



ADELAIDE™
**PRODUCE
MARKET**

OPERATING ARTICLES and MARKET RULES

as at 1 October 2007



APML Operating Articles and Market Rules

Why the need for Operating Articles?

Adelaide Produce Market Ltd (APML) owns 22 hectares of land at Pooraka in which it undertakes the primary business of operating South Australia's wholesale fruit and vegetable market. The Company holds some 70 Leases primarily with Sellers of fresh produce, while others are support businesses to the industry.

In addition to the many tenants on site, a large number of Buyers attend the Market every business day. Between the hours of midnight and 7.00am each working day approximately 1,000 people pass through the gates. Likewise, a vast quantity of produce enters or leaves the premises every working day. There are some 16 buildings or other structures on the land to accommodate the people and produce which come onto the land. When the Market is in full swing the level and complexity of activity is equivalent to that of a medium sized town.

As APML owns the land it has a responsibility, both legal and moral, to ensure that the activities which take place on its land:

- are lawful;
- minimise the risks of death or injury to the people who come onto its land;
- do not endanger buildings or property situated on the land; and
- maximize the scope and efficiency of the trading and commercial activities which take place on its land.

To do this, APML must make **Rules**. Given the level, complexity and specialised nature of APML's activities there is a need to have a system of governance in place. To that end the Company has adopted a set of **Operating Articles**.

The Operating Articles explain

- who makes the rules and why
- how the rules are enforced
- who will enforce the rules
- what procedures are in place to ensure that the rules are enforced fairly
- what limitations are placed on the powers of those who make the rules

All contracts made between APML and people who come onto its land in whatever capacity, are subject to these Operating Articles.

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Operating Articles.

The Regulation of All the Activities Occurring on the Land:

1. For the purposes of these Operating Articles the following words and expressions have the meaning set out below:
 - 1.1 APML means the Adelaide Produce Market Ltd.
 - 1.2 Board means the Board of Directors of APML.
 - 1.3 Chief Executive Officer means the chief executive officer of APML.
 - 1.4 APML Employee means each and every employee or contractor engaged by APML
 - 1.5 Market Official means the CEO or an APML Employee (includes contract security personnel)
 - 1.6 Operating Articles means the numbered Operating Articles appearing herein, and known as the Adelaide Produce Market's Operating Articles.
 - 1.7 Land means the land on which the Adelaide Produce Market is situated and which is more particularly described in Certificate of Title Volume 5938 Folio 181
 - 1.8 Market Rules means the market rules currently in force and any addition, variation or amendment to those rules which is made in the exercise of the power to do so as set out under these Operating Articles.
 - 1.9 Members of the Tribunal means the members appointed by the Chief Executive Officer under Article 16 hereof.
 - 1.10 Person, unless otherwise stated or which is otherwise inconsistent with the context, means a natural person or a body corporate.
 - 1.11 Senior arbitrator means the senior arbitrator appointed under Article 14 hereof.
 - 1.12 Tribunal means the tribunal constituted under Article 14 hereof.

2. All contracts, agreements or other instruments made between APML 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:
 - 2.1 will be subject to these Operating Articles; and
 - 2.2 shall contain a clause which will state that this contract, agreement or other instrument will be subject to the Adelaide Produce Market's Operating Articles and to the Market Rules made there under.
3. The Board shall have power to make Market Rules with respect to all the activities which take place upon the Land provided that:
 - 3.1 in the case of a burden which is imposed on a person by a Market Rule, that burden is reasonable; and
 - 3.2 APML has a legitimate interest in making the Market Rule.
4. The Market Rules currently in force will remain in force unless and until they are repealed varied or amended by the Board.
5. The Board shall have power to prescribe the sanction which will be payable by a Person or Persons who are in breach of a Market Rule. The power to prescribe sanctions in respect of breaches of Market Rules includes the power to not only stipulate a specific amount which is to be payable in the event of a breach, but also the power to delegate the determination of what that amount should be so long as the Board, when delegating such a power, defines the range in which that sanction is to be set.

The Enforcement of Market Rules:

6. The Board shall appoint an Inspector or Inspectors of Market Rules, and in the event that the Board appoints two or more such Inspectors, the Board will nominate which one of them will be the Chief Inspector.
7. Subject to those directions and instructions issued by the Board from time to time, each Inspector of Market Rules will have the power to issue to a Person or Persons who are, in the opinion of the Inspector, in breach of one or more of the Market Rules an Expiation Notice in respect of that breach or those breaches.

8. That Expiation Notice shall state:
 - 8.1 the Market Rule or Market Rules which were, in the opinion of that Inspector, breached;
 - 8.2 the date and time, or in the case of more than one breach, the dates and times, in which that breach or those breaches occurred;
 - 8.3 the Person or Persons who were in breach of the Market Rule or Market Rules;
 - 8.4 the Sanction or Sanctions payable in respect of that breach;
 - 8.5 the Person or Persons who are to pay those Sanctions; and
 - 8.6 the time in which that Sanction or those Sanctions are to be payable (“the Time For Payment of Sanctions”).
9. In the event that a Sanction is not paid within the Time For Payment of Sanctions, as set out in the relevant Expiation Notice, by the Person identified in the relevant Expiation Notice, 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.
10. In the event that a sanction is not paid within the Time For Payment of Sanctions by the person required, under the relevant Expiation Notice, to pay that Sanction, and that Person holds a proprietary interest in the Land, that interest will be forfeited when that Time For Payment of Sanctions has expired. If a proprietary interest in the Land is forfeited under this Article for the non-payment of a sanction within the Time For Payment of Sanctions, and that 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.

Dispute Resolution Procedures:

11. A panel of nine arbitrators will be appointed by the Board. Three of whom may be nominated by the Board itself and the remaining six may be nominated by the associations which represent Market Users namely Wholesalers, Growers and Retailers.

Dispute Resolution Procedures: *continued*

12. If a Person or Persons have been served with an Expiation Notice under these Operating Articles, and they wish to dispute the allegation or allegations contained in that Notice as to alleged breach or breaches of one or more Market Rules, then that person may, within the Time For Payment of Sanctions, lodge with the Chief Executive Officer a Notice of Dispute which identifies the relevant Expiation Notice, and which specifies the alleged breach or breaches which they dispute.
13. Once a Notice of Dispute has been served on the Chief Executive Officer the Time For Payment of Sanctions will be vacated.
14. On receipt of a Notice of Dispute the Chief Executive Officer shall select from the panel of arbitrators a Tribunal of at least three arbitrators and no more than four which, so far as it is practicable, shall be randomly selected. The Chief Executive Officer shall randomly appoint amongst those selected, a Senior arbitrator.
15. The Senior arbitrator selected under Article 14 hereof shall direct, as soon as is practicable, the Inspector, who issued the relevant Expiation Notice, to provide in writing to the person who lodged the Notice of Dispute, 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.
16. After a Set of Particulars has been served on the Person who lodged the Notice of Dispute the Senior arbitrator, in consultation with the other members of the Tribunal and 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 that dispute the Tribunal shall not be bound by the rules of evidence, but will act in accordance with equity and good conscience, and will be bound by the rules of natural justice.
17. If the Tribunal determines that there was a breach of one or more Market Rules it shall determine what sanction if any should be paid and the person or persons who should pay it. The Tribunal shall also nominate the Time For Payment of the Sanction.

18. If in the course of its deliberations there is an equal number of members of the Tribunal in favour of a determination, as are opposed to that determination, then the Senior arbitrator shall have a casting vote.
19. In the event that a sanction is not paid within the Time For Payment of Sanctions, 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.
20. In the event that a sanction is not paid within the Time For Payment of Sanctions by the person required, under the relevant Determination made by the Tribunal, to pay that sanction, and that person holds a proprietary interest in the Land, that interest will be forfeited when that Time For Payment of Sanctions has expired. If a proprietary interest in the Land is forfeited under this Article for the non-payment of a sanction within the Time For Payment of Sanctions, and that 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.

Appeals to the Board:

21. If a party to a dispute which is determined by a Tribunal appointed under Article 14 hereof feels aggrieved by that determination that party may appeal to the Board by lodging a Notice of Appeal with the Chief Executive Officer. That Notice will be in a form prescribed by the Chief Executive Officer.
22. At the next meeting of the Board, after receipt of the Notice of Appeal, the Board shall appoint from its members three Directors who shall hear that appeal, and it shall appoint from those three Directors a Chairman. Those three Directors shall constitute a Committee of Appeal.
23. The Chairman shall, in consultation with the other members of the Committee of Appeal and the parties, appoint a time and place for the hearing of the appeal. At the hearing of the appeal the Committee will not be bound by the rules of evidence but will act in accordance with equity and good conscience, and will be bound by the rules of natural justice.

Appeals to the Board: *continued*

24. If the Committee of Appeal allows an appeal and determines that a sanction which had been imposed by the Tribunal should be quashed then the sanction will be quashed and any monies payable in respect of that sanction shall be refunded to the person who paid those monies.
25. If the Committee of Appeal dismisses an appeal and determines that there was a breach of the Market Rules and that a sanction should be paid in respect of that breach then the Committee may impose a sanction accordingly, and nominate a Time For Payment of Sanctions.
26. In the event that a sanction is not paid within the Time For Payment of Sanctions, as set out in the relevant Determination made by the Committee of Appeal, 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.
27. In the event that a sanction is not paid within the Time For Payment of Sanctions by the person required, under the relevant Determination made by the Committee of Appeal, to pay that sanction, and that Person holds a proprietary interest in the Land, that interest will be forfeited when that Time For Payment of Sanctions has expired. If a proprietary interest in the Land is forfeited under this Article for the non-payment of a sanction within the Time For Payment of Sanctions, and that 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.

Transitional Provisions:

28. If APML has:
 - 28.1 granted a proprietary 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
 - 28.2 the contract, agreement or other instrument does not contain a clause as prescribed by Article 2.2 hereof, and it does not contain a clause under which that interest will be forfeited in the circumstances contemplated by Operating Articles 10, 20 and 27 hereof;

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

29. For the purposes of these transitional provisions:
 - 29.1 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
 - 29.2 the Accumulated Sanction shall mean the original sanction plus the interest which has accumulated thereon under Article 30 hereof.
30. If the Proprietor is required under these Operating Articles to pay a sanction and he or she does not pay that sanction within the Time For Payment of Sanctions then compound interest will be payable on that sanction at the Prescribed Rate with monthly rests.
31. No further proprietary interest will be granted, conveyed or otherwise transferred to the Proprietor by APML, at the expiration of the term of that Proprietor's proprietary interest, unless and until the Proprietor has paid the Accumulated Sanction.

Hardship Provisions:

32. The Chief Executive Officer shall have discretion, in cases of hardship, to extend the Time For Payment of Sanctions. All such extensions of time shall be made in writing, and when made, the Time For Payment of Sanctions shall be extended accordingly.
33. Extensions of time made under Article 32 hereof can take the form of a payment of the sanction by way of installments.
34. If a person who is required under these Operating Articles to pay a sanction is unable to pay that sanction, and is unlikely ever to be able to pay that sanction, then that person can apply in writing to the Board to remit or reduce that sanction. On receipt of such an application the Board has unfettered discretion to remit, reduce or otherwise lessen the burden of that sanction in any way which it thinks fit. However the Board has no power under this Article to increase the sanction or otherwise aggravate the burden of that sanction.



MARKET RULES



DEFINITIONS

1. For the purposes of these Rules the following words and expressions have the meaning set out below:
 - 1.1 **APML** means the Adelaide Produce Market Limited ACN 008 129 566 of Burma Road Pooraka South Australia 5095.
 - 1.2 **APML Employee** means each and every employee or contractor engaged by APML.
 - 1.3 **Board** means the board of directors of APML.
 - 1.4 **Buyer** means a Person who buys Produce from Wholesalers, Growers or Grower Agents.
 - 1.5 **CEO** means the chief executive officer of APML, or a person to whom the CEO has delegated in writing the powers exercisable by the CEO under these rules.
 - 1.6 **Exit Time** means the period, as specified in the Schedule of Market Hours, during which time Produce is permitted to exit the Market.
 - 1.7 **Goods** means any commodity sold or dealt with by a Wholesaler, Retailer, Grower or Grower Agent including but not limited to Produce (as currently defined), food and allied products
 - 1.8 **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 APML in respect to an area allocated in the Grower's Pavilion
 - 1.9 **Grower/Agent** means a Person who:
 - 1.9.1 Carries on a business as a grower of Produce upon land having an area not less than half a hectare, in South Australia
 - 1.9.2 Sells or offers for sale Produce which is grown in South Australia and grown by someone else; and
 - 1.9.3 Holds a licence granted by APML in respect to an area allocated to him in the Grower's Pavilion.

DEFINITIONS *continued*

- 1.10 **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.
- 1.11 **ID Card** means an identification card in a form which is designated by the CEO as an ID Card
- 1.12 **Interstate Produce** means Produce grown outside South Australia or that was at any time carried outside South Australia.
- 1.13 **Land** means the land on which the Adelaide Produce Market is situated bounded by Diagonal and Burma Roads, Market Lane and Merchant Crescent and which is particularly described in Certificate of Title Volume 5938 Folio 181
- 1.14 **Lessee** means a Person who holds Lease with APML
- 1.15 **Licensee** means a Person who holds a License with APML
- 1.16 **Market** means that area of the Land including all improvements thereon as defined from time to time by the Board of APML
- 1.17 **Market Official** means the CEO or an APML Employee (and includes contract security personnel).
- 1.18 **Market Rules** means the market rules currently in force and any addition, variation or amendment to those rules which is made in the exercise of the power to do so as set out under these rules.
- 1.19 **Market Square** means the area marked on the plan of the Land designated Market Square attached to these rules or is that area designated by the CEO from time to time.
- 1.20 **Multiple Consignments** means Produce which is carried by one Person and is to be delivered to two or more wholesalers within the Market.
- 1.21 **OH&S Management Plan** means APML's occupational health safety and welfare management plan in respect of activities conducted at the Market as adopted by the Board from time to time.

- 1.22 **Parking** means the standing of an occupied or unoccupied vehicle.
- 1.23 **Person**, unless otherwise stated or which is otherwise inconsistent with the context, means a natural person or a body corporate.
- 1.24 **Produce** means fruit (including dried fruit), vegetables, flowers, nuts and other horticultural produce.
- 1.25 **Permitted Use** means:
- 1.25.1 In the case of 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.
 - 1.25.2 In the case of a 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.
 - 1.25.3 In the case of a 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.
 - 1.25.4 In the case of a 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.
 - 1.25.5 In the case of a 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.

DEFINITIONS *continued*

- 1.25.6 In the case of a Grower who does not have either a lease or licence over premises within the Market, the right to deliver Produce to a Wholesaler or a Buyer with warehouse facilities, which is not Interstate Produce, and which is either grown or otherwise produced by that Grower.
- 1.25.7 In any other case, the right to deliver Produce to a Wholesaler or an Unloader of Multiple Consignments.
- 1.25.8 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 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.
- 1.26 **Sanction** means such monetary amount payable or other action stipulated in the Market Rules in respect of the infringement of a Market Rule.
- 1.27 **Service Provider** means a Person contracted or otherwise invited by APML to provide services within or in respect of the Market.
- 1.28 **Sunday Market Trader** means a person who holds a permit issued by APML which allows that person to trade in the Sunday Market Area during Sunday Market Trading Hours.
- 1.29 **Sunday Market Trading Area** means the area marked in red on the plan of the Land attached to these rules or is that area designated by the CEO from time to time.
- 1.30 **Sunday Market Trading Hours** means the time between the hours of 5.00am and 2.00pm or those hours as designated by the CEO from time to time.
- 1.31 **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.

- 1.32 **Visitor** means a Person, other than a Buyer, Wholesaler, Grower, Gower 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 an ID Card must be issued.
- 1.33 **VE Permit** means a permit in a form which is designated by the CEO as a VE Permit.
- 1.34 **Wholesaler** means a Person who is a wholesaler of Produce but who is not a Grower or a Grower/Agent.

1.0 SITE ACCESS

- 1.1 Access to the Market shall only be permitted to those persons who hold either an ID Card or a VE Permit. ID Cards shall be 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 ID Cards issued to any person will not be valid for any period longer than a year.
- 1.2 If a person wishes to obtain an ID Card of a particular classification for a period of a year or some part thereof, then that person shall apply in writing for such a Card, and that application shall be in accordance with the form ("the Application Form") as designated by the CEO from time to time.
- 1.3 A person must not, intentionally or negligently, provide information in an Application Form which is false or misleading. If an ID Card has been issued to a person based on false or misleading information ("a False ID Card") provided by that person the CEO may cancel that ID Card. If the person who provided the false or misleading information did so neither intentionally nor negligently then that person will be permitted to make a fresh application for an ID Card.

SANCTION : \$200 and/or Ejection

- 1.4 If the CEO has a reasonable suspicion that a person has obtained a False ID Card, and that suspicion can be confirmed or denied if the CEO has access to certain documents which are in the possession, custody or control of that person, then the CEO may request in writing that that person produce those documents within a reasonable time. If within a reasonable time:
 - a) some or all of those documents are not produced; and
 - b) there is no reasonable explanation justifying their non-productionthen, if it is otherwise reasonable for him or her to do so, the CEO may cancel that person's ID Card.

- 1.5 If a person's ID card has been cancelled under Rule 1.4 hereof, then that person may bring an appeal against the decision of the CEO to a Tribunal consisting of any three of the nine arbitrators appointed under Article 11 of the Operating Articles. Those three arbitrators shall be, as far as is practicable, randomly selected by the CEO. On the institution of that appeal, and pending the outcome of that appeal, the ID card, which has been cancelled under Rule 1.4 hereof, shall become valid, and shall remain so unless and until the appeal is dismissed.
- 1.6 No person shall enter the Market except:
- a) upon production of a valid ID Card or a VE Permit issued to that person;
 - b) through an entrance gate erected for that purpose; and
 - c) on the basis that the person is subject to the Market Rules.
- SANCTION : Ejection**
- 1.7 The ID Card and the VE Permit shall be in the form as adopted from time to time by the CEO.
- 1.8 A Market Official may cancel any ID Card or VE Permit which is held by a person, in his or her capacity as a tenant, Licensee or an employee of a tenant or Licensee, and who cannot, to the satisfaction of that Market Official, establish that he or she is either a tenant, a licensee or an employee of a tenant or licensee, and upon the cancellation of the ID Card or VE Permit that person may be ejected from the Land.
- SANCTION : Ejection**
- 1.9 A person who enters the Market must at any time while in the Market, upon request by a Market Official, produce the person's ID Card or VE Permit, failing which, that person must leave the Market land immediately as directed by the Market Official.
- SANCTION : Ejection**

1.0 **SITE ACCESS** *continued*

- 1.10 A person must not transfer or assign his or her IDCard or VE Permit or otherwise allow another person to use his or her ID Card or VE Permit.

SANCTION : \$200 and/or Ejection

2.0 **MARKET HOURS**

- 2.1 A Person must not exit the Market with Produce between 12 midnight and 5 am Monday to Friday.

SANCTION : \$200

- 2.2 Rule 2.1 will not apply to the Sunday Market Trading Area during the Sunday Market Trading Hours.

- 2.3 During the Sunday Market Trading Hours no person, other than a Sunday Market Trader, shall operate a forklift in the area designated as

- a) the Growers Pavilion
- b) the Sunday Market Trading Area

3.0 **TRADING PRODUCE**

- 3.1 All Persons who deliver Produce 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 requested by the Market Official, and make available to that Market Official any manifest or other document which would disclose any or all of the information set out above.

SANCTION : Ejection

- 3.2 A Person must not receive goods which are consigned to another person.

SANCTION : \$1,000

- 3.3 No Person shall engage in any activity in the Market which is not, in respect of that Person, a Permitted Use.
SANCTION : First Offence \$500; Subsequent Offences \$1,000
- 3.4 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.
SANCTION : First Offence \$500; Subsequent Offences \$1,000
- 3.5 A Person who is delivering to the Market Multiple Consignments must deliver all of those consignments to the Unloader of Multiple Consignments, unless all of the consignees consent to the delivery of those Multiple Consignments to one or more of those consignees.
SANCTION : Ejection

4.0 CONDUCT

- 4.1 A Person must not, while in the Market, steal or willfully damage or destroy any property belonging to APML or any other Person.
SANCTION : Ejection
- 4.2 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.
SANCTION : \$200
- 4.3 A Person must not bring or allow any animal to be brought into the Market, except as expressly permitted by law.
SANCTION : Ejection
- 4.4 A Person must not assault any other person.
SANCTION : Ejection
- 4.5 A Person must not behave in a riotous, dangerous, disorderly, indecent or offensive manner while on the Land. This includes whilst drunk or under the influence of drugs.
SANCTION : Ejection

4.0 CONDUCT *continued*

- 4.6 A Person must at all times while on the Land wear a day/night safety vest that complies with Australian Standards AS/NZS 1906.2, or as amended or replaced from time to time.

SANCTION : \$100

- 4.7 A Person must at all times while on the Land wear low heeled or flat fully enclosed footwear. A Person must not wear open shoes, thongs or sandals whilst on the Land.

SANCTION : \$100 and/or Ejection

5.0 USE OF STORE, STANDS AND PREMISES

- 5.1 No Person shall be a sub-lessee or sub-Licensee of a Lessee or Licensee unless that sub-lease or sub-licence is first approved by APML.

SANCTION : Refer to Lease or Licence document for the premises.

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

SANCTION : \$100

- 5.3 A Person must not undertake structural, electrical or plumbing works within a tenancy area or in general within the Market without the prior written approval of APML and without that work complying with the Building Code of Australia, as amended from time to time.

SANCTION : Refer to Lease or Licence document for the premises.

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

SANCTION : \$200

6.0 VEHICLES

- 6.1 The owner, driver or person in control of a vehicle must provide upon request to a Market Official full information as to the nature and origin of the Goods being transported.
SANCTION : Ejection
- 6.2 The owner, driver or Person in control of a vehicle must provide upon request to a Market Official full information as to name and address of the owner of the vehicle.
SANCTION : Ejection
- 6.3 A vehicle must only be parked in areas designated for that purpose and move at any time on the direction of a Market Official.
SANCTION : \$150
- 6.4 The owner, driver or Person in control of a vehicle within the Market authorizes APML to tow away or otherwise move any vehicle parked in a manner contrary to these rules.
SANCTION : Costs incurred for towing and storage
- 6.5 The owner, driver or Person in control of a vehicle must provide upon request to a Market Official the driver's licence and all other licences or permits required by law to drive or operate the vehicle.
SANCTION : \$100
- 6.6 Each Person operating a vehicle on the Land must hold a valid licence to operate that vehicle.
SANCTION : \$100 and banned from driving on the Land until appropriately licensed.
- 6.7 Each Person who enters the Land acknowledges that the areas designated as a road or carriageway are a 'road' within the meaning of each of the Motor Vehicle Act 1959 and Road Traffic Act 1961.
A Person must not operate a vehicle in a manner which contravenes:
- any of the provisions in the Road Traffic Act 1961 or the regulations made there under; or

- 6.0** **VEHICLES** *continued*
- 6.7 *continued*
- the Motor Vehicle Act 1959 or the regulations made there under; or
 - the Australian Road Rules; or
 - any similar act, set of regulations or set of rules.
- SANCTION** : \$100
- 6.8 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.
- SANCTION** : \$100 and banned from driving on the Land until production of requested information.
- 6.9 A person must not drive a vehicle on the Land or effect an emergency repair without taking adequate precautions to prevent waste, oil or grease from dropping upon the Market.
- SANCTION** : \$200 and all cost incurred in cleanup of spillage
- 6.10 The owner, driver or person in control of a vehicle shall permit a Market Official to inspect and examine the vehicle and any goods on or in the vehicle.
- SANCTION** : Ejection
- 6.11 Upon request from a Market Official a Person who owns or operates a vehicle must provide evidence that that vehicle complies with the Motor Vehicle Act 1959, the regulations made there under or any similar act or set of regulations.
- SANCTION** : Ejection

7 OTHER VEHICULAR RULES

- 7.1 No person shall:
- a) drive any motor vehicle in a dangerous or reckless manner or at a speed in excess of that permitted by signs;
 - b) disobey any traffic sign.
- SANCTION** : First Offence \$500; Subsequent Offences \$1,000
- 7.2 The person in charge of a vehicle must ensure that the vehicle displays its registered plates.
- SANCTION** : \$50
- 7.3 The person in charge of a vehicle must provide satisfactory evidence that the vehicle is registered, immediately upon being requested to do so by a Market Official.
- SANCTION** : \$500 and /or the Vehicle is subjected to immediate confiscation and compounding.

8 BUYER'S TRUCKS

- 8.1 No person shall park any truck in any retailer parking bay closer than 0.5 metres from the neighbouring truck.
- SANCTION** : \$50
- 8.2 When a Buyer's truck is on the Land, the Buyer's truck must display the trade name of the Buyer, being a name which is registered with APML, in letters not less than 10cms high.
- SANCTION** : Refused entry to or Ejection from, the Market
- 8.3 A Buyer's truck must be parked only in its designated area at all times (Saturday, Sunday and Public Holidays excepted). This Rule applies to all trucks of all Buyers, irrespective of whether the owner of the truck is also a wholesaler, grower, grower's agent or another type of trader at the Market.
- SANCTION** : \$100

9

PARKING

- 9.1 No person shall park a vehicle in a parking bay other than wholly within the relevant bay (namely, within the marked lines).

SANCTION : \$150

- 9.2 No person shall park a vehicle undercover unless that person has a permit from APML to do so.

SANCTION : \$100

- 9.3 No person shall (without a permit from APML) park a vehicle in any area reserved for parking only by persons with the relevant class of permits.

SANCTION : \$100

10

BINS, PALLETS AND WASTE

- 10.1 No person shall bring rubbish or waste of any nature onto the Land.
SANCTION : The greater of \$200.00 or the cost of removing the rubbish.

- 10.2 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.

SANCTION : The greater of \$200.00 or the cost of removing the rubbish.

- 10.3 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.

SANCTION : \$200

11

ACCIDENTS, INCIDENTS and HAZARDS

- 11.1 If a Person becomes aware of a hazard, accident, incident, near miss or other dangerous occurrence ("Event") then that Person must, as soon as practicable, notify a Market Official of that Event.

- 11.2 An Event is any unintended event or outcome which either kills or injures a person, or in respect of which there is a real risk that that event may have killed or injured a person, or that event damages property, or in respect of which there is a real risk that property may be damaged.

- 11.3 A Person must not bring into the Market a hazardous substance, as defined in Regulation 1.1.5 of the Occupational Health, Safety and Welfare Regulations 1995 (“the OHSW Regulations”), which does not have a Material Safety Data Sheet (“MSDS”) as required under Regulation 4.1.5 of the OHSW Regulations.
SANCTION : \$100 and removal of hazard
- 11.4 No Person shall transport, store or use a hazardous substance other than in accordance with the precautions set out in the MSDS in respect of that hazardous substance.
SANCTION : \$100 and removal of hazardous substance
- 11.5 All Persons who bring into the Market a hazardous substance must report that fact to a Market Official.
SANCTION : \$100
- 11.6 LPG bottles must be transported, stored and used in compliance with AS 1596, and no LPG bottles are to be stored inside any premises which are either leased or licensed.
SANCTION : \$200
- 11.7 In the event of an emergency occurring within the Market every person within the Market must obey all lawful orders and directions given by a Market Official in respect of that emergency.
SANCTION : \$100
- 11.8 All powered equipment must be isolated before any maintenance work is undertaken on it, unless the person carrying out that maintenance work has obtained from a Market Official an exemption, and only for so long as that person complies with the terms of that exemption.
SANCTION : \$100
- 11.9 In the event that a danger emerges in respect of premises which are held on a lease or a licence a Market Official may require that action be taken with respect to that danger in order to protect people's health and safety, and every person shall be required to follow all lawful directions given by the Market Official with respect to that danger in the protection of people's health and safety.
SANCTION : \$100 and/or Ejection

12 OTHER

12.1 No person may store, label, package or sell Produce except in the manner required by law.

SANCTION : \$100

12.2 No person may use any instrument in measuring the weight of produce which does not comply with all applicable laws, and which is not verified, tested or certified as required by law.

SANCTION : \$100

12.3 No person may wash the cement or bitumised floor of a leased, licensed or Common area with water and allow that water to enter the storm water system.

SANCTION : \$200

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

SANCTION : \$250

12.5 No person must within the Market address comments to any other person which are discriminatory by reference to that person's age, race, nationality, gender, pregnancy or marital status, or by reference to that person's religious or political beliefs.

SANCTION : \$200

12.6 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.

SANCTION : \$100

12.7 There will be 'No Smoking':

- Inside any building which is the property of APLM
- 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 is ordinarily stored.

SANCTION : \$100

- 12.8 Children are not to accompany Employees or Market users to areas
- In the common areas (roadways, parking areas) except when transiting to and from the Tenant or Retailers own business site.
 - Where forklifts operate.
 - In which there is potentially significant risk of injury associated with the operations or activities of the work area.

If children are brought on to the site the parent or guardian shall ensure the child is supervised and other users of the site are not inconvenienced by the children's presence.

SANCTION : \$500

- 12.9 No person other than the operator shall travel on a forklift.

SANCTION : \$200

- 12.10 No person shall be entitled to obtain an ID Card unless that person has satisfactorily undertaken an Induction Programme, or gives an undertaking that he or she will submit to such a programme within two weeks of receipt of the ID Card.

SANCTION : Ejection

- 12.11 If a person receives an ID Card on giving an undertaking to submit to an Induction Programme and fails to do so within two weeks of receipt of the ID Card then the CEO may cancel that ID Card.

SANCTION : Ejection

- 12.12 An Induction Programme is the programme designated as such by the CEO from time to time in a manual entitled Induction Programme.

13 RESIDUAL SANCTION

13.1 Where a breach of a requirement or obligation set out in the OH&S Management Plan does not attract a **sanction** which is specified elsewhere in these Rules, the **sanction** shall be:

SANCTION : First Offence; \$500 Subsequent Offences \$1,000

13.2 Subject to Rule 14, where a breach of any Rule does not attract a sanction which is specified elsewhere in these Rules, the sanction shall be:

SANCTION : First Offence; \$50 Subsequent Offences \$100

14 ENFORCEMENT OF RULES

Where in these Market Rules the word “sanction” appears at the end of the rules in bold type 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 “Ejection” appears in bold type at the end of the rules then that will be a reference to the power of a Market Official to require a Person to leave the Land in respect of a breach of that rule.

15 CANCELLATION OF ID CARD

15.1 The CEO, or a person to whom the CEO has delegated, in writing, the powers exercisable by the CEO under these rules, may cancel a person's ID Card, if he or she forms the opinion that that person has breached any of Rules 3, 4, 5, 10 or 12.

15.2 In the event that the CEO or a delegate thereof cancels a person's ID under rule 15.1 and that person wishes to invoke the dispute resolution procedures set out in the Operating Articles 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.

BENEFITS OF SANCTIONS

APML will not keep or retain the ultimate benefit of any sanction paid by any person to APML under the Market Rules.

In imposing and administering the Sanctions set out in the Market Rules, the overriding principles of APML are that:

- 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 businesses conducted at and persons using the Market (such as by way of a reduction in a person's contribution to the outgoings of the Market, otherwise payable) and not kept by APML.

APML will therefore maintain a separate account and pay all monetary sanctions into that account. Within 3 months after the end of each financial year, APML will undertake an assessment of the amount then standing to the credit of the account to be reimbursed to the participants of the Market and how that reimbursement should be implemented, and then do so.

It may or not be that the entirety of the funds in the bank account will be reimbursed to the participants of the Market within 3 months after the end of each financial year.

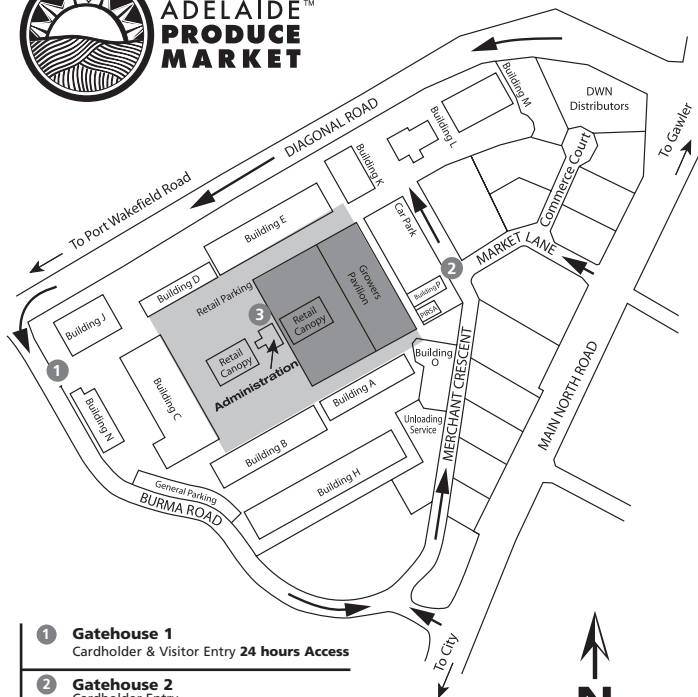
Further, it may be that APML determines that the reimbursement will not be equal as between all types or categories of participants. However, any amount retained in the account will not be paid to APML for its own use and under no circumstances will APML keep or be entitled to the ultimate benefit of any sanction paid under these Rules.

Any amount remaining in a bank account at the end of a financial year after the determination of the reimbursement process for that financial year, will be carried over for distribution in the following financial year

Plan of the Land



**ADELAIDE™
PRODUCE
MARKET**



1 Gatehouse 1
Cardholder & Visitor Entry **24 hours Access**

2 Gatehouse 2
Cardholder Entry
(Access hours)
Monday / Wednesday / Friday - 1.00am to 10.00am
Tuesday & Thursday - 3.00am to 10.00am
Saturday & Public Holidays - CLOSED
Sunday - (Only open for Pooaka Sunday Markets 5am - 2pm)

3 Administration - Adelaide Produce Markets Limited
Monday / Friday - 7.30am to 4.30pm

4 The shaded area  **denotes the Market Square**

5 The shaded area  **denotes the Pooraka Sunday Market Trading Area**





**ADELAIDE™
PRODUCE
MARKET**

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