

AUSTRALIAN PRODUCE MARKET REGULATIONS



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THINKING *fresh.*

This document is the South Australian Produce Market Limited Regulations and includes the Traffic Management Guidelines and Market Rules applicable to all Market Users.

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1 INTRODUCTION

The South Australian Produce Market Limited (SAPML) owns and operates the land which is situated on Burma Road, Pooraka.

The Market is the premier fresh produce wholesale market for the state where over 250,000 tonnes of fresh produce with a wholesale value of over \$590M is traded between wholesalers, growers and retail operators every year.

With an estimated 10,000 individuals accessing the market Site each week, market operations are complex, with masses of highly perishable fresh produce passing through each day which is consumed locally, nationally and now internationally.

For this reason, the market facilities have been planned and constructed to receive, store, trade and distribute highly perishable fresh fruit and vegetables in the most efficient manner available to meet the ever-increasing demand.

SAPML manages the complex which encompasses 22 hectares of land with primary business operations comprising:

- The management and maintenance of traders including support businesses to the industry.
- Management and maintenance of buildings or structures which accommodate Persons and/or produce.
- The management of Leases and Licences between Lessees and Licensees.
- The development and improvement of the land.
- The management of operations of Common Areas such as; security; waste, pest and cleanliness, traffic management, pedestrian and parking safety.
- Managing risk, hazards and emergency procedures.

SAPML enforces the information detailed in these Regulations to comply with its lawful obligations. This document has been created to ensure Market Users are provided with the operating requirements which apply in order to access the Site.

As SAPML owns the Land, it has an obligation to ensure, so far as is reasonably practicable, that its workers and all other Persons who enter and use the Market are free from risks to health and safety. In order to discharge this obligation, SAPML requires those that enter and use the Market to ensure that the activities they undertake on the Site:

- are performed safely;
- are lawful;
- are carried out in a manner which minimises the risks of death or injury to the people;

- are carried out in a manner which does not endanger buildings or property situated on the land; and
- are carried out in a commercially efficient and effective manner.

To do this, SAPML must make rules. Given the level, complexity and specialised nature of the activities taking place in the Market there is a need to have a system of governance in place. To that end, SAPML has adopted these Regulations.

The Regulations explain:

- who makes the rules (the Market Rules) and why;
- how the Market Rules are enforced;
- who will enforce the Market Rules;
- what procedures are in place to ensure that the Market Rules are enforced fairly.

All contracts or other arrangements made between SAPML and people who come onto its land in whatever capacity, are subject to these Regulations.

SAPML has a duty of care to promote safety, pedestrian and traffic management and ensure a clean environment across all Common Areas. Tenants are also, by law, responsible for providing a safe workplace in their areas and must act in accordance with their statutory obligations under the WHS Legislation.

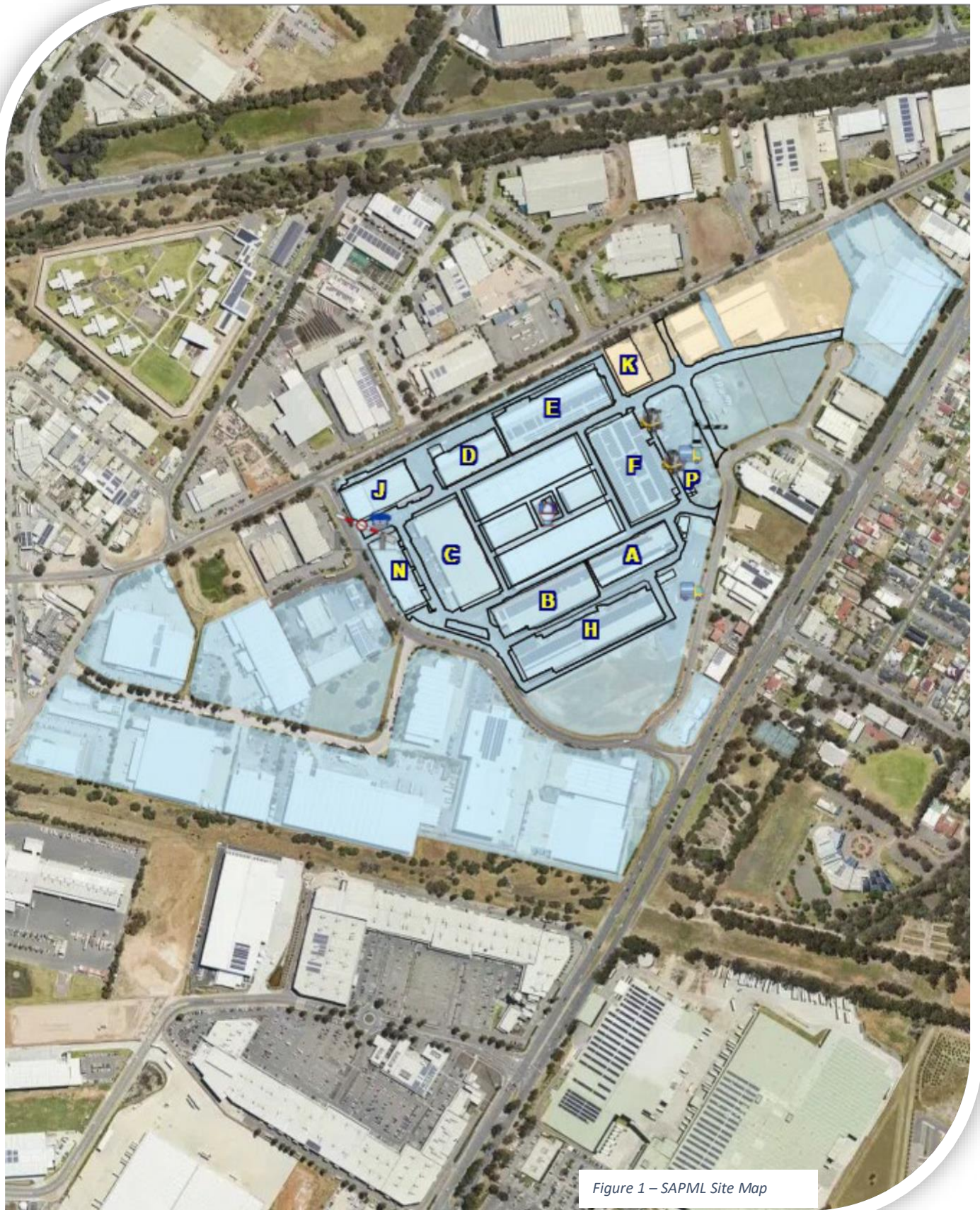


Figure 1 – SAPML Site Map

2 DEFINITIONS

For the purposes of these Regulations, the following words and expressions have the meaning set out below:

Access ID means an identification card in a form which is designated by the CEO as an Access ID to the SAPML premises (including but not necessarily limited to the Market).

Alcohol means a colourless volatile flammable liquid which is produced by the natural fermentation of sugars and is the intoxicating constituent of wine, beer, spirits, and other drinks, and is also used as an industrial solvent and as fuel.

Application Form means the embedded form that is completed with the induction in which you provide your personal contact details in order to receive an Access ID.

Authorised Officer means the CEO or an SAPML Employee (and includes contract security personnel).

Ban means where SAPML refuses a Person access to the Market at all, for any duration including indefinitely, and, if applicable that Person is required by SAPML to surrender possession of their Access ID to SAPML and/or, in any event SAPML cancels that Person's Access ID. The length of any Ban will be determined solely by SAPML based on SAPML's view regarding the severity of the breach.

Being Impaired means being adversely affected by alcohol or other drug use so that the Person is not fit for duty or is unable to meet normal standards of job performance, conduct and safety. This includes alcohol and other drugs consumed or used outside of work, which remain in a Person's system and impairs their performance at work.

Board means the Board of Directors of SAPML.

Buyer means a Person who buys Produce from Wholesalers, Growers or Grower Agents.

Buyer Entry Time means the time at which Buyers are permitted to enter the Market in accordance with the Schedule of Market Hours.

Buyer Licence Agreement means an agreement between SAPML and a Buyer granting the Buyer access to the Market and the right to occupy a specific area but does not include a lease.

Buyer with Warehouse Facilities means a Buyer who leases warehouse premises within the Market from SAPML and who is not, for the purposes of the Market Rules, a Grower, a Grower Agent, a Wholesaler or a Distribution Centre Lessee.

Buying Time means the time at which a Buyer is permitted to walk the Market Square and no Person shall buy, offer to buy or invite offers to sell any Goods or service, and no Person shall sell, offer

to sell or invite offers to buy any Goods or service, or otherwise trade until the Buying Time.

Chief Executive Officer or CEO means the Chief Executive Officer of SAPML, or a Person to whom the CEO has delegated in writing the powers exercisable by the CEO under these Regulations.

Common Area means the elements of the Market available for use for all persons.

Contractor means a Person contracted or otherwise invited by Lessees or Licensees of SAPML to provide services within or in respect of the leased or licensed area.

Coronavirus disease (COVID-19) means a respiratory illness caused by a new virus. The virus can spread from Person to Person.

Dangerous incident means an incident that exposes a Person to a serious risk to a Person's health or safety emanating from an immediate or imminent exposure to:

- a. an uncontrolled escape, spillage or leakage of a substance;
- b. an uncontrolled implosion, explosion or fire;
- c. an uncontrolled escape of gas or steam;
- d. an uncontrolled escape of a pressurised substance;
- e. electric shock;
- f. the fall or release from a height of any plant, substance or thing;
- g. the collapse, overturning, failure or malfunction of, or damage to, any plant that is required to be authorised for use in accordance with the regulations;
- h. the collapse or partial collapse of a structure;
- i. the collapse or failure of an excavation or of any shoring supporting an excavation;
- j. the inrush of water, mud or gas in workings, in an underground excavation or tunnel;
- k. the interruption of the main system of ventilation in an underground excavation or tunnel.

Declaration Forms means A declaration form is a document that outlines all the information that is relevant and obtainable in a particular situation. In a declaration form, the person filling the form is expected to provide truthful and accurate information as is required.

Distribution Centre means premises in the Market of an area of not less than 1,500m²; and leased by SAPML with the Permitted Use of a Distribution Centre to a Person who:

- a. distributes nationally to at least 25 retail, food and grocery supermarket stores by way of wholesale distribution, such household goods as are usually sold by such stores; and/or
- b. itself owns and operates nationally at least 25 retail, food and grocery supermarket stores; and/or
- c. distributes to or owns retail, food and grocery supermarket stores nationally where the total number of stores exceeds 25 stores in total.

Distribution Centre Lessee means a Person who leases a Distribution Centre and who is not, for the purposes of these Regulations a Buyer with Warehouse Facilities, a Grower, a Grower Agent, or a Wholesaler.

Drugs means illegal drugs, prescription or pharmacy drugs, or synthetic drugs as defined below.

Illegal Drugs means:

- a. any Drug prohibited by Australian State, Territory or Federal law or any other laws (including foreign and international laws) to which SAPML is subject, or which apply to the work performed at or for SAPML;
- b. prescription or pharmacy Drugs (as defined below) which are used without the necessary prescription, or for non-medical purposes;
- c. any synthetic Drug (whether prohibited by law or not), being a psychoactive herbal and/or chemical product which, when consumed, mimics the effects of any Drug.

Incident Testing means Drug and Alcohol "incident" Testing will be required for Persons involved in an incident, including dangerous occurrences and near misses.

Notifiable disease means a notifiable disease where the government health authorities must be notified about occurrences.

Random Testing means Random testing takes place when a Person is randomly selected to take part in an Alcohol and/or Drug testing program. Testing will occur during working hours. All Persons will be subject to random testing. If a Person returns a positive result for either Alcohol and/or Drugs, they will not be permitted to continue working and will be treated in accordance with the Consequences of Non-Compliance with this policy.

Screen Test means any analytical procedure or test which is carried out on a Person to determine the presence and/or the concentration of any Drug (including but not limited to a breath test, urine sample, and saliva sample) or Alcohol. These procedures are not limited to those which presently exist. As new technology is developed this may also be used for drug and alcohol testing purposes.

Ejection Sanction means a sanction involving the revocation of authority to access the Market for the period of the sanction (the Person(s) to be notified of the period of the sanction within 24 hours of notice of ejection).

Expiation Notice means a notice issued by an Inspector pursuant to these Regulations, Dispute Resolution Procedure 3.3.

Exit Time means the period, as specified in the Schedule of Market Hours, during which time Produce is permitted to exit the Market.

Forklift means an industrial lift truck which is a type of powered mobile plant equipment with an elevating load carriage and load-holding attachment that is designed to move goods, materials, or equipment, but does not include a mobile crane or earthmoving machinery.

Types of Forklifts include:

- a. counterbalanced forklift truck;
- b. high lift forklift truck;
- c. container forklift truck;
- d. order picking forklift truck;
- e. powered pedestrian operated forklift;
- f. side loading forklift truck; and
- g. special purpose forklift truck.

Goods means any commodity sold or dealt with by a Wholesaler, Buyer, Grower or Grower Agent including but not limited to Produce (as currently defined), food and allied products.

Government Guidelines means Information or instructions provided by a government authority.

Grower means a Person who carries on a business as a grower of Produce upon land having an area not less than half a hectare, in South Australia and who holds a Licence granted by SAPML in respect to an area allocated in the Grower's Pavilion.

Grower/Agent means a Person who carries on a business as a grower of Produce upon land having an area not less than half a hectare, in South Australia; and

- a. sells or offers for sale Produce which is grown in South Australia and grown by someone else; and
- b. holds a Licence granted by SAPML in respect to an area allocated to him or her in the Grower's Pavilion.

Grower's Pavilion means that building or buildings or portions thereof within the Market which are designated in writing by the CEO from time to time as the Grower's Pavilion.

Grower Transport means a Person who would otherwise be a Grower within the meaning of Definition of Grower but for the fact that he or she does not hold a Licence as described in the Definition.

Hazard means something that has the potential to cause injury or illness.

Heavy Vehicle means:

- a. vehicles with a gross vehicle mass greater than 4.5 tonnes;
- b. combinations that include a vehicle (e.g. a trailer and a vehicle) with a gross vehicle mass greater than 4.5 tonnes.

In-Bound Deliveries means deliveries of Goods into the Market from suppliers who do not hold leases or Licences with SAPML to Persons holding a lease or Licence with SAPML whose lease or Licence permits them to receive such deliveries. The Person, being the driver of the vehicle, making the In-Bound Delivery into the Market shall, for the purposes of these Regulations, be deemed to be a Visitor in the context of these Regulations.

Inspector means a Market Official or an Authorised Officer appointed by the Board to enforce these Regulations and issue Expiation Notices.

Interstate Produce means Produce grown outside South Australia or that was at any time carried outside South Australia.

Land means the land on which the South Australian Produce Market Limited is situated bounded by Diagonal and Burma Roads, Market Lane and Merchant Crescent and which is more particularly described in Certificate of Title Volume 6057 Folio 36.

Late Buyer means a Buyer admitted to the Market at a time designated by the CEO from time to time and which time is later than the time at which Buyers are permitted to enter the Market in accordance with the Schedule of Market Hours.

Leased means a Lease as granted from time to time by SAPML over a premises for exclusive use for a specified term.

Lessee means a Person to whom SAPML has granted a lease over a portion of the Land.

Lessee Employee means a Person who is engaged by a Lessee as an Employee to perform work relating to a Permitted Use on the applicable leased portion of the Land.

Licence means a right of occupation of a specific area of the market granted in writing by SAPML and includes a Buyer Licence Agreement.

Licensee means a Person who holds a License with SAPML and includes a Buyer.

Market means that area of the Land including all improvements thereon as defined from time to time by the Board of SAPML.

Market Days means all days the Market is open for trade.

Market Official means the CEO or an SAPML Employee (and includes contract security Personnel).

Market Rules means the market rules contained at the end of this document, entitled "South Australia Produce Market Regulations".

Market Square means the area directly covered by Canopies A, B and C with the boundaries extending to all roadways up to the leased area of shed A,B,C,D, E and the Growers Pavilion or is an area designated by the CEO from time to time.

Market User unless otherwise stated or which is otherwise inconsistent with the context, means a Person who has completed a successful Site induction process and has been granted access to the Site.

Material Safety Data Sheet means a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product. It also contains information on the use, storage, handling and emergency procedures all related to the hazards of the material.

Minimum Safety Standards for Vehicles means seat belts to be fitted, front and rear lights, warning device, forklifts must have reversing beacons or squawkers fitted.

Movement of Produce means the movement of Produce within the Market between Lessees and Licensees and excludes Produce being unloaded by the Unloader.

Multiple Consignments means Produce which is carried or transported into the Market by one Person and is to be delivered to two or more wholesalers within the Market.

Night means the period between sunset on one day and sunrise on the next day.

Notice of Dispute means A formal and written document to dispute a sanction provided by a Market Official or Authorised Officer on a breach of a Market Rule.

Parking means the standing of an occupied or unoccupied Vehicle.

Parking Permit means a permit to park a Vehicle or Vehicles on the Land, in a form approved by the CEO from time to time.

Person, (unless otherwise stated or which is otherwise inconsistent with the context), means a natural person or a body corporate.

Produce means fruit (including dried fruit), vegetables, flowers, nuts and other horticultural produce.

Permitted Use means in the case of a:

- (a) Wholesaler, the right to sell Produce wholesale to any Person from premises within the Market which are either leased or held on a Licence by the wholesaler.
- (b) Buyer, who does not have warehouse facilities, the right to purchase Produce in the Market from a Wholesaler, a Grower or a Grower/Agent, so long as the Wholesaler, Grower or Grower/Agent holds either a lease or a Licence in respect of premises within the Market.
- (c) Distribution Centre Lessee,
 - i. the warehousing and distribution of fruit, vegetables, nuts and dried foods, flowers, eggs and associated products including sauces, jams, and other condiments and all other value added food lines associated with fresh fruit and vegetables and allowed packaging materials purchased from Growers, Grower/Agents and Wholesalers or such other suppliers as the Distribution Centre Lessee may decide from time to time, and solely distributed by wholesale to the supermarket customers of a Distribution Centre Lessee or supermarket retail stores owned and operated by a Distribution Centre Lessee; and/or
 - ii. the warehousing and distribution of such other goods usually sold by supermarkets and distributed by wholesale to the supermarket operators of a Distribution Centre Lessee or supermarket retail stores owned and operated by a Distribution Centre Lessee;

iii. and it shall be strictly prohibited and not permitted for the Distribution Centre Lessee to do any of the following:

- to use or cause or permit their premises to be used as premises at which Produce or any other goods are sold to the public by retail or wholesale or at which services are provided to the public or to which the public is invited to negotiate for the supply of services; and
- to sell, supply, deliver or otherwise provide directly or indirectly any Produce howsoever and wherever purchased and any other goods howsoever or whensoever purchased or services to any Person that is a Lessee or Licensee or any occupier of any area located within the Market, or to otherwise act or purport to act as a Wholesaler.

- (d) Grower, the right to sell, other than by way of retail, from the licensed area allocated to that Grower Produce, which is not Interstate Produce, and which is either grown or otherwise produced by that Grower.
- (e) Grower/Agent, the right to sell, other than by way of retail, from the licensed area allocated to that Grower/Agent Produce, which is not Interstate Produce.
- (f) Buyer with Warehouse Facilities, the right to purchase Produce in the Market from a Wholesaler, a Grower or a Grower/Agent, so long as the Wholesaler, Grower or Grower/Agent holds either a lease or a Licence in respect of premises within the Market, and to store that purchased Produce in the warehouse facilities allocated to that Buyer under a lease or Licence of premises within the Market.
- (g) Contractor, the right to access the Land to provide services to SAPML, Lessees or Licensees within or in respect of the Market as described in Definition.
- (h) Transporter, the right to deliver Produce to a Wholesaler or the Unloading Service if delivering of Multiple Consignments.
- (i) In the case of any Person who holds a lease or Licence over premises within the Market, in addition to any Permitted Use set out above that Person is also entitled to engage in any activity within the Market which is expressly permitted in that Person's lease or Licence, and, despite anything set out above, that Person is not permitted to engage in any activity which is expressly prohibited under that lease or Licence.
- (j) Trader, the right to make deliveries of goods other than Produce to areas designated by the CEO from time to time.
- (k) Unloader, the right to unload Goods in areas designated from time to time by the CEO for that purpose, and to deliver the Goods to areas designated from time to time by the CEO for that purpose.

Recognised Unloading Area means an area which is designated as such by the CEO.

Regulations means these SAPML Regulations.

Responsible Persons means a person nominated by SAPML authorised to direct and manage Market Users and manage pedestrian and vehicle traffic and may be any of the following:

- CEO
- Market Official(s)
- Operations Manager
- Authorised Officer(s)
- any other Person as nominated by SAPML.

Safe Operating Procedures means Step by step instructions to support workers complete a task in a safe manner.

Safety Buffer Period means the period as described in the Schedule of Market hours.

Safety Data Sheet means a safety data sheet prepared in accordance with the WHS Regulations.

Sanction(s) means such maximum monetary amount payable (Monetary Sanction) or other action stipulated in these Regulations in respect of the infringement of a Market Rule. Other actions may include Ejection Sanction, Banning Sanction or Termination Sanction. Where a monetary amount is stipulated, that monetary amount includes GST.

SAPML means the South Australian Produce Market Limited ACN 008 129 566 of Burma Road Pooraka South Australia 5095.

SAPML Employee means each and every employee or contractor engaged by SAPML.

SAPML Management means Managers as authorised by the CEO.

Schedule of Market Hours means the Schedule of Times as amended from time to time by the Board. Amendments will be published in a form and via a media designated by the Board from time to time.

Serious injury or illness means an injury or illness requiring:

- (a) immediate treatment as an in-patient in a hospital; or
- (b) immediate treatment for:
 - i. the amputation of any part of his or her body; or
 - ii. a serious head injury; or
 - iii. a serious eye injury; or
 - iv. a serious burn; or
 - v. the separation of his or her skin from an underlying tissue (such as degloving or scalping); or
 - vi. a spinal injury; or
 - vii. the loss of a bodily function; or
 - viii. serious lacerations; or
- (c) medical treatment within 48 hours of exposure to a substance.

Site means the South Australian Produce Market Site at Burma Road, Pooraka, South Australia. For the avoidance of doubt Site has the same meaning as Land in the SAPML Market Rules.

Site Induction means a programme designated as such from time to time in a format approved by the CEO.

South Australian Road Rules mean the Road Traffic Act 1961.

Suppliers means anyone authorised to attend site to provide goods and services.

Tenant(s) means a Person or company that leases premises at the Site.

Termination Sanction means a Sanction whereby SAPML terminates a Lessee's lease agreement.

Trader means a Person permitted by SAPML to access the Market for the purpose of providing Goods which is not Produce, to areas designated by the CEO.

Traffic Control Device means a traffic sign, road marking, traffic signal or other device to direct or warn traffic on, entering or leaving the Land.

Traffic Management Plan means the plan developed in accordance with Regulation 15.

Transfer to New Employer Form means the form completed by a Access ID holder in which they describe their new employer details so their Access ID can be transferred to the correct account.

Transporter means a Person who transports Goods.

Unloader means the Person designated as such by the CEO to provide approved unloading services for lessees and Licensees of premises within the Market.

Unloaders of Multiple Consignments means a Person or Persons who are designated in writing from time to time by the CEO, to be the unloaders of multiple consignments of Produce being delivered into the Market and includes the Unloader.

Unloading Area means an area that is large enough to safely unload a vehicle wholly within leased or licensed area or a dedicated unloading area as directed by the CEO, without blocking roadways, pedestrian walkways entrances, exits or any emergency evacuation points.

Unloading Service means the service operated by Adelaide Market Pty Ltd and is a subsidiary company of SAPML. This service is operated to load and unload transported goods for Wholesalers.

Vehicle(s) means:

- (a) a motor vehicle, trailer, and a tram, which includes, but is not limited to, a tractor, agricultural machine, and Forklift; and
- (b) a bicycle; and
- (c) a combination; and
- (d) any motorised apparatus that can travel over 10 kilometres per hour (on level ground) must meet minimum safety standards and be registered with the relevant authority including but not limited to motorised wheelchairs, scooters, skateboards and Segway's.

Visitor means a Person, other than a Worker, Buyer (including a Buyer with Warehouse Facilities), Wholesaler, Grower or Grower

Agent, who is lawfully permitted to enter the Market for a purpose other than buying Goods, limited to 12 visits per annum after which time the Person must apply for an Access ID in the manner set out in these Regulations.

Waste Management Plan means a strategy in removing waste products from their leased or licensed area in a manner which does not pollute the Market.

Warehouse means premises designated by SAPML for the storage and distribution of Produce.

Wholesaler means a Person who is a Wholesaler of Produce in the Market and who is a Lessee holding a lease with SAPML which contains the Permitted Use of a Wholesaler but who is not a Buyer with Warehouse Facilities, a Distribution Centre Lessee, a Grower or a Grower/Agent.

WHS means work health and safety (also known as occupational health and safety).

WHS Act means the Work Health and Safety Act 2012 (SA), as amended from time to time.

WHS Legislation means the WHS Act and the WHS Regulations.

WHS Manager means a person nominated by the CEO to be responsible for the performance of SAPML's health and safety, ensuring all standards of business health and safety are understood and implemented.

WHS Regulations means the Work Health and Safety Regulations 2012 (SA), as amended from time to time.

Worker(s) means any Person carrying out work at the Site whether engaged by SAPML or any other Market User and whether engaged as an employee, contractor, volunteer or agent.

3 PRELIMINARY MATTERS

The Regulations made under this document are in substitution for and replace the previous SAPML Operating Articles and previous Market Rules.

Any reference to the SAPML Operating Articles and/or Market Rules in any lease, licence, agreement or other document (including those with SAPML as a party) must be construed as being a reference to these Regulations.

3.1 THE REGULATION OF ALL THE ACTIVITIES OCCURRING ON THE LAND

3.1.1 For the purpose of these Regulations, the following words and expressions have the meaning set out below:

3.1.1.1 Save where otherwise indicated or defined in these Regulations, capitalised terms shall have the same meaning as set out in the definitions.

3.1.1.2 Tribunal means the Tribunal established under these Regulations.

3.1.2 All contracts, agreements or other instruments made between SAPML and any Person which create a proprietary interest of whatever nature in the Land, or which otherwise touch or concern the Land, or which deal with any activity taking place on the Land:

3.1.2.1 Will be subject to these Regulations.

3.1.2.2 Shall contain a clause which will state that the contract, agreement or other instrument will be subject to the South Australian Produce Market Limited Regulations and to the Market Rules made there under.

3.1.3 The Board shall have the power to make Market Rules with respect to all the activities which take place upon the Land.

3.1.4 The Market Rules currently in force will remain in force unless and until they are repealed, varied or amended by the Board.

3.1.5 The Board shall have the power to prescribe the Sanction to be applied against a Person/s in breach of a Market Rule. The power to prescribe Sanctions in respect of breaches of Market Rules includes the power to not only impose a specific Sanction (including a monetary amount payable in the event of a breach) but also to delegate the power to impose Sanctions (including the quantum of any monetary amount) subject to the Board establishing the range of Sanctions that may be imposed for a particular breach of Market Rules.

3.2 THE ENFORCEMENT OF MARKET RULES

3.2.1 The Board shall appoint an Inspector or Inspectors of Market Rules.

3.2.2 Subject to directions and instructions issued by the Board from time to time, each Inspector is authorised to issue an Expiation Notice to any Person/s who are, in the opinion of the Inspector, in breach of one or more of the Market Rules (Expiation Notice).

3.2.3 An Expiation Notice must state:

3.2.3.1 The Market Rule/s that have been breached.

3.2.3.2 The date/s and time/s the breach/s occurred.

3.2.3.3 The name of the Person/s in breach of the Market Rule/s.

3.2.3.4 The Sanction/s imposed in respect of the breach/s.

3.2.3.5 The Person/s against whom any Sanction/s is imposed;

In the case of:

3.2.3.5.1 an Ejection Sanction, the period during which the Person is denied authority to access the Land;

3.2.3.5.2 Monetary Sanction, the time limit for payment;

3.2.3.5.3 Banning Sanction, the commencement date of the ban;

3.2.3.5.4 For a Termination of Lease Sanction, the effective date of termination.

3.2.4 In the event that a Monetary Sanction is not paid within the time limit set out in the Expiation Notice and by the Person identified in the Expiation Notice, then that Person will no longer be authorised to have access onto the Land and will be denied access to the Land, until such time as the Monetary Sanction is paid.

3.2.5 In the event that a Monetary Sanction is not paid within the relevant time limit by the Person required under the relevant Expiation Notice to pay that Sanction, and that Person holds a proprietary or other interest in the Land, that interest will be forfeited when the relevant time for payment has expired until payment is made. If a proprietary interest or other interest in the Land is forfeited under this Regulation for the non-payment of a monetary Sanction within the time limit, and that monetary Sanction is subsequently paid, then that interest will revive, subject to the terms and conditions which govern that interest, as if it had never been forfeited.

3.3 DISPUTE RESOLUTION PROCEDURE

- 3.3.1 The Board will appoint a Tribunal to hear certain disputes in relation to Expiation Notices. The Board shall have the power to remove Tribunal members and fill Tribunal vacancies from time to time.
- 3.3.2 A Person may only raise a dispute in relation to an Expiation Notice which provides for a Monetary Sanction or an Ejection Sanction for a period of time of 4 weeks or longer. An Ejection Sanction for a period of time shorter than 4 weeks, a Banning Sanction or a Termination of Lease Sanction shall not be capable of dispute under these Dispute Resolution Procedures.
- 3.3.3 If a Person served with an Expiation Notice under these Regulations wishes to dispute the allegation/s contained in that Expiation Notice as to the alleged breach of one or more Market Rules, then that Person (Disputing Party) may within 7 days, lodge with the Chief Executive Officer a notice of dispute which identifies the relevant Expiation Notice, the alleged breach or breaches which they dispute and the basis upon which they dispute it (Notice of Dispute).
- 3.3.4 A Person lodging a Notice of Dispute must pay a deposit in an amount to be determined by the CEO but not less than \$500 or greater than \$1,000. This deposit will be refunded if the appeal is allowed and otherwise retained as an additional Sanction in the event the appeal is dismissed. Arbitrator's fee for Tribunal hearings will be shared between both SAPML and the Disputing Party.
- 3.3.5 Once a Notice of Dispute has been served on the CEO relating to a Monetary or Ejection Sanction of 4 weeks or longer, the time limit of Sanction will be vacated.
- 3.3.6 Upon receipt of a Notice of Dispute the CEO shall nominate a single Tribunal member to conduct a hearing of the dispute. The Tribunal shall not constitute any Person will no longer be entitled to come onto the Land and will be denied access to the Land, until that Sanction is paid.
- 3.3.7 The Tribunal constituted under Regulation 3.3.6 hereof shall direct, as soon as is practicable, the Inspector, who issued the relevant Expiation Notice, to provide in writing to the Disputing Party, a set of particulars which will state, in as brief a form as is practicable, the facts and circumstances which, in his or her opinion, constituted the breach or breaches of Market Rules (Set of Particulars).
- 3.3.8 After a Set of Particulars has been served on the Disputing Party, the Tribunal, in consultation with the parties, shall appoint a time and place for the hearing of the dispute, being the subject-matter of the Notice of Dispute. At the hearing of the dispute, the rules of evidence do not apply

and sworn evidence is not required. The Tribunal will act in accordance with equity and good conscience and shall ensure that the principles of natural justice are adhered to at all times. The standard of proof required to sustain the breach or breaches of Market Rules is the balance of probabilities.

- 3.3.9 The Tribunal hearing will not be open to the public and representation of the parties by legal representative or other advocate will not be permitted. Hearings shall not be video-taped or recorded. The Inspector and Disputing Party shall be required to attend together with any witness they wish to rely upon. Witnesses shall remain outside the hearing room until called to give evidence.
- 3.3.10 The Tribunal may regulate the hearing in such manner as it sees fit, subject to the requirements of these Regulations and the following considerations:
 - 3.3.10.1 The Inspector, the Disputing Party, and any witnesses shall be subject to questioning by the Tribunal.
 - 3.3.10.2 The Inspector and the Disputing Party may question each other or any witnesses.
 - 3.3.10.3 The Tribunal shall disallow any question it considers to be unduly offensive, vexatious, irrelevant or improper.
 - 3.3.10.4 Subject to the overriding consideration that the Disputing Party is to be given a fair hearing, the Tribunal shall restrict the number of witnesses which a Disputing Party is permitted to call where the evidence of witnesses is repetitive.
 - 3.3.10.5 Where these Regulations do not make specific provision for an event that occurs in the course of the hearing, the Tribunal shall be empowered to take such action as is necessary to ensure that the hearing is conducted properly. Non-compliance with any Regulation or procedure in these Regulations shall in no way invalidate the proceedings or any determination of the Tribunal or any Sanction imposed by it.
- 3.3.11 After hearing from the parties and their witnesses (if any), the Tribunal shall announce the Tribunal determination in the presence of the Disputing Party. The Tribunal shall not be bound to give written reasons for any of its findings or determinations, but it may give reasons at the time of the decision. If the Tribunal determines that there was a breach of one or more Market Rules, it shall uphold the original Sanction provided in the Expiation Notice or nominate an alternative Sanction provided under the Rules.
- 3.3.12 The Tribunal will communicate the determination and any Sanction to the CEO.

- 3.3.13 In the event that a Monetary Sanction is not paid within the time period specified in the Expiation Notice, as set out in the relevant determination made by the Tribunal, by the Person identified in that determination, then that Person will no longer be entitled to come onto the Land and will be denied access to the Land, until that Sanction is paid.
- 3.3.14 In the event that a Monetary Sanction is not paid within the time period specified in the Expiation Notice by the Person required, under the relevant determination made by the Tribunal, to pay that Monetary Sanction, and that Person holds a proprietary or other interest in the Land, that interest will be forfeited when the Time For Payment of Sanction has expired until payment. If a proprietary or other interest in the Land is forfeited under this Regulation for the non-payment of a Monetary Sanction within the Time For Payment of Sanction, and that Monetary Sanction is subsequently paid, then that interest will revive, subject to the terms and conditions which govern that interest, as if it had never been forfeited.
- 3.3.15 In the event a Person or Persons have been served with three or more Expiation Notices under these Regulations within a twelve month period and the CEO, or the Tribunal if a Notice of Dispute was lodged, determines there was a breach of a Market Rule on three or more occasions within twelve months of the lodgement of the first Notice of Dispute, then the CEO or the Tribunal if a Notice of Dispute was lodged may elect to Eject the Person or Persons for a period of time to be decided by the CEO or the Tribunal.
- 3.4.3 If the Proprietor is required under these Regulations to pay a Sanction and he or she does not pay that Sanction within the Time For Payment of Sanction then compound interest will be payable on that Sanction at the Prescribed Rate.
- 3.4.4 No further proprietary or other interest will be granted, conveyed or otherwise transferred to the Proprietor by SAPML, at the expiration of the term of that Proprietor's proprietary or other interest, unless and until the Proprietor has paid the Accumulated Sanction.

3.4 TRANSITIONAL PROVISIONS:

3.4.1 If SAPML has:

- 3.4.1.1 granted a proprietary or other interest in the Land, under a contract, agreement or other instrument for a fixed term, which is coupled with a licence, and which is not revocable during that term; and
- 3.4.1.2 the contract, agreement or other instrument does not contain a clause as prescribed by Regulation 3.1.2.2 hereof, and it does not contain a clause under which that interest will be forfeited in the circumstances contemplated by Regulations 3.2.5 and 3.2.3.14 hereof;

then the transitional provisions as set out hereunder will apply to the proprietor of that interest (the Proprietor).

3.4.2 For the purposes of these transitional provisions:

- 3.4.2.1 the Prescribed Rate shall mean the unsecured small business overdraft rate which appears in the official publications of the Reserve Bank of Australia from time to time; and
- 3.4.2.2 the Accumulated Sanction shall mean the original Sanction plus the interest which has accumulated thereon under Regulation 3.4.3 hereof.

4 CONDITIONS OF ENTRY

The health, safety and welfare of our Market Users, Visitors and Contractors is of prime concern to us and to help us minimise the risk to you and other personnel whilst you are on our premises, we ask that you co-operate by complying with the conditions of entry which include but are not limited to the following:

4.1 ALL PERSONS

4.1.1 All Persons must enter the Site via use of a valid Access ID or signing in at the Gatehouse upon Entry, upon exiting Site all Persons must exit using a valid Access ID or signing out at the gatehouse.

4.1.2 Entry to Site must only be gained through a valid access point.

4.1.3 All Persons must be aware of the Emergency Evacuation Procedures.

4.1.4 All Persons must follow the instructions provided by SAPML Personnel in all aspects of safety.

4.1.5 All near misses, incident, hazards, injuries and or dangerous activities must be reported to a Market Official, Authorised Officer, or the Gatehouse.

4.1.6 Visitors must be always escorted by their host and are not to proceed into the market areas, unaccompanied.

4.1.7 Visitors are not permitted to drive vehicles around the premises (other than to a designated car park) without permission of SAPML Management.

4.1.8 Vehicles are to be parked in designated spaces as instructed by any SAPML staff, Market Official, Authorised Officer, or the Gatehouse.

4.1.9 Speed limits and traffic directional requirements must be obeyed as signposted.

4.1.10 Visitors must use the designated pedestrian walkways only and be aware of all motor vehicle and forklift activity around them at all times.

4.1.11 Enclosed footwear and a day/night safety vest that complies with Australian standards AS/NZS 1906.2 must be worn at all times whilst on Site.

4.1.12 All Persons must comply with all safety awareness signs throughout the Site at all times.

4.1.13 Unaccompanied children are not permitted onto the Premises.

4.1.13.1 Any children brought onto the Premises must be

accompanied and supervised at all times by a Person over 18 years of age who holds a current Access ID.

4.1.13.2 Any Person supervising and accompanying a child or children must ensure that other users of the Site are not inconvenienced by the child or children's presence.

4.1.13.3 Children are prohibited from entering onto:

(i) the Common Areas (roadways, parking areas) except when transiting to and from a Lessee or Licensee's leased or Licensed premises; and/or

(ii) any area on the Land where Vehicles (including forklifts) operate; and/or

(iii) any area on the Land where there is a reasonably foreseeable risk of injury associated with the operations or activities being carried out in the area.

4.1.14 Visitors must not interfere with or attempt to use plant and equipment, including mobile equipment.

4.1.15 All Persons must not be under the influence of drugs or alcohol. SAPML reserves the right to undertake random drug and alcohol testing. Refusal equals ejection from Site.

4.1.16 Behaviour that offends, intimidates, humiliates or discriminates others is strictly forbidden.

4.1.17 Smoking is not permitted in any of the enclosed areas.

4.1.18 It is a condition of entry to this Market that you ensure you do not have any COVID-19 symptoms as described below: Fever, Coughing, Sore throat, Fatigue, Body Aches, Headache or Shortness of breath.

4.1.19 All Persons must practice good hygiene, including:

(a) Covering coughs and sneezes and properly disposing all tissues;

(b) Washing hands frequently and thoroughly with soap and water and/or alcohol-based sanitizer, including: before eating or handling food; after using the toilet; after coughing or sneezing; after touching public surfaces; and

(c) Aiming to keep a 1.5 metre distance from others.

4.1.20 Failure to agree by the above rules may result in a sanction being given and/or ejection from the market.

5. ACCESS TO THE MARKET

5.1 ACCESS CONTROL

Access to the Site is controlled to ensure:

- (a) the ongoing trading and marketing of produce;
- (b) transparent and accountable trading in good faith;
- (c) Market Users are provided with a safe environment to do so.

5.2 ACCESS SITE INDUCTION

It is a Mandatory Requirement that a comprehensive formal Site Induction is completed by all individuals who undertake activities across the Site.

Site Inductions are completed online or can be arranged at the Operations Office on Site. This process includes completing a comprehensive Application and viewing a Safety Induction video which details the Site rules after which a Questionnaire must be completed. Once these steps have been completed and have been accepted, access will be permitted to the Site.

Your Access ID must be carried with you at all times and presented upon request by a Market Official or Authorised Officer. Failure to comply with this requirement may result in immediate removal from the Site.

Site Inductions MUST be completed every 12 months.

Information on Site Inductions can be found at www.saproducemarket.com.au.

All Tenants and Tenant Employees are classified as Market Users and will need to complete a Site Induction.

5.3 ACCESS ID APPLICATION PROCESS

Only those Persons who hold an Access ID are authorised to access the Market.

Access ID is divided into different classifications, The CEO shall, from time to time, determine how many classifications there will be and the description of each classification. The CEO shall also determine the annual fee or fees payable in respect of each classification. All Access ID issued to any Person will not be valid for any period longer than a year.

An Access ID will only be issued upon receipt by an Authorised Officer of an application in the prescribed format. ("the Application Form"). Failure to complete all sections of the Application Form will result in the application for an Access ID being denied.

Upon receipt of an Application Form the CEO may in their discretion, issue an Access ID in respect of that classification which they determine to be the most appropriate or refuse to issue an Access ID.

In the event of an Access ID holder transferring employment to a new Organisation registered with the Market, a Transfer to New Employer Form must be completed and approved. Failure to complete all sections of the Transfer to New Employment Form will result in the cancellation of the Access ID.

Any Person aggrieved by a decision made by the CEO under Rule 16.3 may appeal that decision in writing to the Board. The decision of the Board shall be final and conclusive.

A Person must not provide information in connection with an Application Form or a Transfer to New Employer Form which is false or misleading. Any false or misleading information ("a False Access ID") provided on an Application Form or a Transfer to New Employer Form may result in the cancellation of the Access ID and the imposition of a Sanction up to and including the Termination of the relevant Lease Agreement.

If requested by SAPML, Applicants for and holders of Access ID must provide documentary evidence in support of their application and/or Transfer for, or continuing use of, Access ID.

Documentary evidence may include the provision of 'employee records' as defined in SAPML's prescribed Application Form and Transfer to New Employer Form.

Any failure or refusal by a Person to provide documentary evidence at the request of SAPML, including 'employee records', may result in access to the Market being denied and for existing Access ID holders, suspension or cancellation of Access ID.

Any failure to comply with a requirement, term or condition of an Access ID Application Form or Transfer to New Employer Form may result in a Sanction imposed by the CEO in their discretion.

5.4 CANCELLATION OF ACCESS ID

A Market Official or an Authorised Officer may on its own motion, or upon considering a Request, determine to cancel any Access ID which is held by a Market User. This relates to their capacity as a Lessee, Licensee or an employee of a Lessee or Licensee. If the Market User cannot, to the satisfaction of a Market Official or Authorised Officer, establish that they are either a Lessee, a

Licensee or an employee of a Lessee or Licensee, their Access ID may be cancelled and the Market User may be ejected from the Land.

Upon being given notice of a Ban or Ejection, the Market User(s) subject to the Ban or Ejection must surrender possession of their Access ID to SAPML until such time that the period of time specified in the Expiation Notice has elapsed. Failure by a Market User to surrender possession of their Access ID to SAPML may result in the cancellation of the Access ID.

In the event that the CEO or a delegate thereof cancels a Market User's Access and that Market User wishes to invoke the dispute resolution procedures as set out in these Regulations, then the CEO or delegate must ensure that those procedures are invoked as soon as is reasonably practicable, and there must be no unreasonable delay.

In the event that a Market User wishes to invoke the dispute resolution procedures set out in these Regulations, the Sanction imposed on that Person will apply until such time that it is overturned for whatever reason in the course of the dispute resolution procedure.

5.5 REQUEST TO CANCEL OR RESTRICT ACCESS

A Person may request a Market User's access be cancelled or restricted on the grounds that the Market User is engaging or has engaged in conduct that is detrimental to the Market and/or Market Users (for example, by trading whilst insolvent or incurring substantial levels of debt with multiple tenants or otherwise not acting in good faith and the best interests of Market Users).

A Request must be made in writing using the prescribed form. This form can be obtained from the SAPML Administration.

SAPML may require a Person making a Request to pay a Request Fee to cover the cost of administration, which Fee may, in SAPML's discretion, be reimbursed to the Person.

Upon receipt of a Request and Request Fee, the CEO of SAPML will consider relevant information and submissions provided by the Person making the Request and make whatever further enquiries it considers necessary in order to properly determine the Request.

5.6 APPEALS

Either of the Person requesting that a Market User's access be cancelled or restricted and the relevant Market User may appeal against the decision of the CEO to suspend or cancel the Person's Access ID to the Tribunal appointed under the Dispute Resolution Procedure included within these Regulations. If the decision of the CEO was to cancel or restrict access, the Access ID will remain cancelled until the outcome of the appeal. The Notice of Appeal must be lodged within 7 days of the CEO's

decision, with the CEO. The procedure for the determination of the appeal by the Tribunal will be as set out in Regulation 3.3 (which shall apply with the necessary changes) except that;

- (a) the Arbitrator's fee for the Tribunal hearing will be shared equally between the Person and the Market User;
- (b) the hearing of the Tribunal shall proceed in such manner as the Tribunal shall determine; and
- (c) SAPML will abide by the decision of the Tribunal.

5.7 ACCESS RESTRICTIONS

No Person shall enter the Market except:

- (a) on the satisfactory completion of an SAPML or Visitor Site induction; or
- (b) on the satisfactory completion of an SAPML Contractor Site induction; and
- (c) upon production of a valid Access ID issued to that Person; and
- (d) through an entrance gate erected for that purpose.

An approved Access ID shall be in the form as adopted from time to time by the CEO.

All Visitors must attend to the Gatehouse upon arrival OR have their access pre-approved prior to entry.

A Market Official or an Authorised Officer of SAPML may cancel a Market User's Access if they form the opinion that that Market User has committed any breach of these Regulations.

Access is only provided to those Persons who:

- (a) have applied for access and this access has been approved in the correct classification;
- (b) completed a successful Site induction;

Authorised access ID is not permitted:

- (a) to be used by another Market User;
- (b) by a Person who is no longer employed at the Market by an organisation associated with the Market endorsed by the Access.

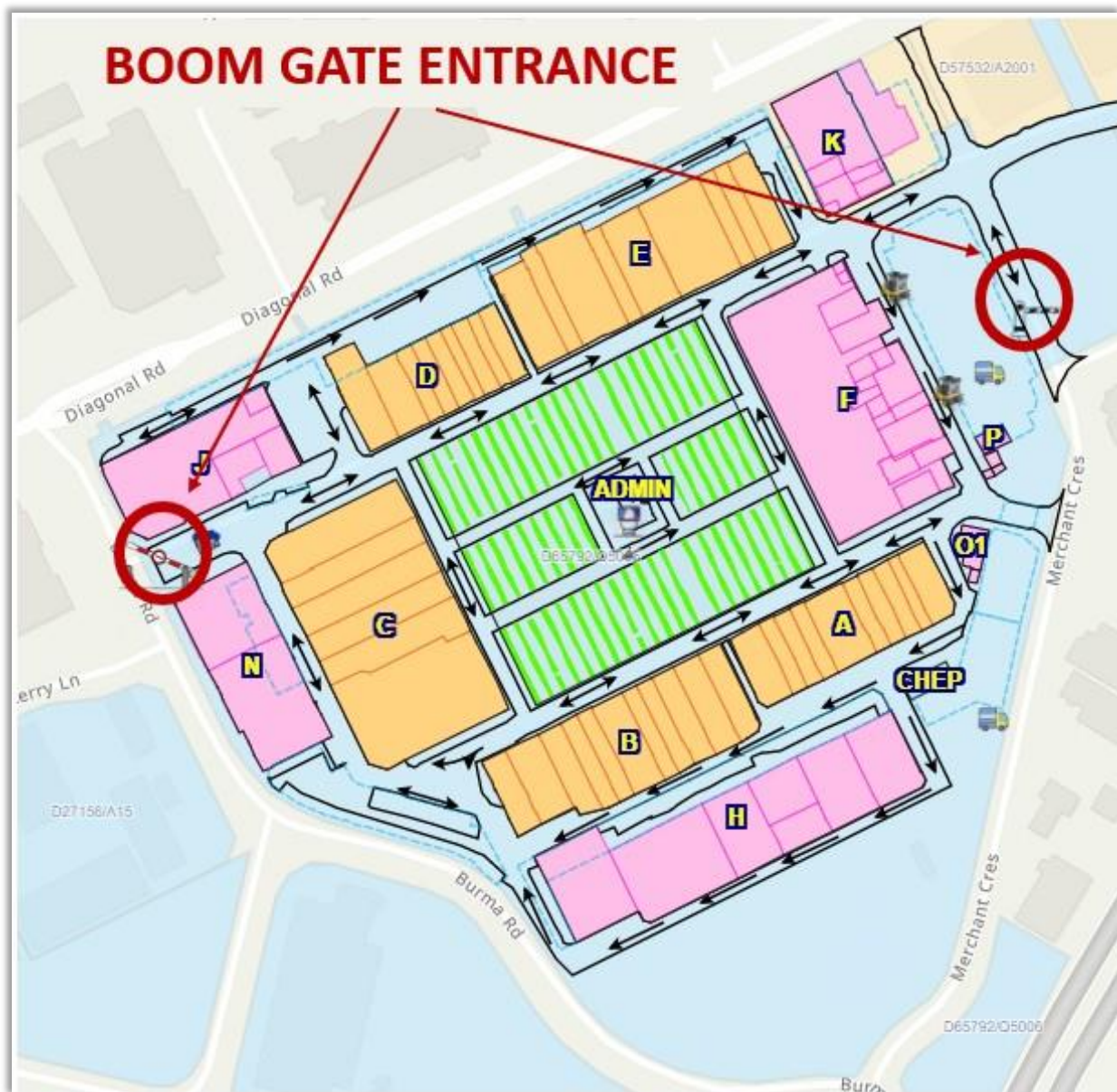


Figure 2 – Boom Gate Entrance

Access is only granted to a Person in accordance with their Access classification and any conditions contained in that access are deemed to be obligations under these Regulations.

General Public Pedestrians are not permitted on Site.

5.8 ACCESS ID NON-TRANSFERRABLE

Each Access ID applies only to the Market User listed on the corresponding Application Form or Transfer to New Employer Form applying to that Access ID. A Market User must not transfer or assign their Access ID or otherwise allow another Person to use their Access ID to gain access to the Market or for any reason. If it is found that a Market User has transferred, assigned or otherwise allowed another Person to use their Access ID, that Market User will be issued with a Sanction. Further, if it is found that a Lessee or Licensee knew or ought reasonably to have known of a Market User transferring, assigning or otherwise allowing another Person to use their Access ID for the purpose of performing work for the Lessee or Licensee, they will be issued with a Sanction up to and including the Termination of the Lease or Licence.

5.9 ACCESS ID TO BE PRODUCED ON REQUEST

A Market User who enters the Market must at any time while in the Market, upon reasonable request by a Market Official or Authorised Officer, produce the Market User(s) Access ID. Any failure or refusal to produce an Access ID will result in the Market User being directed by a Market Official or Authorised Officer to leave the Market land immediately.

5.10 ACCESS ENTRY POINTS

There are two main vehicle boom-gated entrances, main entrance off Burma Road and the rear entrance off Merchant Crescent to the Site. See Figure 2 – Boom Gate Entrance

SAPML have an Electronic Access ID recognition application which provides automated entry to Market Users who have completed a successful Site Induction. This induction must meet all competencies aligned with the classification of access and must be approved by an Authorised Officer of SAPML prior to entering the Market.

5.11 CHILDREN ACCESS

Any children brought onto the Land must be accompanied and supervised at all times by a Market User over 18 years of age who holds a current Access ID.

Any Market User supervising and accompanying a child or children must ensure that other users of the Site are not inconvenienced by the child or children's presence.

Children are prohibited from entering onto:

- (a) the Common Areas (roadways, parking areas) except when transiting to and from a Lessee or Licensee's leased or Licensed premises; and/or
- (b) any area on the Land where Vehicles (including forklifts) operate; and/or
- (c) any area on the Land where there is a reasonably foreseeable risk of injury associated with the operations or activities being carried out in the area.

5.12 BUYER ACCESS

Buyers will need to complete a Buyer Licence Agreement and a Site Induction (which is to be confirmed by SAPML prior to entry).

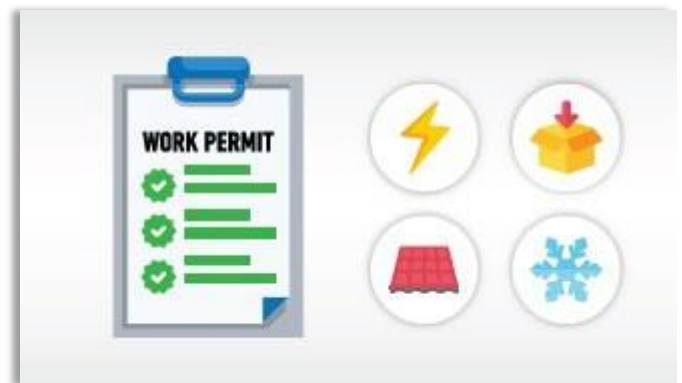
The Buyer Licence Agreement and Site Induction is to be completed via the SAPML Website prior to attending Site.

5.13 CONTRACTOR ACCESS

- (a) Contractors will need to complete a Site Induction prior to attending and must be approved by SAPML.

- (b) Contractors at all times must have valid insurance as requested through the Site Induction process.
- (c) Contractors must sign in upon entry at the Gatehouse or Operations office.
- (d) Contractors must hold and provide upon entry adequate licences for the work they are performing.
- (e) Contractors must contact the person who engaged them for access to specific tenancies, SAPML will not provide access on a Lessee's behalf.

Prior to engaging a Contractor the Lessee or Licensee must refer to the Policy for Building Alterations available on the SAPML Website.



5.14 GROWER ACCESS

Growers will need to have a Grower Licence with SAPML and complete a Site Induction (which is to be confirmed by SAPML prior to entry).

The Grower Licence and Site Induction is to be completed via the SAPML Website prior to attending Site.

5.15 WHOLESALE ACCESS

Wholesalers will need to have a Lease with SAPML and complete a Site Induction (which is to be confirmed by SAPML prior to entry).

6 CONDUCT

6.1 GENERAL CONDUCT

In order for SAPML to discharge its duties and obligations as the Person with management and control of the Site, SAPML requires all Persons that enter the Site to comply with the reasonable directions of a SAPML Market Official

This includes compliance with any request by a Market Official for the production of a Person's licence, Access ID or Visitor's first name and surname for inspection. And compliance with the General Terms and Conditions of Entry and these Regulations;

6.2 PROHIBITED CONDUCT

SAPML promotes safety for all Market Users at this Site and have implemented Conduct Rules. The following behaviours and actions are not permitted at this Site:

- (a) assault, abuse, obstruct, restrict or intimidate a Market Official or any Authorised Officer;
- (b) cause a nuisance, bully or harass other Market Users, damage any property belonging to SAPML or any other person;
- (c) discriminate against on the grounds of age, race, nationality, sex, pregnancy, marital or family status, political or religious beliefs physical, nor sexually harass any other person;
- (d) trading whilst insolvent or substantial levels of indebtedness to tenants;
- (e) obstruct or interfere with roadways, road-signs and general traffic areas in any area of the Market;
- (f) operate any machinery or equipment in a dangerous manner, in contravention of any law including the Road Traffic Act, 1961; the Motor Vehicles Act, 1959; WHS Act; WHS Regulations; SAPML Regulations, or any other safety policies or procedures;
- (g) 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;
- (h) deposit or dispose of any waste or rubbish in any place except bins or receptacles provided to that Person for that purpose;
- (i) bring or allow any animals into the Site (except for service animals);
- (j) fail to wear an Australian approved day/night high visibility safety garment and enclosed footwear at all times within Common Areas;
- (k) failure to adhere to all SAPML rules, policies and procedures;
- (l) steal or wilfully damage or destroy any property belonging to SAPML or any other Person.

6.3 BUSINESS CONDUCT

Goods may only be sold or dealt with by a Wholesaler, Buyer, Grower or Grower Agent including but not limited to Produce, food and allied products.

The sale or delivery of Goods to Persons in the Market who do not have a Lease or Licence is not permitted.

In-Bound Deliveries of Goods into the Market may be delivered from suppliers who do not hold leases or Licences with SAPML to Persons holding a Lease or Licence with SAPML whose Lease or Licence permits them to receive such deliveries.

The delivery of Goods must only be unloaded in recognised Unloading Areas which may from time to time be designated by the CEO for that purpose.

The delivery of Goods in the case where the Person, being the driver of the vehicle is delivering Multiple Consignments must only use the Unloading Service operated by Adelaide Produce Market Pty Ltd.

The Person, being the driver of the vehicle, making the In-Bound Delivery into the Market shall be deemed to be a Visitor in the context of these Regulations.

6.4 SCHEDULE OF MARKET HOURS

The Schedule of Market Hours is amended from time to time by the Board. Amendments will be published in a form and via a media designated by the Board from time to time.

The Schedule of Market Hours must be read in conjunction with these Regulations.

The Schedule of Market Hours is published:

- (a) as part of this document;
- (b) on the SAPML website;
- (c) Email to Market Users;
- (d) posted on SAPML Notice Boards;

No Person may engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours.

Coercion of another Person to engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours is not permitted.

Produce is not permitted outside of the hours designated for Movement of Produce or In-Bound Deliveries as set out in the Schedule of Market Hours.

The CEO or their delegate may grant an exemption from the exit time shown in the Schedule of Market Hours in their absolute discretion and on any conditions as the CEO may determine. There is no obligation on the CEO to either grant an exemption or provide reasons for its refusal. Exemption will apply for so long as is deemed appropriate by the CEO and may be withdrawn at any time by the CEO giving 14 days' notice, unless circumstances dictate the approval be withdrawn sooner. Persons wishing to apply for an exemption must do so in writing, setting out their reasons for the request with sufficient evidence in support.



6.5 TRADING PRODUCE

Anyone delivering Goods into the Market, must, if requested by a Market Official to do so, provide the following information:

- the name and address of the consignor;
- the name and address of the consignee;
- the type, origin and quantity of the Produce; and
- any other information (or evidence, including being shown Goods) at any time requested by the Market Official, and must make available to that Market Official any manifest or other document which would disclose any or all of the information set out above.

A Person must not:

- receive Goods which are consigned to another Person.
- engage in any activity in the Market which is not, in respect of that Person, a Permitted Use.
- knowingly aid, abet or otherwise assist a Person (the "Principal") in engaging in an activity which, in respect to that Principal, is not a Permitted Use.
- attempt to engage in an activity in the Market which is not, in respect of that Person, a Permitted Use;
- knowingly aid another Person in attempting to engage in an activity in the Market, which is not, in respect of that Person, a Permitted Use.

A Person who is delivering to the Market, multiple consignments, must deliver all of those consignments to the Unloading Service operated by Adelaide Markets Pty Ltd.

A Market Official or any Authorised Officer may require the production from a Transporter of that Transporter's manifest, which manifest will be prima facie evidence of the Person or Persons to whom the Transporter intends to deliver his or her load.

6.6 USE OF STORE, STAND AND PREMISES

A Person who occupies a store, stand or premises as a Lessee or Licensee must contain their business activity within the boundaries of the tenanted or licensed area.

Each Lessee or Licensee must maintain their store, stand, premises and surrounding area in a clean manner, free of rubbish and debris.

Washing the cement or bituminized floor of a leased, licensed or Common Area with water and allow that water to enter the storm water system is prohibited.

Every Wholesaler must clean the area to the rear of the wholesaler's store at the conclusion of trading.

No smoking is permitted:

- inside or under any building or structure on the Land;
- adjacent to intakes or areas where natural ventilation take smoke into buildings;
- in any areas where waste or rubbish is collected;
- in any storage areas;
- in any areas where flammable liquid is stored or handled;
- in any other special hazardous areas, e.g. LPG bottle storage;
- in any areas where discarded butts may be washed or swept into drains or gutters; or
- in any area where food (including Produce) is ordinarily stored.

6.7 USE OF BUYER PARKS

A Buyer's Vehicle must be parked only in its designated area at all times. This applies to all Vehicles (including forklifts and any other items in the designated area) of or under the control of all Buyers, irrespective of whether the owner of the Vehicle is also a Wholesaler, Grower, Grower Agent or another type of trader at the Market.

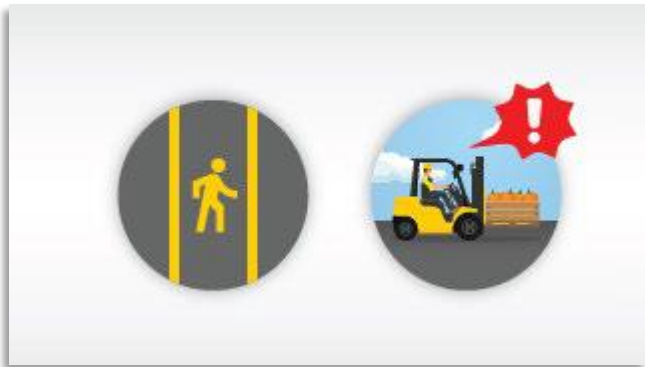
Buyers are to use their licenced line-marked parking area to manage Goods and keep the licenced parking area clear and clean at the completion of the trading hours.

Buyers must only enter the Market at their relevant Entry time as outlined in the Schedule of Market Hours. Buyers are able to occupy their Licenced Parking Area from Entry time until Close for the purpose of their Permitted Use only.

Late Buyers who do not receive a designated Licenced Parking Area are permitted to occupy any Parking Area which is available at the time of their arrival on any given day within the Market Square.

6.8 PEDESTRIANS

As there is an interaction between pedestrians and vehicles at the Site and as it is not reasonably practicable to remove either, SAPML have introduced measures to control the risks of Persons being injured due to the movement of vehicles at the Site.

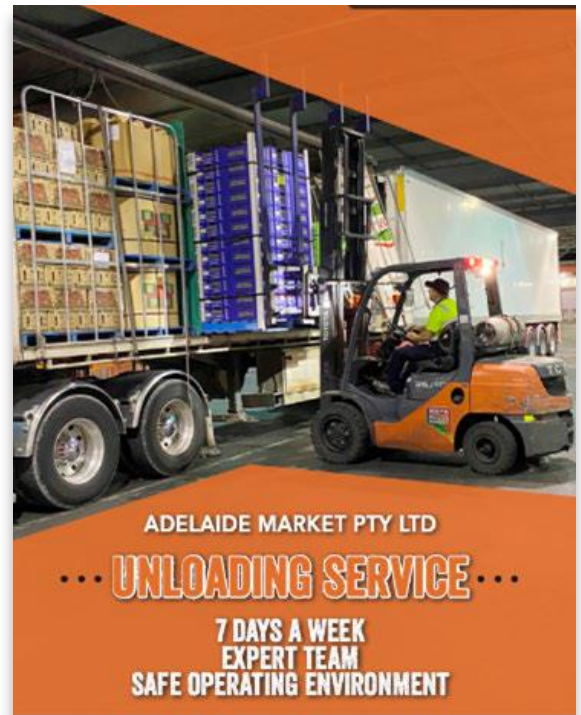


Pedestrians are required to use designated walkways and pedestrian crossings. Pedestrians have right of way on pedestrian crossings, must use these crossings around the Common Area and follow the entry and exit points where indicated.

All Persons driving a vehicle within the Site must look out for pedestrians and other vehicles.

6.9 UNLOADING SERVICE

The Unloading Service is a service operated by Adelaide Market Pty Ltd and is a subsidiary company of SAPML. This service is operated to load and unload transported goods for Wholesalers. This service must be used in any case where a Transport Vehicle has multiple consignments for Wholesalers in the Market.



7 DRUG AND ALCOHOL POLICY

SAPML is committed to providing a 'Zero Harm' workplace, free from the risks associated with Drugs and Alcohol. SAPML recognises that Drugs and Alcohol can affect an individual's fitness for work and can be a contributing factor in workplace injuries and events. The WHS Act requires Workers to take reasonable care of their own safety and take reasonable care that their actions or omissions do not adversely affect the health and safety of other Persons.

This Policy is a direction to all Persons at the Site about their use of Alcohol and other Drugs whilst on the Site. This Policy includes the criteria and guidelines for Drug and Alcohol testing as part of SAPML's program of monitoring compliance with those standards.

SAPML recognises that Drug and Alcohol dependency is a treatable condition. Workers are actively encouraged to seek professional advice and to take the appropriate treatment before their job performance is affected.



7.1 CONSEQUENCES OF NON-COMPLIANCE WITH THIS POLICY

- (a) If a Person does not comply with this Policy (that is, if the Person does not act in accordance with this Policy in any way), SAPML may take whatever action it considers appropriate, including requiring the Person to leave the Site.
- (b) If the circumstances of the non-compliance of this Policy are serious, and/or if this is not the Person's first non-compliance, SAPML may permanently Ban the Person from the Site. Circumstances in which SAPML may consider a non-compliance of this policy to be serious include but are not limited to:
 - i. where the consumption of Alcohol or other Drugs has been excessive and caused obvious impairment;
 - ii. where the Person has placed him/herself or others in a position of danger by being impaired at the Site, for example, being impaired whilst operating machinery or a vehicle;
 - iii. where the Person's impairment has caused or contributed to an incident or near miss at the Site that posed a risk to health and safety;

- iv. where the Person (without reasonable excuse or explanation):

Fails to submit to or refuses to submit to a Screening Test.

- (c) Refuses to sign or complete any sample collection documents or labels;
- (d) Avoids, tampers with, or falsifies any (including but not limited to a breath test, urine sample, saliva sample and blood test);
- (e) Substitutes him/herself for another Person or substitutes a sample for another Person's or arranges or is involved in the substitution of a sample; and
- (f) Aids or abets any Person to interfere with a Screen Test or a Screen Test result.

7.2 OBLIGATIONS AND RESPONSIBILITIES

Persons must not:

- (a) drive or attempt to put in motion a Heavy Vehicle with a mass greater than 4.5 tonnes with a blood alcohol content of more than 0.00 grams per millilitre of blood, or with a saliva concentration of any other Drug that exceeds a relevant target concentration level as set out in Regulation 7.6;
- (b) drive or attempt to put in motion a Forklift with a blood Alcohol content of more than 0.00 grams per millilitre of blood, or with a saliva concentration of any other Drug that exceeds a relevant target concentration level as set out in Regulation 7.6;
- (c) attend the Site with a blood Alcohol content of more than 0.05 grams per millilitre of blood, or with a saliva concentration of any other Drug that exceeds a relevant target concentration level as set out in Regulation 7.6;
- (d) consume Alcohol at the Site or during working hours (including during breaks);
- (e) possess, sell, supply or manufacture alcoholic beverages at the Site;
- (f) attend the Site or operate machinery or Vehicles at the Site while impaired by Alcohol or other Drugs; and
- (g) consume, use, possess, sell, supply, manufacture or cultivate any Illegal Drug at the Site.

7.3 TESTING FOR ALCOHOL AND OTHER DRUGS

SAPML conducts Alcohol and other Drug Screen Testing as part of its program of monitoring compliance with this policy, and to deter inappropriate behaviour. SAPML may carry out Alcohol and other Drug Screen Testing:



- (a) on any Person involved directly or indirectly in an incident or circumstance at the Site, which gives reasonable cause for concern, including but not limited to any:
 - i. injury;
 - ii. collapse, overturning, malfunction or damage to plant, vehicles (including Heavy Vehicles and Forklifts), buildings or structures;
 - iii) implosion, explosion or fire;
 - iv) fall or release from part of any plant, substance or object; or
- (b) if a Person's performance, behaviour, or other observable characteristics (as assessed by a supervisor or manager) suggest that his/her performance may be impaired due to alcohol and/or drug use. Reasons for testing may include, but are not limited to:

Behaviour	Visible signs
Violent or aggressive behaviour	Slurred or incoherent speech
Impaired judgement	Shaking or trembling hands
Change in mood/behaviour	Stumbling
Lack of concentration	Flushed appearance
Creation of an obvious disruption or potentially hazardous situation	Observed possession of alcohol or other drugs
Markedly abnormal behaviour ("not themselves")	Poor coordination Drowsiness

- (c) where there is any other reason to believe that a Person is under the influence of Alcohol or Drugs;
- (d) on a random basis, random Screen Testing is important to SAPML's Drug management strategy because it enables SAPML to identify risks before any incident occurs, rather than waiting for risks to become injuries.

Screen Testing for Alcohol may be done by SAPML personnel or a representative from a testing agency engaged by SAPML, by analysing blood alcohol content from a breath sample. Screen Testing for Drugs is done by representatives from testing agencies, by analysing (including but not limited to a breath test, urine sample, or saliva sample).

7.4 MEDICATION

SAPML understands that people may need to take prescription or over the counter medication from time to time.

If a Person is taking prescription medication or over the counter medication which may return a positive Screen Test result, they must – immediately prior to any Screen Test being performed - inform the Person conducting the Screen Test of the prescription medication and or over the counter medication they are taking or have taken in the past 24 hours.

If a Person fails to declare that they are taking prescription medication or over the counter medication prior to a Screen Test being performed and the Person returns a positive result, SAPML may take whatever action it considers appropriate, including requiring the Person to leave the Site until the full Screen Test results are returned.

Additionally, and/or where a Person is prescribed a medication that may return a positive result for Drugs. Persons must seek a letter from their treating doctor as soon as the medication is prescribed that outlines the medication prescribed, the dosage, the anticipated end date of the prescription. The letter must be accompanied by a declaration that the medication will not impact the Person's ability to work safely, and what the medication maybe detected as in a Screen Test. This letter should be provided to SAPML and made available if a Screen Test is required.

If a Screen Test is performed and a Person taking prescription medication returns a positive result, the Person will be permitted to commence or continue to work (until the Full Screen Test results are returned) if:

- (a) the Person has provided evidence from their doctor regarding the type (and likely effects) of the medication they are taking (prior to, or at the time of, the Screen Test being performed); and
- (b) the Person does not appear to be affected by the medication in a way which would impair the Person's ability to work safely.

7.5 NON-COOPERATION, INTERFERENCE WITH TESTING & REFUSAL TO BE TESTED

- (a) All Persons at the Site must comply with any request made by:
- i. SAPML personnel; or
 - ii. a representative from a testing agency,
- in relation to testing for Alcohol or other Drugs in accordance with this policy, including providing but not limited to a breath test, urine sample, or saliva sample.
- (b) A Person at the Site must not:
- i. refuse to submit to an Alcohol or other Screen Test;
 - ii. fail to comply with any request to provide a breath test, urine sample, or saliva sample;
 - iii. fail to co-operate with a sample collection procedure;
 - iv. refuse to sign or complete any sample collection documents or labels;
 - v. avoid, tamper with, or falsify any a breath test, urine sample, or saliva sample;
 - vi. substitute him/herself for another Worker or substitute a sample for another Worker's or arrange or be involved in the substitution of a sample aid or abet any Person to interfere with a test or a test result; or
 - vii. attempt to do any of the above.
- (c) Any failure to comply with b)iii or b)iv of this policy will be treated as if the relevant Worker returned a positive Screen Test.
- (d) Market Users at the Site must direct their Workers to comply with this policy and must provide to SAPML all necessary assistance with enforcing the policy.

7.6 CONCENTRATION LEVELS

Compound	Target concentration level (ng/mL)
Morphine*	25
Codeine	25
Amphetamine	25
Methylamphetamine	25
Methylenedioxymethamphetamine	25
Methylenedioxyamphetamine	25
Tetrahydrocannabinol-9-carboxylic acid	10
Benzoyllecgonine	25
Ecgonine methyl ester	25
Cocaine	25

8 HEAVY VEHICLE POLICY

This is a direction to all persons at the Site about heavy vehicle compliance at the Site.

All heavy vehicles that enter the Site must comply with the mass, dimension or load restraint requirements in accordance with the Road Traffic Act 1961, the National Heavy Vehicle Laws and the Road Traffic (Mass and Loading Requirements) Regulations 1999 (Regulations) and the requirements of the Australian Road Rules relating to mass limits where mass limits are indicated by sign.

SAPML also requires that all transport documentation relating in a material particular to the mass, dimension or load restraint of any or all of the goods are to be true and correct.

8.1 WHAT IS A VEHICLE?

A motor vehicle means a vehicle built to be propelled by a motor that forms part of the vehicle and includes:

- (a) a motor vehicle, trailer and a tram, which includes, but is not limited to, a tractor, agricultural machine and Forklift;
- (b) a bicycle;
- (c) a combination;
- (d) any motorised apparatus that can travel over 10 kilometres per hour (on level ground) must meet minimum safety standards and be registered with the relevant authority including but not limited to motorised wheelchairs, scooters, skateboards and Segway's.

8.2 WHAT IS A HEAVY VEHICLE?

A heavy vehicle means:

- (a) vehicles with a gross vehicle mass greater than 4.5 tonnes;
- (b) combinations that include a vehicle (e.g. a trailer and a vehicle) with a gross vehicle mass greater than 4.5 tonnes.

8.3 WHAT IS A LOAD OF A VEHICLE?

The load of a vehicle means:

- (a) all the goods, passengers and drivers in or on the vehicle;
- (b) all the fuel, water, lubricants and readily removable equipment carried in or on the vehicle and required for its normal operation;

- (c) personal items used by a driver of the vehicle;
- (d) anything that is normally removed from the vehicle when not in use.

8.4 REQUIREMENTS OF HEAVY VEHICLES

SAPML requires that all heavy vehicles that enter the Site comply with the requirements set out in Schedule 1 of the Regulations and the requirements of the Australian Road Rules relating to mass limits where mass limits are indicated by sign.

Specific requirements include:

- (a) mass limits for a single vehicle;
- (b) mass limits for tyres, wheels and axles;
- (c) mass limits for combinations;
- (d) size of loads;
- (e) front, side, rear and dangerous projections of loads; and
- (f) placing and securing loads (including trailers). Further information on placing and securing loads is set out at Appendix C of these Regulations.

8.5 LIGHT VEHICLES

SAPML also requires that all light vehicles that enter the Site comply with the requirements set out in the Road Traffic (Light Vehicle Mass and Loading Requirements) Regulations 2013.

8.6 VEHICLE STANDARD NHVL

SAPML requires that all vehicles that enter the Site must comply with the vehicle standards in the Road Traffic (Vehicle Standards) Rules 1999 and that all vehicles are maintained in a safe condition.

A vehicle is not maintained in a safe condition if driving the vehicle would endanger the person driving the vehicle, anyone else in or on the vehicle or a vehicle attached to it or other Market Users.

8.7 WHO IS RESPONSIBLE?

The Regulations place responsibility for compliance on a number of parties including any person who consigns, packs, loads or receives goods as part of their business as well as the person driving or operating the vehicle.

If SAPML discovers any non-compliance with this Heavy Vehicle Policy, it may take action against any one or more of these parties as it considers appropriate. This may include:

- (a) a first or second warning.
- (b) a monetary sanction; or
- (c) expulsion from the Site either permanently or for a specified period of time.



9 FORKLIFT SAFETY

9.1 FORKLIFT GUIDELINES

Persons on Site are responsible for ensuring adherence to the following requirements:

- (a) Forklifts are operated in a safe work environment;
- (b) The operation of Forklifts must be part of a safe system of work;
- (c) Forklifts must be deemed to be safe and well maintained;
- (d) Forklift operators must be properly trained and supervised, over the age of 18 years, carry an applicable driver's licence and have training in and hold a relevant qualification for the operation of a Forklift;
- (e) Forklift operators must comply with SAPML's Traffic Management Guidelines;
- (f) Seatbelts must be worn and correctly fastened when forklifts are operated;



- (g) Forklifts without a backrest and overhead guard must not be used on the Site;
- (h) Forklift operators must not carry passengers.
- (i) If a load is blocking the Forklift operator's vision, the Forklift must be driven backwards;
- (j) Forklift operators must take reasonable care to watch out for other workers, Market Users and equipment;
- (k) Forklift operators must not drive with the load raised. Loads must be as close to the floor as possible;
- (l) Forklift operators must never overload a Forklift;
- (m) Forklift operators must never lift the load above people or allow people to stand under raised forks;
- (n) Forklift operators must be aware and take care of the rear end swing, which swings wide when the Forklift turns. Particular care must be taken in aisles and other tight places;

- (o) Forklift operators must monitor and ensure safety in relation to clearance above and at each side of the Forklift;
- (p) Forklift operators must keep hands and feet clear of the mast assembly and do not reach through the mast for any reason;
- (q) Forklift operators must always drive at a safe speed (in compliance with the speed limits at the Site) and watch out for slippery or uneven ground or other dangerous conditions;
- (r) Forklift operators must always apply the handbrake when getting off of a Forklift (even for a moment);
- (s) Forklift operators must not use Forklifts other than for the purpose for which they were designed;
- (t) Forklift operators must not use Forklifts to bump pallets or push piles of material out of the way;
- (u) Forklift operators must not use makeshift connections and attachments on Forklifts to assist with moving heavy objects;
- (v) Forklift operators must always sound the horn on the Forklift before going through a doorway, entering or crossing a main aisle or approaching an intersection or corner;
- (w) Forklift operators must always travel at a safe distance behind other vehicles;
- (x) Forklift operators must always apply the handbrake and switch off ignition when parking a Forklift;
- (y) Forklift operators must report any faults or defects to your appropriate superior;
- (z) Forklift operators must never make unauthorised repairs or modifications to a Forklift; and
- (zz) When changing LPG cylinders or refuelling a Forklift, Forklift operators must:
 - i. change cylinders in well-ventilated areas;
 - ii. turn off the ignition;
 - iii. do not smoke or operate near naked flames;
 - iv. check for leaks;
 - v. return empty cylinders to storage areas; and
 - vi. wear appropriate Personal Protective Equipment including gloves and safety glasses.

In addition to the requirements of these Regulations, SAPML recommends all Forklift owners and operators follow their own safety processes in relation to their fleet operating protocols. An example is a safety checklist which is contained in Appendix B of these Regulations.



10 FORKLIFT RULES

10.1 FORKLIFT OPERATING RULES

Forklift operators must:

- obey the direction of any Market Official or Authorised Officer;
- carry or wear a high-risk work Licence at all times while on the Market Site and produce when asked to do so by a Market Official or Authorised Officer;
- always give way to pedestrians;
- Seatbelts must be worn and correctly fastened when forklifts are operated;
- observe all speed limits – 20kmph throughout the Market site;
- travel on the left side of all roadways in the direction of travel and obey all signs;
- where roads are marked, must travel within the road and not cut corners;
- not drive across or within marked exclusions zones;
- travel with forks approximately 20cm above the road whether laden or not laden;
- not pass other vehicles travelling in the same direction at intersections, blind spots or other dangerous locations;
- drive responsibly;
- not engage in racing, spinning of tyres or other unacceptable driving practices;
- travel in a reverse direction if a load is being carried which obstructs the driver's view or if a load is being driven down a gradient;
- obey all South Australian Road Rules;
- always look in the direction of travel and stay alert;
- maintain safe distances between moving vehicles;
- use indicators where these are fitted to the Forklift;
- not drive on designated walkways except when entering or exiting a Tenancy;
- give way when entering road;
- not use a handheld mobile phone, two way radio or any form of communication device while moving;
- not drive under the influence of Drugs or Alcohol in accordance with these Regulations;
- operate an LPG, diesel or petrol forklift with consideration to the type of fumes emitted by the vehicle.

10.2 FORKLIFT OPERATING PROCEDURES

Forklift operators must:

- be licensed and deemed competent to operate;
- hold a current high-risk work licence as required by applicable laws;
- Each SHIFT that the equipment is used, an authorised and licensed person must carry out and document safety checks on each unit;



- Forklift operators should carry out prestart checklist at the commencement of using the forklift;
- All forklifts must be either speed governed to 20 kmph or have a speedometer installed;
- insured with Compulsory Third Party Insurance;
- conditionally registered with the Department of Transport and Infrastructure.

10.3 FORKLIFT PARKING

Forklifts are to be parked in an authorised leased area. SAPML have forklift sheds available for hiring. Under no circumstance are forklifts to be left in a Common Area including but not limited to the Market Square or the Growers Pavilion after trading hours in accordance with the Schedule of Market Hours.

11 PARKING

A Vehicle must only be parked in areas designated for that purpose and moved at any time on the direction of a Market Official.

A Person parking his or her Vehicle for periods in excess of one day on Site within a Common Area (regardless of being parked in an area designated for parking), must apply for a Parking Permit with SAPML.

Market Users wishing to apply for a Parking Permit must do so in writing, setting out their reasons for the request with sufficient evidence in support.

Written requests must be addressed and delivered to the CEO via the administration building or a SAPML employee.

Parking Permits may be issued by the CEO, who at their absolute discretion and on any conditions as the CEO may determine. There is no obligation on the CEO to either grant a Parking Permit or provide reasons for its refusal.

Parking Permits are non-transferrable and are provided to the Person applying only.

Permits will apply for so long as is deemed appropriate by the CEO and may be withdrawn at any time by the CEO giving 14 days notice, unless circumstances dictate the approval be withdrawn sooner.

Fees and charges may apply for Parking Permit application and allocation. These will be communicated to an applicant upon receiving their written request.

Market Users who have acquired a Parking Permit are not permitted to park in any other area other than wholly within the relevant area they have been allocated to do so.

The owner, driver or Person in control of a Vehicle within the Market authorises and consents to SAPML dealing with any Vehicle or any other goods parked or left on the Land in a manner contrary to these Regulations (by whatever lawful means available to SAPML at the time, including but not limited to organising for the Vehicle or parked goods to be towed away). The owner, driver or Person indemnifies and holds harmless SAPML in respect of any claim for damages and/or costs resulting from SAPML's dealing with the Vehicle or other goods under this Market Rule.

In the event that SAPML does not elect to deal with (including move) any Vehicle or parked goods on the Land, SAPML will charge the owner, driver or Person in control of the Vehicle or parked goods a rate of \$250 per day that the Vehicle or parked goods are parked or left on the Land in a manner contrary to these Regulations.

11.1 BUYERS

A Buyer's Vehicle must be parked only in its designated area in line with the Schedule of Market Hours. This applies to all Vehicles (including forklifts) of or under the control of all Buyers, irrespective of whether the owner of the Vehicle is also a Wholesaler, Grower, Grower Agent or another type of trader at the Market.

A Buyer parking his or her Vehicle(s) on the Land outside the Schedule of Market Hours must apply for, and be granted by SAPML, a Parking Permit for that purpose.

12 ENVIRONMENTAL MANAGEMENT

Dumping or discharging any waste on Site is prohibited.

All chemicals and other hazardous substances must be stored and handled in accordance with the relevant laws and Australian Standards. Market Users are required to keep an up-to-date Material Safety Data Sheet and Hazchem information on all chemicals and other dangerous substances within their areas and produce this information on request from a SAPML Market Official or Authorised Officer.

Market Users are required to manage waste from the Tenancy and must ensure their waste is placed in suitable bins with lids and waste is removed from the Site on a request basis. Waste must not be permitted to overflow from the bins.

Market Users must comply at all times with all relevant laws regarding food safety.

Waste liquids, materials or other hazardous substances must not be dumped or be allowed to drain into the stormwater system at this Site.

Vehicles must not be washed down on the Market Site and must not be serviced unless the vehicle is a Forklift and serviced by a licenced forklift Contractor.

A Person must not display, place or leave any bins or pallets on any pedestrian walkway, road or carriageway, or any aisles in the Growers Pavilion or in any other Common Area.

13 DISEASE CONTROL

13.1 GENERAL

In accordance with its obligations under the WHS Act, SAPML aims to provide and maintain a working environment for Workers, Contractors, Market Users and Visitors that is safe and free from risks to health and safety, so far as is reasonably practicable.

As part of this, SAPML aims to eliminate, or if that is not reasonably practicable, minimise the risk of exposure to and transmission of COVID-19 at the Market Site.

Further, as an operator of an Essential Food Distribution Network, SAPML aims to minimise the risk of operational disruption associated with COVID-19 outbreaks.

In determining an appropriate approach to managing these risks, SAPML may impose requirements on Market Users to:

- prevent risks associated with the spread of a notifiable disease within the Market;
- comply with any law or Government Authority regulation to prevent and/or slow down the spread of a notifiable disease or condition including a requirement to follow Government Guidelines regarding;
- personal hygiene requirements;
- the measures that must be taken by a Market User if in fact, symptoms arise; or at risk of or having a positive diagnosis of a notifiable disease including a requirement to self-isolate and not enter the Site based on Government Guidelines;
- ensure their area is clean and sanitised if in fact a worker is diagnosed with or showing symptoms of a notifiable disease.

13.2 NON-COMPLIANCE

If a Market User does not provide some or all of the required information outlined in Regulation 13.3 (Privacy Collection of Information), SAPML may refuse access to the Market Site.

13.3 PRIVACY COLLECTION OF INFORMATION

Sensitive and other Personal information may be gathered in accordance with Declaration Forms, which are collected by SAPML to help manage its response to a notifiable disease, and in particular, the current COVID-19 pandemic. This includes managing access to the Market Site, assessing and managing COVID-19 risks posed by Market Users, keeping Market Users informed of any notifiable disease (e.g. COVID-19 matters related

to the Market) and for its internal business functions such as dealings with suppliers.

SAPML may also collect other sensitive and personal information from Workers, Contractors, Market Users and Visitors and from third parties, such as Government authorities. Where this information is sensitive information related to any notifiable disease and in particular, COVID-19, consent for collection of this information will be obtained.

SAPML may use and disclose personal and sensitive information for the purposes described above and for other directly related purposes reasonably expected.

In addition, SAPML may use and disclose personal information and sensitive information for other purposes with the Person's consent, or where otherwise required or authorised by law.

Our Privacy Policy (see Appendix D) provides further details about our information handling practices, including how to seek access or correction of your Personal information, and how to complain if you believe we have breached our privacy obligations and how we will handle your complaint, contact a Market Official or any Authorised Officer of SAPML.





14 WORK HEALTH AND SAFETY

14.1 WORK HEALTH AND SAFETY OBJECTIVES

SAPML seeks to provide a safe and healthy working environment at the Site. SAPML, Market Users, Workers and other Persons at the Site have duties and obligations under the WHS Legislation to ensure so far as is reasonably practicable the health and safety of all Workers and other Persons at the Site.

Accordingly, SAPML requires Market Users, Workers and other Persons at the Site to:

- (a) engage in and promote work health and safety at the Site;
- (b) understand and comply with health and safety duties and obligations under the WHS Legislation;
- (c) take their legal duties and obligations seriously.

14.2 COMPLIANCE AND ENFORCEMENT

SAPML requires all Market Users, Workers and other Persons invited onto the Site to comply with the WHS duties and obligations set out herein.

Non-compliance may result in SAPML imposing whatever sanction it considers appropriate in the circumstances.

Enforcement of WHS duties and obligations set out herein may (depending on the seriousness of the non-compliance) include one or more of the following sanctions:

- (a) a first or second warning;
- (b) a fine;
- (c) expulsion from the Site either permanently or for a specified period of time.

If a Worker of a Market User at the Site is found to be non-compliant with these WHS duties and obligations set out herein, SAPML may, in its absolute discretion, impose a sanction on the Market User as well as the Worker.

SAPML may also require any Person who is non-compliant to take action to remedy any matter caused by the non-compliance within a specific timeframe.

14.3 DUTIES AND OBLIGATIONS OF SAPML

As the landlord and owner of the Site, SAPML has a duty to ensure, so far as is reasonably practicable, that the Site, the means of entering and exiting the Site and any fixtures, fittings or plant that SAPML controls at the Site are without risks to the health and safety of any Person.

SAPML also has a duty to ensure, so far as is reasonably practicable, the health and safety of the Workers it engages, Contractors and Visitors to the Site.

14.4 DUTIES AND OBLIGATIONS OF TENANTS - GENERAL

As Market Users, SAPML's Tenants have a duty to ensure, so far as is reasonably practicable, the health and safety of their Workers and also that the health and safety of other Persons is not put at risk by the work carried out by their business.

Specifically, Tenants must ensure, so far as reasonably practicable, that:

- (a) they provide and maintain a working environment that is safe and without risk to health and safety;
- (b) they provide and maintain safe plant and structures;
- (c) they provide and maintain safe systems of work;

- (d) all plant, structures and substances are safely used, handled and stored;
- (e) they provide adequate facilities for Workers welfare at work; and
- (f) they provide information, instruction, training and supervision necessary to protect all Persons from risks to their health and safety arising from work carried out as part of the tenant's business.

Tenants will need to identify and control all risks associated with their businesses in accordance with the process set out in the WHS Act 2012, and the obligations imposed by statute.

14.5 DUTIES AND OBLIGATIONS OF TENANTS - WORKING ENVIRONMENT

Tenants must provide and maintain a safe work environment within their leased or licensed premises on the Site.

Specifically, Tenants must ensure, so far as is reasonably practicable, the following:

- (a) the layout of the Site allows, and the Site is maintained so as to allow, for Persons to enter and exit and to move about without risk to health and safety, both under normal working conditions and in an emergency;
- (b) work areas in the Site have space for work to be carried out without risk to health and safety;
- (c) lighting in the Site enables:
 - i. each Worker to carry out work without risk to health and safety;
 - ii. Persons to move at the Site without risk to health and safety; and
 - iii. safe evacuation in an emergency.
- (d) ventilation in the premises enables Workers to carry out work without risk to health and safety.

14.6 DUTIES AND OBLIGATIONS OF WORKERS

All Workers at the Site have WHS responsibilities under the WHS Legislation. These duties and obligations require the Workers to:

- (a) take reasonable care for their own health and safety;
- (b) take reasonable care that their acts or omissions do not adversely affect the health and safety of other Persons;
- (c) comply as far as they are reasonably able to with any reasonable instruction given to them by the Market User who has engaged them and/or SAPML so that SAPML can comply with its WHS responsibilities; and
- (d) co-operate with any reasonable SAPML policy or procedure or any policy or procedure of the Market User who engages the Worker relating to health or safety at the Site, including the contents of these Regulations.

Tenants should assist SAPML in ensuring that Workers comply with their WHS responsibilities in accordance with the WHS Legislation.

14.7 CONSULTATION, CO-OPERATION AND COORDINATION

SAPML and its Tenants (as Market Users) share concurrent WHS duties and obligations in respect of the same matter, being to ensure health and safety at the Site. In light of these concurrent duties, it is necessary for SAPML and its Tenants to consult, co-operate and coordinate activities associated with discharging those concurrent duties.

As part of the consultation, co-operation and co-ordination process SAPML may require Tenants and other Market Users to:

- (a) assist SAPML in identifying health and safety issues which are relevant to both SAPML and Tenants;
- (b) discuss health and safety issues with SAPML and share all relevant information that the tenant has in relation to those issues;
- (c) provide information about ways to control risks to health and safety; and
- (d) plan what SAPML and the tenant will do to control risks, ensuring that there are no gaps left in the health and safety system.

Tenants must not obstruct any attempts by SAPML to communicate with them in relation to work health and safety and must respond to reasonable requests from SAPML to assist SAPML in meeting its health and safety duties and obligations.

14.8 RISK CONTROL MEASURES

SAPML is responsible for the management, maintenance, Site safety, compliance, development and redevelopment of the Site.

This brings a range of responsibilities and risks which SAPML must manage, including legal and statutory, common law and insurance obligations. These responsibilities promote a safe, secure working environment for all Market Users.

Risk management is important to SAPML. It is a requirement under law and an insurance compliance obligation. Market Users are responsible for managing risk within their Tenancy while SAPML is responsible for maintaining a safe working Site in what is a working environment.

The following process should be followed by all Market Users at the Site so that all risks associated with the Market Users' business at the Site can be identified and appropriately controlled.

14.8.1. IDENTIFY HAZARDS/MANAGE RISKS TO HEALTH AND SAFETY

Market Users must:

- (a) identify reasonably foreseeable hazards that could give rise to risks to health and safety;
- (b) eliminate risks to health and safety so far as reasonably practicable;
- (c) if it is not reasonably practicable for a Market User to eliminate risks to health and safety – minimise those risks so far as is reasonably practicable.

14.8.2. HIERARCHY OF RISK CONTROL MEASURES

In circumstances where it is not reasonably practicable for a Market User to eliminate risks to health and safety, a Market User is required to minimise those risks so far as is reasonably practicable by doing one or more of the following:

- (a) substituting (wholly or partly) the hazards giving rise to the risk with something that gives rise to a lesser risk;
- (b) isolating the hazard from any Person exposed to it; and
- (c) implementing engineering controls (i.e. physical controls such as barriers).

If a risk then remains, the Market User must minimise the remaining risk, so far as reasonably practicable, by implementing administrative controls. Administrative controls include work methods, processes or procedures put in place to minimise a risk. If the risk remains after implementing administrative controls, the Market User must minimise the remaining risk, so far as reasonably practicable, by ensuring the provision and use of suitable Personal Protective Equipment.

14.8.3. MAINTENANCE AND REVIEW OF RISK CONTROL MEASURES

A Market User must ensure that any risk control measure used to eliminate or minimise a risk to health and safety is and remains effective by ensuring it is:

- (a) fit for purpose;
- (b) suitable for the nature and duration of the work; and
- (c) installed, set up and used correctly.

A Market User must review and as necessary, revise risk control measures it has in place. In particular, Market Users must review and as necessary, revise a risk control measure:

- (a) if the risk control measure does not control the risk it was implemented to control so far as is reasonably practicable;

- (b) before a change at the Site that is likely to give rise to a new or different risk to health and safety that the measure may not effectively control. Which can include a change to the Site itself or any aspect of the work environment or a change to a system of work, a process or a procedure;
- (c) if a new relevant hazard or risk is identified; or
- (d) if SAPML or a health and safety representative of the Market User requests that the Market User conducts such a review.

14.8.4. INFORMATION, TRAINING AND INSTRUCTION

Market Users at the Site must ensure that information, training and instruction provided to Workers engaged by the Market User is suitable and adequate having regard to:

- (a) the nature of the work carried out by the Worker;
- (b) the nature of the risks associated with the work at the time the information, training or instruction is provided;
- (c) the risk control measures implemented.

Market Users must also ensure, so far as is reasonably practicable, that the information, training, and instructions are provided in a way that is readily understandable to the Worker.

14.9 ONSITE RESPONSIBILITIES

SAPML's Safety Management System is contained in the following documents:

- (a) These Regulations; and
- (b) any market memos on safety

For copies of these documents please contact SAPML's Operations Manager.

Market Users must ensure that Workers and any other Persons under their control or influence have access to and use PPE to minimise the risks to the Person's Health and Safety so far as is reasonably practicable.

Market Users at the Site must give SAPML all reasonable assistance to enforce compliance with the requirements of the SAPML's safety management system.

Sanctions (including fines, suspension or expulsion from the Site) to be determined at SAPML's discretion may apply where there is non-compliance with these requirements. Sanctions may also apply to Market Users who fail to assist SAPML in enforcing the rules.

14.10 HIGH VISIBILITY SAFETY GARMENTS (HVSG) AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Market Users entering the Site must, while in Common Areas and operating a Vehicle which is not enclosed:

- (a) wear a high visibility (day/night) safety vest that complies with Australian Standards 4602.1:2011, as amended or replaced from time to time;
- (b) wear low heeled or flat footwear, that completely covers the foot (enclosed shoes) including the upper foot and the heel; and
- (c) not wear open shoes, thongs or sandals.

14.10.1. EXEMPTIONS TO PPE AND HVSG RULES

- (a) Visitors to SAPML attending an Event may enter the Site without PPE and HVSG;
- (b) Visitors must go directly to the Event Site;
- (c) Visitors must not walk outside of the Event designated area until they are departing the Site.

Market Users are responsible for ensuring their Workers have access to the appropriate high visibility clothing. Any Person found not wearing a High Visibility Vest shall be subject to SAPML enforcement guidelines set out in Regulation 14.2.

Tenant Visitors and Contractors must be advised of the requirements to be issued a high visibility vest at the Gatehouse of the Site and before access to the Site is granted.

14.11 REPORTING INCIDENTS AND HAZARDS



All Market Users must take immediate and appropriate steps to assist SAPML management to investigate incidents to

assist SAPML to review risk control measures and determine what, if any, remedial action is necessary to ensure Health and Safety of all Persons at the Site so far as is reasonably practicable.

All Market Users are responsible for ensuring a safe working environment by making every effort to report all hazards, accidents incidents or near misses to the first available Market Official or Authorised Person.

14.12 HAZARDOUS CHEMICALS

In accordance with the WHS Regulations, a hazardous chemical means a substance, mixture or article that satisfies the criteria for a hazardous class in the Globally Harmonised System of Classification and Labelling of Chemicals and includes chemicals which have the potential to be generally harmful to those coming into contact with them. Duties and Obligations relating to Hazardous Chemicals:



- (a) No one is permitted to bring a hazardous chemical onto the Site if it does not have a Safety Data Sheet as required by the WHS Regulations or other such legislation as may be enacted from time to time.
- (b) No Person is permitted to transport, store or use a hazardous chemical at the Site, other than in accordance with the WHS Regulations and the precautions set out in the Safety Data Sheet in respect of that hazardous substance.
- (c) All Persons who bring onto the Site a hazardous chemical must report that fact to a Market Official.
- (d) LPG bottles at the Site must be transported, stored and used in compliance with AS 1596, and no LPG bottles are to be stored inside any premises at the Site which are either leased or licensed.
- (e) The handling, transport, storage and use of hazardous material shall be carried out in compliance with the following laws, regulations, codes of practice and Australian Safety Standards:



- i. WHS Act, Division 2 Primary Duty of Care Section 19.3.
 - ii. Work Health and Safety (Hazardous Chemicals) Regulations 2012, Chapter 7, Part 1.
 - iii. Code of Practice – How to Manage Work Health and Safety Risks June 2020.
 - iv. Code of Practice - Labelling of workplace hazardous chemicals.
 - v. Australian Standard 4332:2004 - The storage and handling of gases in cylinders.
 - vi. Australian Standard 1940:2004 - The storage and handling of flammable and combustible liquids.
 - vii. Australian Standard 3780:2008 - The storage and handling of corrosive substances.
 - viii. Australian Standard 1596 – Transportation, storage and use of LPG bottles.
- (f) A register of all dangerous goods shall be maintained in SAPML's Operations Office and at the Gatehouse. All Tenants must maintain responsibility for their own systems of control within their own premises. It remains the responsibility of the Tenants to ensure that appropriate engineering controls and/or PPE are available for use where the Safety Data Sheet deems it necessary.

14.13 EMERGENCIES AND THREATS TO HEALTH AND SAFETY

- (a) In the event of an emergency occurring on Site, every Person on Site must obey all lawful orders and directions given by a Market Official or any other Authorised Officer in respect of that emergency.
- (b) In the event that an issue posing a risk to health and safety is identified in respect of premises within the Site which are held on a Lease or a Licence, a Market Official may require that action be taken with respect to that issue in order to protect the health and safety of all Persons at the Site, and every Person will be required to follow all lawful directions given by the Market Official with respect to that issue in the protection of the health and safety of all Persons at the Site.

14.14 EMERGENCY PROCEDURES AND PLANNING

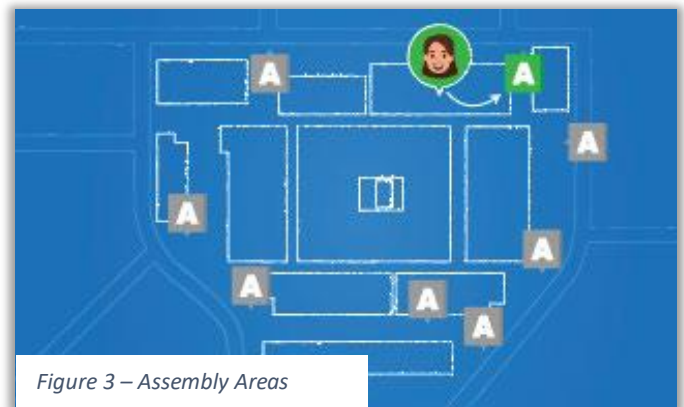
SAPML Emergency Response Procedures will be communicated to all Market Users and reviewed every 12 months. Emergency Response Procedures must also be reviewed after an emergency, exercise or any changes that may affect the Emergency Management Plan (e.g. changes to workplace layout).

SAPML encourages lessee's and licensee's to provide Wardens to participate in the Emergency Planning and Procedures.

14.15 EMERGENCY EVACUATION

Evacuation exercises will be periodically conducted. Immediately after an exercise is conducted, a debriefing shall occur with all relevant parties (i.e. Fire Wardens, First Aiders, WHS Representatives, Tenants and SAPML Managers/Supervisors), to ensure the emergency response procedures are satisfactory and any deficiencies are corrected. This will be documented and reviewed by SAPML's WHS Committee with all information communicated to SAPML staff and all Market Users.

In the event of an emergency, all Market Users must comply with the directions of any SAPML Authorised Officer and Emergency Services Personnel including any requirement to evacuate the area(s). Market Users must move to the nearest assembly point if required to do so as per below diagram:



14.16 PEAK MARKET TIMES

SAPML recognises that during peak market times (when Buyer entry occurs) safety risks at the Site are increased due to the volume of people and the urgency to have transactions conducted efficiently. All Persons at the Site at peak times are responsible for taking extra care to ensure their safety and the safety of others and that they continue to comply with these WHS Regulations.

14.17 PLANT AND EQUIPMENT

SAPML requires all Market Users with management or control of plant and equipment on the Site to comply with applicable safety laws, regulations, and codes of practice. This includes those Market Users and other Persons who bring plant and equipment onto the Site to manage risks to health and safety associated with plant and equipment and take reasonable steps to ensure the safe use, handling and storage of plant and equipment.

Any Person with management or control of plant and equipment at the Site must ensure the plant is maintained, inspected and cleaned according to the recommendations of the designer and manufacturer. Any Person with responsibility for the maintenance and repair of plant must ensure that such tasks are performed by Persons with relevant skills, training and expertise and where required, hold relevant licences or certificates evidencing such expertise.

14.18 HOUSEKEEPING

It is the responsibility of all Market Users to ensure appropriate standards of Housekeeping are maintained at all times. The standards of housekeeping are to assist to keep all areas of the Site free from risks to health and safety.

SAPML expects all Market Users to practice good housekeeping practices within leased and licensed areas as well as in the Common Areas.

Designated roadways and pedestrian walkways are to be kept clear at all times.

Market Officials shall occasionally carry out housekeeping inspections and audits in the Market's Common Areas.

14.19 SAFETY INSPECTIONS

SAPML shall undertake regular sitewide inspections to identify potential hazards and risks in line with our WHS Policy.

Market Users are obligated to report to a Market Official or Authorised Officer any potential risks or hazards.

The following procedure shall be carried out when conducting a safety inspection:

- (a) A formal and documented workplace safety inspection shall be conducted on the Site on a half yearly basis.
- (b) At the beginning of the year, the WHS Manager will draw up a schedule for the inspections, nominating the areas to be inspected, delegate who is to undertake the inspections and the date by which they are to be completed.
- (c) Safety issues identified during the inspection will be referred to the SAPML Safety Manager and CEO for correction.
- (d) Wherever possible, a member of the workforce in the area being inspected accompanies those conducting the safety inspection.

Where a legislated hazard is identified through the above inspection process, the assessment team, in consultation with the Tenant and the worker, shall assess the risk through the use of

the relevant assessment form. The risk assessment process should follow the steps detailed below:

- (a) Assess the identified hazard task/s by completing the fields in the relevant forms and by referring to the relevant Code of Practice or Advisory Standard.
- (b) Document the outcomes of the risk assessment on the relevant, dedicated risk assessment forms.
- (c) Identify appropriate control measures, based on the level of risk and according to the hierarchy of control.
- (d) Training, Safe Operating Procedures (or other administration controls) cannot be relied on to manage the risk without considering:
 - Modifying the workplace/workstation.
 - Modifying the task or system of work.
 - The use of mechanical devices.
 - Implement appropriate controls to minimise the risk.
 - Review the control measures implemented on a periodic basis, to ensure that they are working correctly.

SOUTH AUSTRALIAN PRODUCE MARKET

Traffic Management



15 TRAFFIC MANAGEMENT GUIDELINES

15.1 TRAFFIC MANAGEMENT PLAN

The following Traffic Management Guidelines detailed below are to be read in conjunction with the Market Rules within these Regulations. All Market Users who enter the Site must comply with these controls.

This is a direction to all Persons about Traffic Management on Site. The Traffic Management Plan will be amended from time to time by SAPML Management. All revisions will be made and an updated Traffic Management Guide will be circulated by notice to all Market Users by SAPML.

The Traffic Management Guide is designed to be reviewed on a regular basis in response to ongoing Site audits and recommendations from the Master Planning Committee (defined below).

Key objectives of the Traffic Management Guide are to set out SAPML's operating procedures and control measures to manage and regulate:

- Site traffic
- pedestrians
- heavy vehicles
- forklifts
- parking
- access

The Traffic Management Guide references traffic management reviews conducted by qualified traffic engineers in conjunction with the Master Planning Committee.

The Master Planning Committee consists of:

- Chief Executive Officer;
- Operations Manager;
- Senior Commercial Property Manager
- Property and Facilities Coordinator
- SAPML Board Directors

As there is an interaction between pedestrians and Vehicles/Forklifts on Site and as it is not reasonably practicable to remove either from traffic areas. SAPML has introduced measures to control the risks of Persons being injured due to the movement of vehicles and Forklifts on the Site.

SAPML have traffic controls in place within the common areas of the Market to separate pedestrians from Vehicles, including

Forklifts, so far as practicable which include pedestrian crossings and walkways.

Market Users must obey any reasonable direction for the safe and efficient regulation of traffic given to the Market User by a Market Official or an Authorised Officer and observe and comply with any Traffic Control Device contained on the Land.

Workplace activities such as loading, unloading, storage, stock retrieval and dispatching, may all involve traffic movement in addition to vehicles ingress and egress into the workplace throughout the hours of work.

Market Users are responsible for ensuring they understand the risks involved in working in a traffic activity environment and can identify related hazards in the workplace.

Penalties (including fines, suspension or expulsion from the Site) to be determined at SAPML's discretion may apply in the event of any non-compliance with 15.2 of these Traffic Management Guidelines. Penalties may also apply to Market Users who fail to assist SAPML in ensuring compliance with 15.2 of these Traffic Management Guidelines.

15.2 GUIDELINES

- (a) Persons at the Site must not:
 - i. drive any motor Vehicle in a dangerous or reckless manner or at a speed in excess of that permitted by signs; or
 - ii. disobey any traffic sign.
- (b) A Person in charge of a Vehicle at the Site must ensure that the Vehicle displays its registered plates.
- (c) A Person in charge of a Vehicle at the Site must provide satisfactory evidence that the vehicle is registered, immediately upon being requested to do so by a Market Official.
- (d) A Person operating or driving a Vehicle and any passenger in that Vehicle must wear the seatbelt properly adjusted and fastened..
- (e) Responsible Persons

SAPML has the following Responsible Persons authorised to direct and manage Market Users and manage pedestrian and vehicle traffic:

 - CEO
 - Operations Manager
 - Market Official(s)
 - Authorised Officer(s)
 - any other Person as nominated by SAPML.

15.3 TENANTS OF SAPML - TRAFFIC MANAGEMENT PLANS



In addition to the SAPML Traffic Management Plan, Tenants of SAPML should prepare their own internal traffic management plan to manage traffic inside their tenancy.

SAPML Tenants must comply with the requirements of SAPML's Traffic Management Plan and these Regulations. In the event of any inconsistency between a Tenant's Traffic Management Plan and SAPML's Traffic Management Plan, SAPML's Traffic Management Plan and these Regulations will prevail.

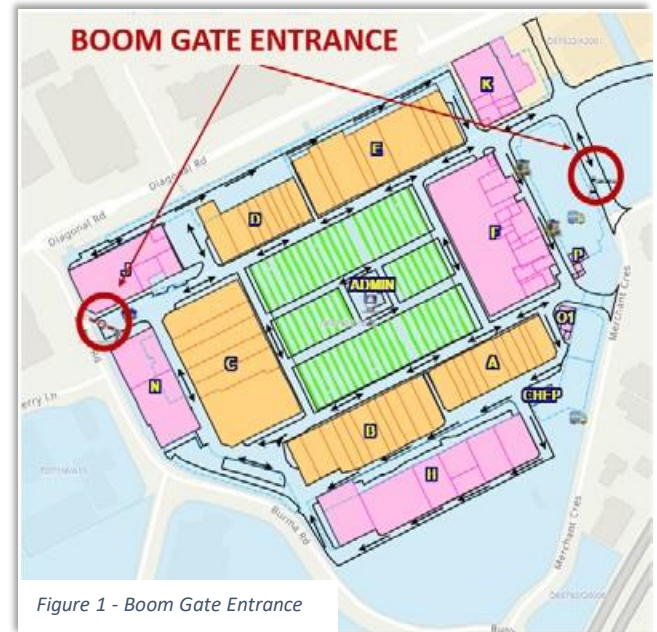


Figure 1 - Boom Gate Entrance

15.4 TRAFFIC MANAGEMENT MAPS

This Map shows:

- road throughout the Site
- locations of buildings
- parking areas
- pedestrian crossings
- walkways

Common Signs located around the Market

15.5 SITE VEHICLE ACCESS

There are two vehicle access boom-gate entrances into the Market which are shown on *Figure 1 - Boom Gate Entrance*

15.6 HEAVY VEHICLE AND UNLOADING SERVICE TRAFFIC CONTROLS

SAPML have implemented many safety initiatives to control and ensure safe vehicle operations around the Unloading Service for Heavy Vehicles.

On entry to the Market Site, a Market Official or an Authorised Officer will direct a Person to follow the blue line to the Unloading Service as seen on the *Figure 1 Traffic Flow Plan*

Produce is prohibited on the Market Floor prior to Movement of Produce time stipulated in the Schedule of Market Hours. This is to ensure a clear pathway to the Unloading Bays.

Heavy Vehicles are limited to a strict 20kmph speed limit whilst within the Market Site at all times.

Crowd control barriers are in place to surround the Unloading Service to ensure drivers and operators of the Unloading Service are not at risk from the Market activities whilst carrying out Unloading Procedures.

15.7 TRAFFIC CONTROLS

Market Users that enter the Market Site are to drive to their designated Leased or Licenced area in the shortest way possible, using the designated roadways, to minimise vehicle movement. All heavy vehicles with access control Must Use the Back entrance unless the shortest path to their destination is via the front gate.

All roadways are clearly line marked and follow South Australian Government regulations which are implemented on South Australian roads.

Market Users must not operate a Vehicle in any manner that would, if occurring on a road, contravene any legislation, including the Road Traffic Act 1961.

Market Users must drive their Vehicle on the left side of the roadway and give way to the right.

Market Users must, where a STOP sign is erected, ensure their Vehicle comes to a complete stop.

Market Users must, where a GIVE WAY sign is erected, ensure they give and stop if required, unless safe to proceed.

Market Users must adhere to the 20kmph speed limit whilst on the Market Site. SAPML have erected two Advance Warning Speed Alert devices at entrances before entering the common areas and Speed and Radar warning signs around the market.

Market Users when leaving Site, must take their Vehicle via the shortest distance, using the designated roadway, to an exit.



Figure 1 Traffic Flow Plan

SOUTH AUSTRALIAN PRODUCE MARKET

Market Rules



16 MARKET RULES

NO.	MARKET RULE – Site Access	SANCTION(S)
16.1	Only those Persons who hold a current Access ID are authorised to access the Market. Access ID are divided into different classifications. The CEO shall, from time to time, determine how many classifications there will be, and the description of each classification. The CEO shall also determine the annual fee or fees payable in respect of each classification. All Access ID issued to any person will not be valid for any period longer than a year.	
16.2	An Access ID will only be issued upon receipt by SAPML's CEO of an application in the prescribed format ("the Application Form"). Failure to complete all sections of the Application Form may result in the application for an Access ID being denied.	
16.3	Upon receipt of an Application Form the CEO may in his or her discretion issue an Access ID in respect of that classification which he or she determines to be the most appropriate or refuse to issue an Access ID.	
16.3a	In the event of an Access ID holder transferring employment to a new organisation, business or undertaking associated with the Market, a Transfer to New Employer Form must be completed and approved. Failure to complete all sections of the Transfer to New Employer Form may result in the cancellation of the Access ID and Non-refundable.	
16.4	Any Person aggrieved by a decision made by the CEO under Rule 16.3 may appeal that decision in writing to the Board. The decision of the Board shall be final and conclusive.	
16.5	A Person must not provide information in connection with an Application Form or a Transfer to New Employer Form which is false or misleading. Any false or misleading information ("a False Access ID") provided on an Application Form or a Transfer to New Employer Form may result in the cancellation of the Access ID and the imposition of a Sanction up to and including the Termination of the relevant Lease Agreement.	Ban of up to six (6) months; and/or Ejection; and/or Cancellation of Access ID; and/or Termination of Lease Agreement
16.6	If requested by SAPML, Applicants for and holders of Access ID must provide documentary evidence in support of their application and/or Transfer for, or continuing use of, Access ID. Documentary evidence may include the provision of 'employee records' as defined in SAPML's prescribed Application Form and Transfer to New Employer Form. Any failure or refusal by a Person to provide documentary evidence at the request of SAPML, including 'employee records', may result in access to the Market being denied and for existing Access/ ID holders, suspension or cancellation of Access ID. SAPML may review any Sanction imposed for a breach of this Market Rule 16.6 if and when the Person supplies the documentation requested to SAPML.	Ban; and/or Ejection; and/or Cancellation of Access ID Card; and/or Termination of Lease Agreement
16.6a	Any failure to comply with a requirement, term or condition of an Access/ ID Card Application Form or Transfer to New Employer Form may result in a Sanction imposed by the CEO in his or her discretion.	Ban; and/or Ejection; and/or Cancellation of Access ID; and/or Termination of Lease Agreement
16.7	A Person may appeal against the decision of the CEO to suspend or cancel the Person's Access ID to a Tribunal appointed under appeals 3.5 of the South Australian Produce Market Limited Regulations. The Access ID will remain cancelled until the outcome of the appeal.	\$500 per appeal
16.8	No Person shall enter the Market except: a. on the satisfactory completion of an SAPML or visitor Site induction; or b. on the satisfactory completion of an SAPML contractor Site induction; and c. upon production of a valid Access ID issued to that Person; and d. through an entrance gate erected for that purpose.	Ejection

NO.	MARKET RULE – Site Access	SANCTION(S)
16.8a	Access to the Market under this Rule 16.8a is subject to compliance with the: a. South Australian Produce Market Limited Regulations and Market Rules; Failure to comply with the South Australian Produce Market Regulations and Market Rules may result in a Sanction.	\$200.00; and/or Ban; and/or Ejection; and/or Cancellation of Access ID.
16.9	An approved Access ID shall be in the form as adopted from time to time by the CEO.	
16.10	A Market Official may cancel any Access ID which is held by a Person, in his or her capacity as a Lessee, Licensee or an employee of a Lessee or Licensee, and who cannot, to the satisfaction of that Market Official, establish that he or she is either a Lessee, a Licensee or an employee of a Lessee or Licensee, and upon the cancellation of the Access ID that Person may be ejected from the Land.	Cancellation of Access ID and Ejection, unless or until that Person can establish that he or she is either a Lessee, a Licensee or an employee of a Lessee or Licensee
16.10a	Upon being given notice of a Ban or Ejection, the Person(s) subject to the Ban or Ejection must surrender possession of their Access ID to SAPML until such time that the period of time specified in the Expiation Notice has elapsed. Failure by a Person to surrender possession of their Access ID to SAPML may result in the cancellation of the Access ID. Reinstatement of an access ID card will be at the full cost of replacement.	Cancellation of Access ID
16.11	A Person who enters the Market must at any time while in the Market, upon reasonable request by a Market Official, produce the Person's Access ID. Any failure or refusal to produce an Access ID may result in the Person being directed by a Market Official to leave the Market land immediately.	Ejection
16.12	Each Access ID applies only to the Person listed on the corresponding Application Form or Transfer to New Employer Form applying to that Access ID. A Person must not transfer or assign his or her Access ID or otherwise allow another Person to use his or her Access ID to gain access to the Market or for any reason. If it is found that a Person has transferred, assigned, or otherwise allowed another Person to use his or her Access ID, that Person will be issued with a Sanction. Further, if it is found that a Lessee or Licensee knew or ought reasonably to have known of a Person transferring, assigning, or otherwise allowing another person to use his or her Access ID for the purpose of performing work for the Lessee or Licensee, the Lessee or Licensee will be issued with a Sanction up to and including the Termination of the Lease or Licence.	\$200.00 for the Person transferring or assigning his or her Access ID; and/or \$800.00 for the Lessee/Licensee who knew or ought reasonably to have known of the breach; and/or Ban; and/or Ejection; and/or Cancellation of Access ID; and/or Termination of Lease
16.13	An Access ID holder who is a Lessee/Licensee Employee and subsequently ceases to be a Lessee/ Licensee Employee must immediately inform SAPML administration of the cessation of their employment so that SAPML can cancel the Access ID. Failure of a Lessee /Licensee Employee to notify SAPML of the cessation of their employment with the Lessee/ Licensee will result in a Sanction.	\$500.00
16.13a	An Access ID card holder who invites any person into the Market, including a Visitor and or Contractor must ensure, as far as reasonably practicable to take steps to ensure the health and safety of those person(s) whilst on site and under their direction or control. Visitor or Contractor must be directed to comply to all regulations and Rules here within and be supervised until the person has exited the site. The person, Visitors and or Contractors shall only perform duties as permitted by these Regulations and are not permitted to solicit (directly or indirectly and for themselves or anyone else) whilst on site.	Banning and or suspension/ Sanction up to \$2,000 for the Licensee or lessee.

NO.	MARKET RULE – Schedule of Market Hours	SANCTION(S)
16.14	The Schedule of Market Hours must be read in conjunction with the South Australian Produce Market Limited Regulations and Market Rules.	
16.15	The Schedule of Market Hours is published: a. as an insert to the Australian Produce Market Limited Regulations and Market Rules; b. on the SAPML website; c. posted on SAPML Notice Boards; and d. is available on request from SAPML offices.	
16.16	No Person may engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours.	First offence: \$500; Second offence: \$1,000; Any further or subsequent offences:

NO.	MARKET RULE – Schedule of Market Hours	SANCTION(S)
		\$2,000 and/or Ejection
16.17	No Person may coerce another person to engage in Movement of Produce outside of the hours designated for Movement of Produce in the Schedule of Market Hours.	First offence: \$1,000 Second offence: \$1,500 Any further or subsequent offences: \$2,000 and/or Ejection
16.18	No Person may receive Produce outside of the hours designated for Movement of Produce or In-Bound Deliveries as set out in the Schedule of Market Hours.	First offence: \$500 Second offence: \$1,000 Any further or subsequent offences: \$2,000 and/or Ejection
16.19	The CEO or their delegate may grant an exemption from the exit time shown in the Schedule of Market Hours in their absolute discretion and on any conditions as the CEO may determine. There is no obligation on the CEO to either grant an exemption or provide reasons for its refusal. Exemption will apply for so long as is deemed appropriate by the CEO and may be withdrawn at any time by the CEO giving 14 days' notice, unless circumstances dictate the approval be withdrawn sooner. Persons wishing to apply for an exemption must do so in writing, setting out their reasons for the request with sufficient evidence in support.	

NO.	MARKET RULE – Trading Produce	SANCTION(S)
16.20	All Persons who deliver any Goods into the Market must, if requested by a Market Official to do so, provide the following information: a. the name and address of the consignor; b. the name and address of the consignee; c. the type, origin and quantity of the Produce; and d. any other information (or evidence, including being shown Goods) at any time requested by the Market Official, and must make available to that Market Official any manifest or other document which would disclose any or all of the information set out above	Ban and/or Ejection
16.21	A Person must not receive Goods which are consigned to another person	\$1,000 and/or Ejection
16.22	No Person shall engage in any activity in the Market which is not, in respect of that Person, a Permitted Use	First offence: \$500; Any further or subsequent offences: \$1,000 and/or Ejection
16.23	No Person shall knowingly aid, abet, or otherwise assist a Person (the "Principal") in engaging in an activity which, in respect to that Principal, is not a Permitted Use.	First offence: \$500; Any further or subsequent offences: \$1,000 and/or Ejection
16.24	No Person shall attempt to engage in an activity in the Market which is not, in respect of that Person, a Permitted Use.	First offence: \$500; Any further or subsequent offences: \$1,000 and/or Ejection
16.25	No Person shall knowingly aid another Person in attempting to engage in an activity in the Market, which is not, in respect of that Person, a Permitted Use.	First offence: \$500; Any further or subsequent offences: \$1,000 and/or Ejection
16.26	A Person who is delivering to the Market, Multiple Consignments must deliver all of those consignments to the Unloader of Multiple Consignments. A Market Official may require the production from a Transporter of that Transporter's manifest, which manifest will be prima facie evidence of the Person or Persons to whom the Transporter intends to deliver his or her load.	Ejection

NO.	MARKET RULE - Conduct	SANCTION(S)
16.27	A Person must not, while in the Market, steal or wilfully damage or destroy any property belonging to SAPML or any other Person	Ejection, Ban and/or refer to SAPOL
16.28	A Person must not, while in the Market, obstruct or interfere with or use fire hoses, fire sprinklers, alarms and other security or emergency services and equipment other than for the purpose for which those devices were designed.	\$3,000 and/or cost of repairs
16.29	No Person must within the Market address comments to any other Person which are discriminatory or which amount to harassment by reference to that Person's age, race, sexuality, nationality, gender, pregnancy or marital status, or by reference to that Person's religious or political beliefs.	Ban; and/or Ejection
16.30	Without restricting a Person's ability to lawfully move from any one point within the Market to any other point within the Market, whilst in any Common Area of the Market all Persons must obey all lawful directions given by a Market Official.	Ejection
16.31	A Person must not bring or allow any animal to be brought into the Market, except as expressly permitted by law.	Ejection
16.32	A Person must not assault any other Person.	Ban, Ejection and/or refer to SA Police
16.33	A Person must not behave in a riotous, dangerous, disorderly, indecent or offensive manner or engage in serious verbal abuse while on the Land. This includes whilst intoxicated or under the influence of Illegal Drugs.	Ejection, Ban and/or refer to SA Police
16.34	All Persons must comply with Market Rule 7 the Drug and Alcohol policy contained within the South Australian Produce Market Limited Regulations.	Ejection and/or Ban

NO.	MARKET RULE – Use of store, Stands and Premises	SANCTION(S)
16.35	A Person who occupies a store, stand or premises as a Lessee or Licensee must contain their business activity within the boundaries of the tenanted or licensed area.	\$500
16.36	Each Lessee or Licensee must maintain their store, stand, premises and surrounding area in a clean manner, free of rubbish and debris.	\$1,000
16.37	No Person may wash the cement or bituminized floor of a leased, licensed or Common Area with water and allow that water to enter the storm water system.	\$1,000
16.38	Every Wholesaler must clean the area to the rear of the wholesaler's store at the conclusion of trading.	\$500
16.39	No smoking is permitted: <ul style="list-style-type: none"> a. inside or under any building or structure on the Land; b. adjacent to intakes or areas where natural ventilation take smoke into buildings; c. in any areas where waste or rubbish is collected; d. in any storage areas; e. in any areas where flammable liquid is stored or handled; f. in any other special hazardous areas, e.g. LPG bottle storage; g. in any areas where discarded butts may be washed or swept into drains or gutters; or h. in any area where food (including Produce) is ordinarily stored. 	\$500

NO.	MARKET RULE - Vehicle	SANCTION(S)
16.40	A Person must not operate a Vehicle in a manner that would, if occurring on a road, contravene: a. any of the provisions of the South Australian Produce Market Limited Regulations; or b. any of the provisions of the Road Traffic Act 1961 or the regulations made thereunder ("RTA"); or c. any of the provisions of the Motor Vehicle Act 1959 or the Regulations made thereunder ("MVA"); or d. any of the provisions of the Australian Road Rules; or e. any similar legislative acts, regulations or rules governing the use or operations of a Motor Vehicle.	\$400
16.41	All Vehicles operated or driven on the Land must be registered and insured pursuant to the MVA. If evidence of registration is requested by a Market Official such evidence must be provided within 24 hours of request.	Ejection of Vehicle and/or \$500
16.42	Each Person operating or driving a Vehicle on the Land must hold a valid Vehicle licence and any other required licences or permits to operate that Vehicle.	\$100 and Ban from driving on the Land until production of appropriate licence.
16.43	The owner, driver or Person in control of a Vehicle must provide to a Market Official upon request the driver's licence and all other licences, registrations or permits required by law to drive or operate the Vehicle (including an Access/ID Card).	\$100; and/or Ban from driving on the Land until such time that the Licence is produced to SAPML; and/or Ejection
16.44	The owner, driver, or person in control of a Vehicle must provide to a Market Official upon request full information as to the nature and origin of the Goods being transported.	Ejection
16.45	The owner, driver, or Person in control of a Vehicle must provide to a Market Official upon request full information as to name and address of the owner of the Vehicle.	Ejection
16.46	A Market Official may require a driver, operator, or Person in charge of a Vehicle to cease driving or operating the Vehicle if the Person fails or refuses: a. to state the Person's name and address and that of the owner of the Vehicle; and b. to produce the Person's driver's license and all other licenses or permits required by law to drive or operate the Vehicle.	\$100; and/or Ban from driving on the Land until production of requested information
16.47	A Person must not drive or operate a Vehicle on the Land or effect an emergency repair without taking adequate precautions to prevent waste, oil or grease from dropping upon the Land.	\$200 and all costs incurred in clean-up of spillage.
16.48	The owner, driver or Person in control of a Vehicle must use an appropriate method to restrain the load on the Vehicle using the National Transport Commission Load Restraint Guide as a minimum requirement to load and must be secured so that it is unlikely to fall or be dislodged from the Vehicle. Heavy Vehicle must comply with section 7 Loading requirements and loading performance standards of the Heavy Vehicle National Regulation.	\$1,000
16.49	The owner, driver or Person in control of a Vehicle must permit a Market Official to inspect and examine the Vehicle and any Goods on or in the Vehicle.	Ejection
16.50	A Person must not operate or drive a Vehicle on the Land without due care or attention or without reasonable consideration for other Persons using the Land.	\$1,000; and/or Ejection; and/or Ban
16.51	A Person must not operate or drive a Vehicle unless the driver has proper control of the Vehicle.	\$500; and/or Ejection and/or Ban
16.52	A Person must not operate or drive a Vehicle on the Land recklessly or in a manner which is dangerous to other Persons using the Land.	\$1000, Ejection and/or Ban
16.53	A Person must not: a. operate or drive a Vehicle; or b. attempt to put a Vehicle in motion, whilst so much under the influence of intoxicating liquor or a drug as to be incapable of exercising effective control of the Vehicle. For the purposes of this Rule, a Person is incapable of exercising effective control of a Vehicle if, owing to the influence of intoxicating liquor or a drug (being a substance declared by the RTA to be a prescribed drug or Drug as defined in the definitions of these Regulations), the use of any mental or physical faculty of that Person is lost or appreciably impaired in the opinion of a Market Official.	Ejection and/or Ban

NO.	MARKET RULE - Vehicle	SANCTION(S)
16.54	For all Vehicles other than a Forklift or Heavy Vehicle, a Person must not: a. operate or drive a Vehicle; or b. attempt to put a Vehicle in motion, whilst there being in his or her blood a concentration of 0.05 grams or more of alcohol in 100 millilitres of blood or with a saliva concentration of any drug (a substance declared by the RTA to be a prescribed drug or Drug as defined in the South Australian Produce Market Limited Regulations) that exceeds a relevant target concentration level as set out in the South Australian Produce Market Limited Regulations.	Ejection and/or Ban
16.55	A Person must not operate or drive a Forklift or Heavy Vehicle with a blood alcohol content of more than 0.00 grams per millilitre of blood, or with a saliva concentration of any drug (being a substance declared by the RTA to be a prescribed drug or Drug as defined in the South Australian Produce Market Limited Regulations) that exceeds a relevant target concentration level as set out in the South Australian Produce Market Limited Regulations.	Ejection and/or Ban
16.56	A Person operating or driving a Vehicle must submit to a random drug or alcohol test if required by a Market Official and the Market Official may direct a person driving a Vehicle to stop the Vehicle and may give other reasonable directions for the purpose of making a requirement under this Rule	Ejection and/or Ban
16.57	A Person operating or driving a Vehicle must not use a mobile phone while the Vehicle is moving.	\$200
16.58	A Person must obey any reasonable direction for the safe and efficient regulation of traffic given to the Person by a Market Official and observe and comply with any Traffic Control Device contained on the Land.	\$500
16.59	A Person operating or driving a Vehicle must not drive at a speed over the speed-limit posted on the Land.	\$400
16.60	A Person operating or driving a Vehicle and any passenger in that Vehicle must wear the seatbelt properly adjusted and fastened.	\$200
16.61	A Person must not travel in or on any part of a Vehicle: a. that is not designed primarily for the carriage of passengers or goods; and b. if designed primarily for the carriage of goods unless the part is enclosed and the Person occupies a seating position that is suitable for the size and weight of the Person and is fitted with a seatbelt	\$500
16.62	A Person must not drive or operate a Vehicle at Night unless the headlights, tail lights, number plate light and any other warning lights fitted to the Vehicle are operating effectively and are clearly visible.	\$200

NO.	MARKET RULE – Other Vehicle Rules	SANCTION(S)
16.63	All Persons must comply with any additional vehicular and traffic rules contained in the South Australian Produce Market Limited Regulations.	\$500

NO.	MARKET RULE – Buyers Vehicle	SANCTION(S)
16.64	A Buyer's Vehicle must be parked only in its designated area at all times during the permitted Market Hours as prescribed in the Schedule of Market Hours to these South Australian Produce Market Limited Regulations and Market Rules This Rule applies to all Vehicles (including forklifts and any other items in the designated area) of or under the control of all Buyers, irrespective of whether the owner of the Vehicle is also a Wholesaler, Grower, Grower Agent or another type of trader at the Market.	Removal of items and/or \$500
16.65	A Buyer parking his or her Vehicle(s) on the Land must apply for, and be granted by SAPML, a Parking Permit for that purpose. Granting of a Parking Permit is at the absolute discretion of the CEO.	\$200 per 24-hour period in breach; and/or Ejection

NO.	MARKET RULE - Parking	SANCTION(S)
16.66	No Person shall park a Vehicle(s) on the Land unless that Person has a current Parking Permit as per 5.4 Parking Rules of the Regulations or Buyer Licence Agreement.	\$200.00; and/or Ejection
16.67	No Person shall park a Vehicle in a parking bay other than wholly within the relevant bay (namely, within the marked lines).	\$150
16.68	A Person parking his or her Vehicle for periods in excess of one day in an area designated for parking, must apply for a Parking Permit with SAPML.	\$200 and Ban from parking on the Land until appropriate arrangements agreed.
16.69	A Vehicle must only be parked in areas designated for that purpose and moved at any time on the direction of a Market Official.	\$150
16.70	<p>The owner, driver, or Person in control of a Vehicle within the Market authorises and consents to SAPML dealing with any Vehicle or any other goods parked or left on the Land in a manner contrary to these Market Rules (by whatever lawful means available to SAPML at the time, including but not limited to organising for the Vehicle or parked goods to be towed away). The owner, driver or Person indemnifies and holds harmless SAPML in respect of any claim for damages and/or costs resulting from SAPML's dealing with the Vehicle or other goods under this Rule.</p> <p>In the event that SAPML does not elect to deal with (including move) any Vehicle or parked goods on the Land, SAPML will charge the owner, driver or Person in control of the Vehicle or parked goods a rate of \$200.00 per day that the Vehicle or parked goods are parked or left on the Land in a manner contrary to these Market Rules.</p>	Costs incurred for dealing with the Vehicle and/or parked goods (including towing and subsequent storage costs); and/or [\$200.00per day for storage on the Land.

NO.	MARKET RULE – Bins. Pallets and Waste	SANCTION(S)
16.71	No Person shall bring rubbish or waste of any nature onto the Land.	The greater of \$800 or the cost of removing the rubbish.
16.72	No Person shall deposit or dispose of rubbish or waste in any area of the Market or the Land other than in a bin or other receptacle provided for that purpose.	The greater of \$500 or the cost of removing the rubbish
16.73	A Person must not display, place, or leave any bins or pallets on any pedestrian walkway, road or carriageway, or any aisles in the Growers Pavilion or in any other Common Area.	\$250

NO.	MARKET RULE- Incidents and hazards	SANCTION(S)
16.74	All Persons must always comply with any terms, conditions and obligations expressed in the Regulations issued by SAPML from time to time whilst on the Land.	From \$2,000 and / or Ban and / or Ejection and / or cancellation of Access/ID Card.

NO.	MARKET RULE - Other	SANCTION(S)
16.75	Unaccompanied children are not permitted onto the Land.	Ejection
16.76	Any children brought onto the Land must be accompanied and always supervised by a Person over 18 years of age who holds a current Access ID.	Ejection
16.77	Any Person supervising and accompanying a child or children must ensure that other users of the Site are not inconvenienced by the child or children's presence.	\$500
16.78	<p>Children are prohibited from entering onto:</p> <ol style="list-style-type: none"> the Common Areas (roadways, parking areas) except when transiting to and from a Lessee or Licensee's leased or Licensed premises; and/or any area on the Land where Vehicles (including Forklifts) operate; and/or any area on the Land where there is a reasonably foreseeable risk of injury associated with the operations or activities being carried out in the area. 	Ejection from the area so designated

NO.	MARKET RULE – Additional Rules Relating to Pandemics and State Emergencies	SANCTION(S)
16.79	<p>SAPML reserves the right to amend the operation of the Regulations to impose any additional rules, requirements, and restrictions in line with, or in addition to, any relevant government direction and/or public health order applying during a pandemic, state emergency or outbreak, in order to minimise or reasonably prevent the risk to health and safety of all Persons using or connected with the Market and/or the Land.</p> <p>Failure by a Person to comply with any applicable restrictions and/or rules imposed during a pandemic, state emergency or outbreak (whether issued by the government or SAPML) will result in a Sanction.</p>	First offence: \$1,000; and Second offence: Ban.

No.	Market Rule – Residual Sanction	SANCTION(S)
16.80	Where a breach of a requirement or obligation set out in these Regulations does not attract a Sanction which is specified elsewhere in these Market Rules, the Sanction shall be:	First offence: \$500 Any further or subsequent offences: \$1,000
16.81	Subject to Rule 16.86 where a breach of any Market Rule does not attract a Sanction which is specified elsewhere in these Market Rules, the Sanction shall be:	First offence: \$500 Any further or subsequent offences: \$1,000

NO.	MARKET RULE – Enforcement of Rules	SANCTION(S)
16.82	Where in these Market Rules the word “Sanction” appears at the end of the Market Rules then the amount appearing along-side that rule will be the maximum amount which can be imposed for a breach of the rule and where the word “Ban” or “Ejection” appears at the end of the rule then that will be a reference to the power of a Market Official to refuse entry to the Land or require a Person to leave the Land in respect of a breach of that rule. Where the word “Termination of Lease” appears at the end of the rule then that will be a reference to the power of the Board to terminate the tenant’s Lease Agreement for the Premises.	

NO.	MARKET RULE – Cancellation of Access ID	SANCTION(S)
16.83	The CEO, or a Person to whom the CEO has delegated, in writing, the powers exercisable by the CEO under these Market Rules, may cancel a Person’s Access ID, if he or she forms the opinion that that Person has committed any breach of the Market Rules or continuous safety breaches that puts themselves or others at risk or harm.	
16.84	In the event that the CEO or a delegate thereof cancels a Person’s Access ID under rule 16.87 and that Person wishes to invoke the dispute resolution procedures set out in the Regulations then the CEO or delegate must ensure that those procedures are invoked as soon as is reasonably practicable, and there must be no unreasonable delay.	
16.85	In the event that a Person wishes to invoke the dispute resolution procedures set out in the Regulations, the Sanction imposed on that Person will apply until such time that it is overturned for whatever reason in the course of the dispute resolution procedure.	

NO.	MARKET RULE – Benefits of Sanctions	SANCTION(S)
16.86	<p>SAPML will not keep or retain the ultimate benefit of any sanction paid by any Person to SAPML under the Market Rules.</p> <p>In imposing and administering the Sanctions set out in the Market Rules, the overriding principles of SAPML are that:</p> <ol style="list-style-type: none"> the Sanctions are for the better management of, and the safe and orderly conduct of, operations at the Market generally in the collective interest of all users of the Market; and the amount of the Sanctions paid should be reimbursed to the business conducted at and Persons using the Market (such as by way of a reduction in the outgoings of the Market, otherwise payable) and not kept by SAPML. 	

17 APPENDICES

APPENDIX A – SCHEDULE OF MARKET HOURS as listed on the website at www.saproducemarket.com.au

APPENDIX B – FORKLIFT DAILY SAFETY CHECKLIST EXAMPLE

FORKLIFT DAILY SAFETY CHECKLIST			
Name:		Today's Date:	
1. TYRES		OK	FIX
• Are the tyres cut, damaged or worn out?			
• Are the tyres inflated correctly?			
2. MAST		OK	FIX
• Is the mast still straight?			
• Are all the rollers on the mast still in place and turning?			
• Are the chains in good order and correctly adjusted?			
• Is the carriage damaged?			
• Is the backrest still in place?			
• Are the hydraulic cylinders, lift and tilt, leaking?			
• Are the tynes (forks) worn, cracked or bent?			
• Are the tynes properly attached to the carriage?			
3. SEATING		OK	FIX
• Is the seat (or seats) broken or worn out?			
• Is the seat (or seats) firmly attached?			
• Are seatbelts fitted?			
4. CONTROLS		OK	FIX
• Are the controls clearly marked?			
• Do the controls work properly?			
5. WARNING DEVICES		OK	FIX
• Is the horn working?			
• Is the flashing light working?			
• Are the brake and turning lights (if fitted) working?			
6. HYDRAULIC FLUIDS		OK	FIX
• Are the hydraulic fluid levels adequate?			
7. CAPACITY		OK	FIX
• Is a load plate to the manufacturer's specifications fitted?			
(Do not use the forklift until this load plate is fitted)			
8. BRAKES		OK	FIX
• Are both hand and foot brakes working properly?			
9. STEERING		OK	FIX
• Is the steering wheel moving smoothly? There should be no "slack" or "play" in the steering wheel (that is there should be no free movement in the steering wheel before the wheels start to turn).			
DON'T DRIVE A FAULTY FORKLIFT A LIFE COULD DEPEND UPON IT			

APPENDIX C - PLACING AND SECURING LOADS

SAPML recognises that people do not secure their loads from time to time due to travelling short distances, however SAPML requires that all loads are to be secured at all times, no matter the distance to be travelled.

Loading Obligations

- not be placed in a way that makes the vehicle unstable or unsafe
- be secured so it is unlikely to fall or be dislodged
- be restrained using an appropriate restraint method
- be placed, secured or restrained in a way that meets the loading performance standards as listed in [Schedule 7 of the Heavy Vehicle \(Mass, Dimension and Loading\) National Regulation](#).

Trailers

- A trailer in a combination must be securely coupled to the vehicle in front of it.
- The components of a coupling used between vehicles must be compatible and properly connected to each.

Privacy

WHSPR77



Important Note

A business that can be defined as an organisation, which consists of an individual, a company, a partnership, a trust, an incorporated association or any other unincorporated association, will be required to comply with the Privacy Act 1988.

The Privacy Act 1988 exempts:

- employee records;
- related companies;
- individuals in a non-business capacity;
- registered political parties;
- acts and practices of media organisations carried out in the course of journalism;
- a small business with a \$3 million turnover (or less), unless it:
 - provides a health service;
 - sells personal information;
 - purchases personal information;
 - is related to a business that is not a small business;
 - is an operator of a residential tenancy database;
 - is a reporting entity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006; or
 - contracts as a service provider to the Commonwealth.

Policy

The Privacy Act 1988 provides extensive regulations about the collection, storage and use of information relating to individuals. It also contains some specific exemptions for organisations that have a need to collect, store and use information about individuals, one of which is to exempt the “acts and practices of employers in relation to employee records”.

To be exempt, an act or practice relating to the employee record must be directly related to the employment relationship. This means that acts or practices of an employer that are outside the scope of the employment relationship are not exempt.

For example, South Australian Produce Market Limited (SAPML) could not sell details of employees to another organisation.

The act or practice must also be directly related to a current or former employment relationship.

This does not cover future employment relationships. This means that personal information collected from prospective employees who are subsequently not employed, such as unsuccessful job applicants will not be covered by the employee records exemption.

Once an employment relationship is formed with an individual, the records SAPML holds relating to that individual's preemployment checks then become exempt.

SAPML is also covered by the 13 Australian Privacy Principles, as set out in the legislation, which cover all aspects of dealing with personal and sensitive information, not only those relating to employees.

SAPML recognises the importance of protecting personal information, which it may be required to collect from individuals who become associated with its business. The purpose of this Privacy Policy is to ensure that any individual who provides information to SAPML is protected according to the requirements of the Privacy Act 1988.

For the purpose of this Privacy Policy, information is described as:

- personal information means information relating to an individual, including an opinion, which may be provided to;
- SAPML as part of its marketing and associated business activity either in material form or not, and whether true or not. Such information may personally identify an individual or make the person's identity reasonably apparent.
- sensitive information means information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual practices, criminal record or health information.

SAPML takes its obligations under the Privacy Act 1988 seriously, and as such, will take all reasonable steps in order to comply with the Act and protect the privacy of personal information that it holds.

Procedure

I. Collection and Use of Information

SAPML may require the collection of personal information from individuals to enable it to provide marketing and other business support. The reasons for the collection of personal

information include, but are not limited to, business development and promotion, work health and safety and taxation and other legal requirements.

SAPML may collect and hold personal information, such as, but not limited to, names of employees and proprietors of organisations, addresses, telephone numbers, facsimile numbers, email addresses, titles and professional affiliations.

These details are collected for the purpose of providing SAPML services to customers and clients, and the selling and marketing of its products and extended range of services. SAPML may also use such information to apply customer or member satisfaction surveys and events, such as loyalty programs. SAPML will not disclose this information to any other organisation, nor will it send any information overseas for any purpose whatsoever.

If sensitive information is collected by SAPML, it will not be used for any purpose without the express permission of the individual. The collection use and disclosure of information will be in accordance with SAPML collection statement.

2. Storage, Access and Retention of Personal Information

All personal information collected by SAPML will be retained as part of a database, which will be securely monitored and maintained by SAPML.

The data will not be made available to a third party, unless it is legally required and verified, without the authority of the individual who provided the personal information.

SAPML will make available for inspection all personal information, based on the information supplied by the individual, that it holds in relation to an individual, provided reasonable notice is given.

If any part of the personal information that the individual inspects is determined to be incorrect and requires alteration, then SAPML will make such alteration in compliance with the corrected advice provided by the individual.

SAPML will take all reasonable steps to protect the security of the personal information that it holds. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.

Where information held by SAPML is no longer required to be held, and the retention is not required by law, then SAPML will destroy such personal information by secure means.

3. Compliance

If an individual has any concerns regarding the privacy of personal information, then the individual may make a complaint to the Chief Executive Officer who will then endeavour to resolve the complaint.

4. Sources of Information

Where possible, SAPML will collect the information directly from individuals, customers and clients. In some instances, SAPML may collect personal information from press reports or published mediums and, in this case, it will endeavour to verify such details with the person concerned.

SAPML acknowledges that there is no obligation for an individual to provide personal information. However, if an individual chooses not to provide SAPML with personal details, it may not be able to provide the individual with a full range of services or may reduce the ability of directly servicing the individual's organisation.

5 Collection Statement

Purpose of the Collection

SAPML may require the collection of personal information to satisfy the needs of the organisation. The reasons for the collection of personal information include, but are not limited to, business development and promotion, work health and safety and taxation and other legal requirements.

The personal information may be required for the purpose of:

- giving the information which, a member or customer is entitled to;
- supplying to, and administering, the products and services the member or customer requires;
- SAPML may also collect the information for the provision of marketing, unless a specific request in writing is provided, detailing what is not required.

SAPML may need to give personal information to other organisations to comply with its legal obligations, such as auditors, legal advisers and the Australian Taxation Office (or any other relevant organisations).

6. Disclosure to an Organisation

SAPML may disclose personal information, for the purposes set out above, to any of its subsidiaries, branches, franchises or legally related companies, agents, dealers or contractors. Disclosure to external parties or entities will not occur without the individual's consent except where disclosure is required by law. SAPML is unlikely to be required to disclose personal information to overseas recipients.

SAPML acknowledges that there is no obligation for an individual to provide it with personal information. However, if an individual chooses not to provide SAPML with personal details, it may not be able to provide the individual with a full range of services or may reduce the ability of directly servicing the individual's organisation.


7. Access Rights and Contact Details

The Privacy Act 1988 provides the right to access personal information held by SAPML. If the information is inaccurate, a request can be made to correct it.

SAPML reserves the right to charge a nominal fee if required for the retrieval of information requested.

Further information can be obtained by contacting the Financial Controller. A copy of the Australian Privacy Principles can be accessed at <https://www.oaic.gov.au/privacy/australian-privacy-principles/>.

NAME OF POLICY	Privacy
POLICY OWNER:	Chief Executive Officer
FIRST ISSUED:	December 2015
DOCUMENT CHANGE CONTROL:	Version 1: April 2016; Version 2 – March 2020;
REVIEW DATE:	February 2022

SIGNED:	
POSITION	CHIEF EXECUTIVE OFFICER
SIGNED	
POSITION:	On behalf of SAPML BOARD
DATE:	

REFERENCES:	
APPLICABLE LEGISLATION	
RELEVANT FORMS	

