Brisbane Markets, they must:

- (a) immediately do so; and
- (b) not re-enter the Tenancy, building or any other part of the Brisbane Markets until BML authorises that to occur; and
- (c) in particular not re-enter the relevant area until the police, the fire brigade, another emergency authority or an Authorised Officer tells them they are authorised to do so.

..... *Maximum monetary sanction of up to \$110 per breach*

SECTION 11 - ENVIRONMENTAL AND HYGIENE REQUIREMENTS

11.1 Protection of Environment Generally

A Person, while in the Brisbane Markets, must:

- (a) comply with and observe all laws and requirements of the local and any other government authority and BML relating to the environment and environmental practices, hygiene, water usage and the general presentation and cleanliness of their Tenancy; and
- (b) act in a way and carry on any activity in such manner so as to ensure:
 - (i) the protection of the environment from harm or degradation;
 - (ii) the protection of the health of persons;
 - (iii) the prevention, control and abatement of pollution or contamination and their effects;
 - (iv) the use of best practices for the regulation of Waste, Waste generation and Waste disposal in accordance with the Waste and Pest Management Policy; and
 - (v) the use of best practices for the regulation of discharges of Waste into the environment.

..... *Maximum monetary sanction of up to \$1,100 per breach*

11.2 Particular Environmental Requirements for Tenants

- (a) A Tenant must not dump, throw, deposit or place (or cause to be dumped, thrown, deposited or placed) any Waste in the Brisbane Markets, unless in a receptacle provided by the Tenant or BML for that purpose.
- (b) A Tenant must store, handle and manage all Goods and other materials in their Tenancy Area in a proper and efficient manner (and otherwise in the manner as may be directed by an Authorised Officer from time to time).
- (c) A Tenant must keep their Tenancy Area and adjacent areas clean, tidy and free from dirt at all times.
- (d) A Tenant must not cause or permit:
 - (i) any noxious or offensive odour or smell to be created in or about their Tenancy Area; and
 - (ii) any rats, cockroaches or other vermin to harbour within their Tenancy Area.
- (e) A Tenant must not dispose of any Waste in any sewer, sink, drain or pipe in the Tenancy Area or in the Brisbane Markets except in the places and in the manner designated by BML for that purpose.
- (f) A Person must place all Waste in such bins or receptacles provided for that purpose in the Brisbane Markets and otherwise in the manner designated by BML.
- (g) A Tenant who Sells food or food products must comply at all times with all relevant laws in regard to the safety of food.

- (h) A Tenant must not interfere with or remove any food waste from the Brisbane Markets unless authorised to do so by BML or an Authorised Officer and otherwise in the manner that may be designated by BML or an Authorised Officer, and subject to the appropriate fee, if any, being paid.
- (i) A Tenant must not, except with the written approval of BML, bring into the Brisbane Markets or possess or control in the Brisbane Markets any live animal, live bird, live fish or live reptile. If a Tenant is approved to bring the same into the Brisbane Markets, then the Tenant must keep it under proper control at all times.
- (j) A Tenant must not allow waste liquids or materials to enter the storm water system
- (k) A Tenant must comply with all regulations and requirements relating to the preservation of water including relevant provisions of the Water Act.

..... *Maximum monetary sanction of up to \$1,100 per breach*

SECTION 12 - INFRINGEMENT OF REGULATIONS AND IMPOSITION OF SANCTIONS

12.1 Infringement of Regulations

- (a) A Person who infringes these Regulations:
 - (i) will be subject to the remedial actions set out in the Policy on Conduct at the Brisbane Markets; and/or
 - (ii) may receive a warning from an Authorised Officer as to their conduct; and/or
 - (iii) may be immediately removed from the Brisbane Markets by an Authorised Officer who observes the person committing the infringement; and/or
 - (iv) may by order of BML, be prohibited from entering the Brisbane Markets for such time (not exceeding six months) as BML thinks fit; and/or
 - (v) may by order of BML, have their Forklift Operating Permit cancelled or suspended in accordance with Section 8.6 of these Regulations; and/or
 - (vi) authorises BML, an Authorised Officer, or an Authorised Person to tow away or otherwise move any Vehicle parked in a manner contrary to these Regulations to another area within the Brisbane Markets (or elsewhere, as determined by BML in its sole discretion), and on the basis that the Vehicle will only be released by BML after payment by the Person responsible for the Vehicle of a fee prescribed by BML; and/or
 - (vii) authorises BML (in the case of rubbish or other waste that the Person shows no intention of correctly disposing of, to cause the rubbish or other waste to be disposed of and for BML to impose a fee on that Person for the reasonable cost of having to do so; and/or
 - (viii) must pay to BML the Sanction Amount having regard to the nature and circumstances of the infringement.
- (b) The Chief Executive or an Authorised Officer may provide a written notice (an "Infringement Notice") to the Person specifying the infringement and the Sanction Amount payable. The Person must pay the Sanction Amount to BML within 21 days after receipt of the Infringement Notice.
- (c) BML reserves the right to impose any sanction (including a Sanction Amount) on the employer of a Person found to have infringed these Regulations, on the basis that employers at the Brisbane Markets have responsibility for the conduct of activities by their appointed personnel.
- (d) If a Sanction Amount payable for an infringement of these Regulations under this Section is not paid by a Person in compliance with the Infringement Notice sent to the Person; the amount is recoverable by BML as a debt due to BML by the Person in a court of competent jurisdiction.
- (e) BML reserves the right to impose access restrictions, cancel or suspend the Person's Forklift Operating Permit (if any), prohibit that Person from entering the Brisbane Markets or other remedial action set out under the Policy on Conduct at the Brisbane Markets until such time that the Sanction Amount is paid
- (f) A Person who reports a breach of these Regulations must comply with the reporting obligations set out in the Policy on Conduct at the Brisbane Markets.

12.2 Review of Infringement

The recipient of an Infringement Notice under this Section has the right to make submissions in writing to BML within seven (7) days of receipt of the Infringement Notice:

- (a) to show and provide evidence that the alleged infringement was not in fact committed; or
- (b) on matters in mitigation of the monetary sanction; or
- (c) on any other relevant matter,

in which event, BML or an Authorised Officer may take such action whether by way of affirming or withdrawing the Infringement Notice, or confirming, varying or remitting the Sanction Amount in whole or in part, as BML may consider appropriate in the circumstances.

12.3 Imposition of Sanctions

- (a) BML shall from time to time determine a system of sanctions and Sanction Amounts having regard to the nature and circumstances of any infringement of these Regulations.
- (b) In determining the nature and extent of sanctions applicable, BML will do so being mindful that those Sanction Amounts represent a genuine pre-estimate of damages BML is likely to sustain (either as the owner of Brisbane Markets or otherwise) as a consequence of an infringement of these Regulations occurring. These amounts may include (but are not limited to) any costs incurred by BML of and incidental to the infringement, including all legal costs (on a full indemnity basis).

12.4 Conduct of Inquiries

- (a) Before imposing any sanction for an infringement of these Regulations, BML shall be entitled (but not obliged) to conduct reasonable inquiries by way of interviewing Persons involved and inspecting any records and documentation that may relate to the inquiry.
- (b) In the conduct of any inquiries under this paragraph BML and its Authorised Officers shall observe all applicable statutory and legal obligations.
- (c) BML shall be entitled to include in any sanction that is ultimately imposed under these Regulations, an amount comprising the reasonable costs and expenses incurred by BML and its Authorised Officers in the conduct of their inquiries under this Section.

SECTION 13 - GENERAL PROVISIONS

13.1 Limits of BML Liability

Without limiting or excluding the warranties imposed on BML under the Trade Practices Act and any other law, and in the absence of a breach of those implied statutory warranties, BML and any BML Employee, Authorised Officer and Authorised Person is 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 however caused.

13.2 Variation of Regulations

BML may from time to time, delete, vary, amend or add to these Regulations whenever BML considers it necessary or desirable to do so. A certificate under the signature of the Chief Executive listing the Regulations for the time being in force or any amendment to them, shall be conclusive evidence that these Regulations are for the time being in force.

13.3 Withdrawal of Approval

Despite anything to the contrary, if BML or an Authorised Officer grants (or is alleged to have granted) any verbal, written, or other permission or authority to any Person under these Regulations, BML may at any time at its discretion without notice and without any reason withdraw the relevant permission or authority, unless it is an express term of the Person's Tenancy.

13.4 Written Approval

Any permit, consent or approval of BML under these Regulations must be in writing and signed by an Authorised Officer in order to be valid.

13.5 GST

All amounts (including any Sanction Amount) payable by a Person to BML under these Regulations are exclusive of GST, unless otherwise specified. A Person must pay the GST on any amount of consideration (including any Sanction Amount) payable by that Person pursuant to these Regulations.

13.6 Notices to BML

Any notice or other communication by a person to BML under these Regulations must be in writing, legible and be delivered, posted, faxed or emailed to the Operations Manager of BML at the address set out on the front of these Regulations. However, any such notice is not valid unless actually received by BML.

13.7 Privacy

- (a) Each Person consents to BML:
- (i) collecting (whether from the Person directly or from any other party) personal information and sensitive information about the Person ("**Information**") to enable BML to:
 - (A) provide its goods and/or services to the Person;
 - (B) coordinate, manage and maintain good order and security in and around the Brisbane Markets; and
 - (C) protect the rights and safety of other parties present in the Brisbane Markets from time to time;
 - (ii) using and disclosing to any party (whether within or outside Australia) such of the Information as BML considers necessary for any of the Purposes; and
 - (iii) using the Information to market the services and products of BML to the Person (unless the Person requests that BML cease doing so).
- (b) If the Person is an individual, the Person may seek access to the Information by contacting BML's Privacy Officer either by telephone or alternatively by email as set out on the front page of these Regulations. If the Person is to be granted access to any of the Information, an appointment will be made for the Person to attend personally at the Brisbane Markets for that purpose and the Person must pay BML's reasonable costs in so providing access.
- (c) While BML reserves the right to disclose any Information to any party as set out in paragraph (a) of this clause, the types of parties to whom BML would usually disclose the Information could include BML's officers and staff, legal and accounting advisers, enforcement authorities, Tenants, other parties present in the Brisbane Markets from time to time in the course of fulfilling any of the Purposes, and any other party with whom BML may deal with from time to time in the course of fulfilling the Purposes.
- (d) Each Person acknowledges that BML employs closed circuit television technology and/or other video surveillance technology within and around the Brisbane Markets for security purposes, and each Person consents to BML's collection, use and disclosure of all such footage for any or all of the Purposes.

SCHEDULE 1

General Terms and Conditions of Entry

All Persons entering the Brisbane Markets agree to comply with the Terms and Conditions of Entry set out below. If Persons wishing to enter the Brisbane Markets are not willing to comply with these conditions then they must immediately leave the Brisbane Markets.

The Brisbane Markets is private property and is an industrial area in which many Commercial Vehicles and other Vehicles are utilised for the transportation, loading and unloading of produce and other Goods. All Persons entering the Brisbane Markets must exercise caution and take an appropriate level of care for their own safety and for the safety of others, as would be reasonably expected from a Person who has access to the Brisbane Markets and carries on activities or is present within the Brisbane Markets.

The owner of the Brisbane Markets, Brisbane Markets Limited ("BML") reserves the right to refuse admission to any Person, or to require any Person already on the Brisbane Markets to leave the Brisbane Markets, for any reason.

In order to assist BML to maintain a safe and quality operating environment for Persons carrying on business activities or otherwise visiting the Brisbane Markets, any Person entering the Brisbane Markets must not behave in an offensive or generally anti-social manner and in particular:

You Must Not:

(unless otherwise authorised)

- enter the Brisbane Markets except during times when access is permitted;
- ride push bikes, skateboards, roller blades or scooters;
- permit animals to enter the Brisbane Markets (guide dogs excepted);
- distribute hand bills or other advertising materials;
- solicit unauthorised Goods, products or business;
- attempt to sell any Goods, products or services;
- be barefooted or wear open shoes
- scavenge discarded fresh fruit and vegetables from bins around the Brisbane Markets site.

You Must:

- make any Vehicle under your control available for inspection by an Authorised Officer upon request;
- obey an instruction of an Authorised Officer of BML;
- cross Roads at the designated pedestrian crossings;
- beware of Forklift and other vehicular activities;
- enter upon and/or park Vehicles only in those areas specifically designated for public access, and consent to any Vehicle under your control and parked outside the designated areas to be towed away (without notice and at the owner's expense) by BML or a person authorised by BML for that purpose;
- enter upon and/or park Vehicles at your own risk;
- wear fully enclosed footwear.

BML employs closed circuit television technology and/or other video surveillance technology within the Site for security purposes and in entering the Brisbane Markets, you are hereby consenting to the collection, use and disclosure of any images recorded and stored for any of the purposes of protecting the rights and safety of other parties, maintaining security and in the investigation of unlawful acts.

Any Person entering the Brisbane Markets releases and indemnifies BML, its Authorised Officers, employees and agents against any claims or actions brought or caused as a result of that Person's actions or omissions which are in breach of these General Terms and Conditions of Entry or which may cause death or injury to any other Person or loss or damage to their property at the Brisbane Markets.

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