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## **Annexure C – South Melbourne Market Rules**

### **1. Use of Common Areas**

The Licensee must only use the Common Areas to enter and exit the Licensed Area.

### **2. Not to Obstruct**

2.1 The Licensee must not obstruct or cover:

2.1.1 the Common Areas;

2.1.2 any fire exit or fire protection equipment;

2.1.3 the air-conditioning ducts and outlets; or

2.1.4 the skylights and windows which reflect or admit light into any part of the Market.

2.2 The Licensor may remove any chattels, fixtures, fittings or goods causing an obstruction and store them at the Licensee's expense without being liable to the Licensee for trespass, detainee, conversion or negligence. After storing them for at least one month the Licensee's chattels, fixtures, fittings or goods shall be deemed as abandoned and shall become the property of the Licensor.

### **3. Use of Facilities**

The Licensee must:

3.1 not use the water closets, drains, pipes, fire hoses, sinks, water supply apparatus, rubbish bins or any other services or facilities provided by the Licensor for any purpose other than that for which they are constructed;

3.2 comply with the Licensor's reasonable requirements in relation to the use of any services or facilities provided by the Licensor;

3.3 not allow any trade waste to wash down the drains without the drain grate in place;

3.4 only remove any drain grate temporarily, for the sole purpose of cleaning the grate, and must not dispose of any accumulated debris down the drain; and

3.5 pay for the cost of making good or replacing any damage resulting to such facilities or otherwise from such misuse by the Licensee.

### **4. Heavy Articles**

The Licensee must:

4.1 obtain the Licensor's prior written consent before bringing any heavy materials or articles into the Licensed Area or the Market; and

4.2 repair all damage caused to the Market by taking in or removing heavy materials or articles.

### **5. No Accumulation of Rubbish**

The Licensee must not store or permit the accumulation of any property or rubbish in the Licensed Area or Common Areas.

**6. TV and Radio**

The Licensee must not affix any television or radio mast or antenna to any part of the Market or install any television, monitor or illuminated electronic screen in or at the Licensed Area without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

**7. Animals**

The Licensee must not keep any animals, reptiles, spiders, insects or birds in or about the Market.

**8. Emergency Precautions**

8.1 The Licensee must at all times comply with and observe all reasonable directions given and rules laid down by the Licensor in relation to precautions against fire and other emergencies in the Market and in relation to actions to be taken in event of fire or other emergencies occurring in the Market.

8.2 The Licensee acknowledges and agrees that no naked flames are permitted at the Market.

**9. Fire Warnings**

The Licensee must procure such numbers of its employees or agents as are reasonably required by the Licensor to act as wardens in relation to the Licensed Area and to accept instructions as to safety equipment and procedures in relation to fire or other emergencies in the Market.

**10. Fire Drills**

The Licensee must take part in all fire evacuation drills (not exceeding 3 in any year) organised for the Market by the Licensor.

**11. Evacuation**

In the event of any emergency in the Market, the Licensee must comply in all respects with all directions given in regard to evacuation of the Licensed Area or the Market or any part of the Licensed Area or of the Market by the house warden or other person appointed by the Licensor to take charge of such evacuation in those circumstances.

**12. Vending Machines**

The Licensee must not install in the Licensed Area any machine for entertainment or dispensing food refreshments or merchandise.

**13. Food**

The Licensee must not prepare or cook food in any areas other than those which may be provided and which are approved by the Licensor for this purpose.

**14. No Smoking**

The Licensee must not smoke or permit any smoking in the Licensed Area or the Market.

**15. Offensive Signs etc.**

The Licensee must not install, erect, paint, affix or maintain anything (including any advertisement or notice) on the inside or the outside of the Licensed Area which is, in the

Licensor's reasonable opinion, incongruous or unsightly or which may detract from the general appearance of the Licensed Area or the Market without the Licensor's consent.

## **16. Licensor's Standards for Licensed Area**

16.1 The Licensee must obtain the Licensor's consent before the Licensee does anything that affects the quality and standard of the Licensed Area or its presentation. The Licensee must comply with the Licensor's reasonable requirements and standards of design, quality, style and appearance.

16.2 This applies to:

16.2.1 fixtures, fittings, equipment, lighting, facilities, signage and displays (inside or outside the Licensed Area);

16.2.2 the design and labelling of stationery, ticketing, carry bags and food court utensils; and

16.2.3 anything on or visible from the outside of the Licensed Area (for example: a sign, window blind or awning).

16.3 The Licensor may withdraw its consent at any time where the Licensor reasonably believes it is in the interests of the Market or other people using the Market.

16.4 The following items must not be visible inside the Licensed Area:

16.4.1 stored items;

16.4.2 garbage; and

16.4.3 items to be delivered.

## **17. Contact Point**

The Licensee must give the Licensor the Licensee's contact address and telephone number for all emergencies. The Licensee must keep the Licensor up to date with any changes at all times.

## **18. Keys for Market**

If the Licensor gives the Licensee any keys or access cards for the Market, the Licensee must make sure that only the Licensee has the keys or access cards and that the Licensee returns them to the Licensor when the Licence ends. The Licensee must make sure that no unauthorised copies are made.

## **19. Loading Area**

19.1 The Licensee must only receive or deliver goods in loading areas and at times designated by the Licensor from time to time.

19.2 The Licensee must ensure that:

19.2.1 the loading areas are not used to store goods; and

19.2.2 vehicles using the loading areas do not park within those areas except when loading or unloading goods.

19.3 The Licensee must not operate or allow to be operated any forklifts or other heavy machinery in or around the Market except:

- 19.3.1 outside the Days and Hours of Operation; and
- 19.3.2 in accordance with the Licensor's reasonable requirements as notified from time to time. At the Commencement Date these conditions of use are as per Appendix F: *Conditions of Use for Owners and Operators of Forklifts within and around South Melbourne Market*

## **20. Areas for Business**

The Licensee must not use or allow any part of the Common Areas to be used for:

- 20.1 any business or commercial purposes; or
- 20.2 display or advertising.

## **21. Delivery of Goods using Trolley**

- 21.1 The Licensee must only use the delivery areas of the Common Area at the times the Licensor approves.
- 21.2 The Licensee must only deliver goods to Licensed Area using a hand trolley.
- 21.3 The Licensee must make sure that any trolley the Licensee uses for carrying goods does not mark or damage the floor of the Market and makes minimal noise. Any trolley must have rubber wheels.

## **22. Recycling and Waste disposal**

- 22.1 If the Licensor chooses to conduct a recycling program, the Licensee must participate in that program.
- 22.2 The Licensee must comply with all the directions of the Licensor from time to time in relation to the facilities available at the Market for the disposal of waste.

## **23. Car Parking**

- 23.1 The Licensee must upon request give to the Licensor the name, make and registration number of each car owned or regularly used by:
  - 23.1.1 the Licensee in connection with the Licensed Area; or
  - 23.1.2 the Licensee's employees who work at the Licensed Area.
- 23.2 The Licensee must not park nor permit its employees to park in the Market's roof top or York Street car parks or on those sections of Coventry Street, York Street and Cecil Street that front the Market or such other areas as may be designated by the Licensor from time to time.
- 23.3 If the Licensee or any of its employees park in any part of the Market or surrounding areas designated by the Licensor as areas where Licensee parking is not permitted, the Licensee must indemnify the Licensor for any loss or liabilities incurred by the Licensor due to that failure. Without limitation, the Licensee agrees that the loss and liabilities incurred by the Licensor will include the amount of \$100.00 for every day or part thereof that the Licensee or its employees so park and will pay the Licensor this amount on demand.
- 23.4 The Licensee, its employees, agents, contractors and invitees park within the Market at their own risk.

**24. Signs Outside Licensed Area**

- 24.1 No sign, light, fascia, placard, bill, embellishment, advertisement or notice or other notification shall be inscribed painted displayed or affixed on any part of the exterior wall (including both interior and exterior surfaces of windows doors and shop fronts) of any Licensed Area or windows of Licensed Area or in the Common Areas except with the approval in writing of the Licensor and then only of such colour, size and containing such matter and in such places upon or in the Market as shall be first approved by the Licensor.
- 24.2 Subject to Rule 24.1, the Licensor shall cause to be painted or fixed and keep painted or fixed in a conspicuous place on the front of the Licensed Area a notice of the Licensee's name and the stall number of the Licensed Area.

**25. Notice of Defect**

The Licensee shall give the Licensor or its agent prompt notice in writing of any breakage or defect in the water pipes, drain grates, air-conditioning ducts, electric light or other fittings within or in the vicinity of the Licensed Area or in the Market.

**26. Loss of Property**

The Licensor shall in no way be responsible to any Licensee or its employees agents clients invitees or customers for any loss of property from any Licensed Area or the Market however occurring or any damage done to the furniture of other chattels or effects of any Licensee.

**27. Security**

All doors and windows of the Licensed Area shall be securely fastened on all occasions when Licensed Area are left unoccupied and the Licensor reserves the right for its agent employees servants and workmen to enter and fasten the same if left not securely fastened.

**28. Garbage/Cleanliness**

Without affecting any obligation set out in the Licensee's licence each Licensee shall keep all garbage and refuse in tightly secured containers and the removal of garbage and refuse shall be made only by way of its designated waste disposal areas and at the time or times designated by the Licensor or its agent. All such containers shall be kept within the Licensed Area or as otherwise instructed by the Licensor or its agent. No rubbish or waste shall at any time be burned on the Licensed Area or the Common Areas or any part of the Licensed Area or the Common Areas.

**29. No Goods in Common Areas**

- 29.1 No good, article or item of any kind shall be left in the Common Areas.
- 29.2 The Licensor may remove any good, article or item left in the Common Areas without express written permission and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month the Licensor may treat the good, article or item as abandoned and it shall become the property of the Licensor.

**30. Cleanliness**

Each Licensee will keep clean and free from dirt and rubbish any area extending five metres beyond any boundary of its Licensed Area which abuts any part of the Common Areas.

**31. Keys for Licensed Area**

Each Licensee shall return to the Licensor on the determination of its Licence all keys for locks and doors or other openings of its Licensed Area (whether supplied by the Licensor or otherwise acquired by the Licensee) and shall not permit the same at any time to come into possession or control of any person other than the Licensee or the servants or agents of the Licensee.

**32. Closing of Common Areas**

The Licensor shall be entitled to close lock off or otherwise control the Common Areas or any part of the Common Areas from time to time and may take all action it deems necessary to prevent and prohibit undesirable persons from entering the Common Areas.

**33. No Sleeping**

No Licensee or its employees agents clients invitees or customers shall be permitted to sleep in the Licensed Area.

**34. Bicycles etc.**

Bicycles, scooters, skateboards, roller skates and other like means of conveyance are not permitted in the Market, except as articles for retail sale.

**35. Handbills etc.**

No Licensee shall advertise in the Market by the use of handbills or sandwich boards without obtaining the Licensor's prior written consent.

**36. Solicitation of Funds**

No Licensee shall give or imply permission to members of any organisation to hold any function or to solicit any donations within the Market without first obtaining the written approval of the managing agent.

**37. Exhaust/Ventilation System**

If the Licensee's use of the Licensed Area requires any form of exhaust or ventilation system to be used, then the Licensee must provide the Licensor with such details as to servicing, filter changing and cleaning as the Licensor may require from time to time.

**38. Endanger Market**

The Licensee must not do or permit anything to be done in connection with the Licensed Area or the Market which in the reasonable opinion of the Licensor may endanger the Licensed Area or the Market or be a risk to any person or property.

**39. Heating, cooling and lighting**

The Licensee must not install any heating, cooling or lighting in the Licensed Area without obtaining the Licensor's prior written consent.

**40. Electrical Safety**

The Licensee must, at its own cost:

- 40.1 obtain an Electrical Safety Certificate from a suitably qualified licensed electrician for any electrical work carried out in the Licensed Area;

- 40.2 ensure that all electrical appliances and apparatus within the Licensed Area are regularly inspected, tested and tagged by a suitably qualified licensed electrician in accordance with AS 3760 and comply to the relevant standards;
- 40.3 ensure that any faulty equipment is tagged "OUT OF SERVICE" and such equipment is taken out of service and is not operated or used; and
- 40.4 provide to the Licensor:
- 40.4.1 an Electrical Safety Certificate upon completion of any electrical work; and
- 40.4.2 a certificate of safety / compliance with AS 3760 not less than once in every 12 month period during the Licence Period.

#### **41. Australian Business Number**

The Licensee must at all times have an active ABN and must ensure that all the details associated with the ABN are kept updated.

#### **42. Receipts**

The Licensee must provide its customers with itemised receipts, including the Licensee's ABN, immediately upon request.

#### **43. Returns or Refunds Policy**

The Licensee must comply with any refund or returns policy introduced by the Licensor for customers of the Market from time to time.

#### **44. Maximum Height**

The Licensee must not stack or install or cause to be stacked or installed, whether permanent or temporary, any shelves, displays, pallets or goods above the height designated by the Licensor from time to time.

#### **45. Food products**

45.1 The Licensee must:

- (a) not sell or use in food prepared in the Licensed Area eggs laid by hens kept in cages;
- (b) where eggs are sold as "free range" or "barn laid", specify in a manner that makes it clear to a customer the number of hens per hectare on the farm where the eggs were produced or the density of the hens in the "barn" where the eggs were produced;
- (c) upon written demand by the Licensor, produce proof of the source of the eggs referred to in (b) together with proof of the number of hens per hectare or the density of the hens in the barn (as the case may be);
- (d) not sell food as "organic" or "free range" without being in possession of appropriate certification that supports the claim that the food is "organic";
- (e) upon written demand by the Licensor, produce appropriate certification that entitles the Licensor to sell the food as "organic" or "free range".
- (f) must not misrepresent the type or quality of food being sold.

45.2 If the Licensor is not reasonably satisfied that food should be sold as being “organic” or “free range” it may by written notice direct the Licensee to cease selling food as being “organic” or “free range” and the Licensee must comply with the Licensor’s direction.

**46. Market vouchers**

The Licensee must accept Market vouchers issued by the Licensor which can be redeemed at the Market Office for the equivalent value in cash.

Terms and conditions are noted on the voucher, which may change from time to time. As at the Commencement Date there is no requirement on the person with the voucher to spend the total value of the voucher. Therefore change must be given.