BRISBANE MARKETS®

REGULATIONS

AND

TRAFFIC MANAGEMENT PLAN

BRISBANE MARKETS LIMITED®

Brisbane Markets Limited
ABN 39 064 983 017
PO Box 80 Brisbane Markets
Queensland 4106 Australia

Phone: 61 7 3915 4200

Web: brisbanemarkets.com.au

Email: admin@brisbanemarkets.com.au

Approved for issue and use:
Andrew Young
Managing Director and CEO
July 2026

CONTENTS

SECTION 1 Introduction 1
1.1 General 1
1.2 Work Health and Safety (WHS) 2
1.3 Policies 2
1.4 Scope 2
1.5 Traffic Management Plan (TMP) 2
1.6 Regulations and Tenancy Agreements 2

SECTION 2 General access requirements 3
2.1 Personal Protective Equipment (PPE) rules 3
2.2 Exemptions to PPE and HVSG rules 3
2.3 Obey Authorised Officers 3
2.4 Children 3
2.5 Conditions of Access 3

SECTION 3 Access control rules at the Brisbane Markets 4
3.1 Requirement for access control 4
3.2 Access restrictions 4
3.3 Business compliance obligations 4
3.4 Vehicular access 4
3.5 LPR technology 4
3.6 Access – Tenants and Tenant Employees 6
3.7 Access – Buyers 7
3.8 Access – Buyers' Material Handling rules 7
3.9 Access – Service Providers 7
3.10 Access – Labour Hire 8
3.11 Access – Transporters 8
3.12 Access – Visitors 9
3.13 Restriction or cancellation of access 9

SECTION 4 Conduct rules 10
4.1 Prohibited conduct 10
4.2 Unlawful acts 10
4.3 Conduct of business 11

SECTION 5 Traffic, Pedestrian and Vehicle rules 12
5.1 Traffic Management Plan (TMP) 12
5.2 Pedestrian and Vehicle rules 12
5.3 Parking rules 14
5.4 Delivering and unloading rules 15
5.5 Transhipping rules 17

SECTION 6 Forklift Rules 18
6.1 Forklift Operating Procedures 18
6.2 Forklift operating requirements 18
6.3 Forklift registration – application requirements 18
6.4 Forklift Parking 19
6.5 Obey an Authorised Officer's direction 20
6.6 Liability of Forklift owners and users 20
6.7 Forklift Operator Permit 20
6.8 Forklift Operating Rules 21

SECTION 7 Incidents and emergency procedures 22
7.1 Report incidents 22
7.2 Report hazards and risks 22
7.3 Emergency and evacuation procedures 22
7.4 Force majeure and closure 22

SECTION 8 Preservation of Site safety and Markets infrastructure 23
8.1 Obligation to ensure safety 23
8.2 No alterations, additions or interference 23
8.3 Services 23

SECTION 9 Environment and Waste management 24
9.1 Environmental requirements 24
9.2 Particular environmental requirements for Tenants and Persons within the Brisbane Markets 24

SECTION 10 Notices and Remedial Actions 25
10.1 Remedial Actions 25
10.2 Promotion of a safe working environment 25
10.3 Service of notice of a breach of the Brisbane Markets Regulations 26
10.4 Notices 26
10.5 Final Warnings 26
10.6 Review of Notices 27
10.7 Conduct of inquiries 27
10.8 Costs 27

SECTION 11 General requirements 28
11.1 Limits of BML's liability 28
11.2 Variation of Regulations 28
11.3 Notices and approvals 28
11.4 Privacy 28
11.5 Indemnity 29
11.6 Goods and Services Tax (GST) 29

SECTION 12 Control measures – Notifiable Diseases and Conditions 30
12.1 General 30
12.2 Remedial actions 30

SECTION 13 Drug and alcohol testing at the Brisbane Markets 31
13.1 Objective – drug and alcohol testing 31
13.2 Testing process 31
13.3 Remedial actions for a Positive Alcohol Breath Test Result, or Non-negative Drug Indicator Test Result, or Positive Drug Test Result 31
13.4 Remedial actions – refusal to take a Random Test 32
13.5 Show Cause Notice 32
13.6 Appeal rights 32
13.7 Employer responsibilities 32
13.8 Annual FOP Renewals 32

SECTION 14 Interpretation 33

SECTION 15 Definitions 34

SCHEDULE 1 General Terms and Conditions of Entry to the Brisbane Markets 41

Brisbane Markets Traffic Management Plan 43

Site Overview

SECTION 1 INTRODUCTION

1.1 General

(a) Brisbane Markets Limited ABN 39 064 983 017 (BML) is the owner and manager of the Brisbane Markets® Complex. BML's primary business operations at this Site include:

(i) management and maintenance of buildings, Site facilities, services and infrastructure

(ii) management of Tenancy Agreements and Tenancy Areas of buildings and land within the Brisbane Markets

(iii) the ongoing development, redevelopment and improvement of the Brisbane Markets

(iv) the management and regulation of Site security, cleanliness, Waste and Pest management, Vehicle and Pedestrian traffic management, and Parking within the Common Areas

(v) the oversight and management of Site safety in the Common Area.

(b) These Brisbane Markets Regulations (the Regulations) are intended to:

(i) provide without limitation rules for Site access, traffic management, Waste and Pest management, compliance with laws and remedial actions

(ii) minimise the risk of loss, damage, death or injury being sustained to Persons or property at this Site and to promote the safe, effective and efficient operation of the Brisbane Markets.

(c) These Regulations apply to all Persons entering the Brisbane Markets who, by virtue of entry, agree to be legally bound by and to comply with the same. All Tenants of the Brisbane Markets have a responsibility to ensure that their Tenant Employees and Service Providers comply with these Regulations and the General Terms and Conditions of Entry to the Brisbane Markets (Schedule 1).

(d) The Regulations do not replace or relieve a Person of their statutory obligations under the Work Health and Safety Act 2011, the Work Health and Safety Regulation 2011 or any other applicable legislation or regulation. All Persons are advised that compliance with these Regulations does not necessarily mean that the Person is fulfilling their work health and safety or other statutory obligations. Notwithstanding anything that is contained in these Regulations all Persons are responsible for ensuring their compliance with their own statutory obligations.

(e) Without limiting any other exclusion, limitation, release or indemnity in these Regulations:

(i) BML does not assume, and expressly disclaims, any responsibility or liability for any act, omission, decision or conduct of any Person which is done, taken or omitted:

(A) by virtue of, pursuant to, or in purported compliance with these Regulations; or

(B) in reliance upon, or by reference to, these Regulations, any Policy, any Bulletin, any approval, consent or direction given under them.

(ii) Each Person acknowledges and agrees that:

(A) these Regulations are of a general nature only and are not exhaustive

(B) compliance with these Regulations does not, of itself, ensure compliance with any Law or the discharge of that Person's statutory, contractual or common law obligations

(C) each Person remains solely responsible for assessing risks and determining the manner in which they carry out their activities within the Brisbane Markets.

(iii) To the maximum extent permitted by Law, BML is not liable for any loss, damage, death or injury suffered by any Person or to any property arising from or in connection with:

(A) any reliance placed by a Person on these Regulations; or

(B) any act or omission of a Person undertaken in purported compliance with these Regulations.

(iv) Nothing in this clause operates to exclude or limit any liability of BML which cannot lawfully be excluded or limited.

(f) Any information provided or made available by or on behalf of BML in connection with the Brisbane Markets, including without limitation any:

(i) Regulations, Policies or amendments;

(ii) Bulletins, notices, signage, maps or plans;

(iii) Site Inductions, training materials or presentations; or

(iv) verbal or written statements, directions or communications by an Authorised Officer,

(collectively, the Information) is provided on an indicative and general basis only.

(g) While BML takes reasonable care in preparing the Information, BML does not warrant or represent that any Information:

(i) is accurate, complete, current or up to date;

(ii) is suitable for any particular purpose or activity; or

(iii) identifies all risks, hazards or legal requirements applicable to a Person's activities at the Brisbane Markets.

(h) No reliance may be placed by any Person on any Information as:

(i) advice (including legal, safety or operational advice);

(ii) a representation that any activity is safe, authorised or compliant with Law; or

(iii) evidence that BML has assumed responsibility for identifying, managing or controlling risks associated with any activity.

(i) Each Person must:
   (i) make their own enquiries and obtain independent advice as necessary
   (ii) independently assess all risks associated with their activities and compliance with Laws
   (iii) not rely on the Information as a substitute for doing so.

1.2 Work Health and Safety (WHS)

(a) The Regulations as they relate to safety at this Site are based on WHS Laws and other relevant legislative requirements.

1.3 Policies

(a) BML reserves the right to develop and implement Policies regarding any aspect of the use and operation of the Brisbane Markets, including but not limited to Policies regarding insurance compliance, Tenant alterations and additions, Service Provider access, privacy, transactions with Tenancy Agreements, and the Sale of Goods (the Policies).

(b) Each Person must comply with all Policies issued and implemented by BML for the Brisbane Markets as amended from time to time.

(c) The Policies are deemed to form part of these Regulations.

(d) In the event of any inconsistency between the Brisbane Markets Regulations and the Policies, the Policies shall prevail.

1.4 Scope

(a) These Brisbane Markets Regulations apply to the Northern Industrial Precinct which is the area highlighted inside the yellow border on the Site Overview map (previous page). Terms including "this Site" and "the Brisbane Markets" have the same meaning in these Regulations as the Northern Industrial Precinct.

1.5 Traffic Management Plan (TMP)

(a) The TMP for the Brisbane Markets accompanies these Regulations and forms part of these Regulations. The TMP is to be read in conjunction with these Regulations, noting that the TMP applies to the entire Brisbane Markets and the Regulations apply to the Northern Industrial Precinct only.

1.6 Regulations and Tenancy Agreements

(a) Nothing in these Regulations is intended to limit, vary or override any rights or obligations of BML or a Tenant under a Tenancy Agreement.

(b) Tenants may have rights of access, use and occupation that differ from other Persons entering the Brisbane Markets, and these Regulations must be read subject to those rights.

(c) To the extent of any inconsistency:
   (i) a Tenancy Agreement prevails in relation to the Tenant's Tenancy Area and its rights of occupation
   (ii) these Regulations prevail in relation to Site access, Common Areas, safety requirements, compliance and conduct within the Brisbane Markets.

(d) Compliance with these Regulations does not relieve a Tenant of its obligations under a Tenancy Agreement or at law, including under WHS Laws.

SECTION 2 GENERAL ACCESS REQUIREMENTS

2.1 Personal Protective Equipment (PPE) rules

(a) All Persons accessing the Brisbane Markets must, as a condition of entry, wear PPE and High Visibility Safety Garments (HVSG) and enclosed shoes at all times while:

(i) outside of a Tenancy Area

(ii) operating Vehicles that are not enclosed including, without limitation, Forklifts or golf buggies.

2.2 Exemptions to PPE and HVSG rules

(a) The General Public is exempt from the requirement of wearing PPE and HVSG when entering this Site during the General Public Entry Days.

2.3 Obey Authorised Officers

(a) Every Person while in the Brisbane Markets must:

(i) promptly obey all instructions and directions given or made by an Authorised Officer

(ii) comply with the General Terms and Conditions of Entry and these Brisbane Markets Regulations

(iii) on the request of an Authorised Officer, produce their Access Card or other authority to be in the Brisbane Markets.

2.4 Children

(a) All children up to and including the age of 15 years must at all times be accompanied and supervised by an adult while in the Brisbane Markets.

(b) Where children are brought to the Site, the parent or guardian is responsible for ensuring the health and safety of the child.

(c) Where possible, children should not be brought into areas of high Forklift activity or in the Central Trading Area during Trading Hours, unless absolutely necessary and under strict supervision of the parent or guardian.

(d) BML reserves the right to ask a person to remove themselves and a child or children from any area of the Site if BML has any concerns, including safety concerns.

2.5 Conditions of Access

(a) These Regulations apply to all Persons entering the Brisbane Markets who, by virtue of entry, agree to be legally bound by and to comply with the same. All Tenants of the Brisbane Markets have a responsibility to ensure that their Tenant Employees and Service Providers comply with these Regulations and the General Terms and Conditions of Entry to the Brisbane Markets (Schedule 1).

SECTION 3 ACCESS CONTROL RULES AT THE BRISBANE MARKETS

3.1 Requirement for access control

(a) The Brisbane Markets is access controlled to regulate:
  (i) the Sale and marketing of Goods
  (ii) the safe, secure operation of the Brisbane Markets
  (iii) access by Site Users in accordance with these Regulations.

(b) Access to the Brisbane Markets is limited to:
  (i) Authorised Persons who are issued with an Access Card
  (ii) Licence Plate Recognition technology (LPR) registered Vehicles (LPR Vehicles)
  (iii) Bona Fide Visitors
  (iv) Access Approved Service Providers and their employees
  (v) Access Approved Grower/Small Grower
  (vi) Access Approved Labour Hire business and their employees
  (vii) Access Approved Transporters
  (viii) Any other party that is approved by BML for access in accordance with these Regulations.

(c) An Authorised Person may only enter the Brisbane Markets in accordance with access times designated by BML for the Access Category that has been issued to the Authorised Person.

3.2 Access restrictions

(a) For the avoidance of doubt, Access Cards are only issued to those Persons:
  (i) who have applied for an Access Category to the Brisbane Markets and that application has been approved by BML
  (ii) who have successfully completed a BML Site Induction within the last 12 months (an Authorised Person).

(b) An Access Card may not be used by a Person to access the Brisbane Markets where:
  (i) the Access Card was not issued to that Person; and/or
  (ii) the Person is no longer employed by the Tenant, Buyer or Service Provider endorsed on the Access Card.

(c) An Authorised Person may only enter the Brisbane Markets in accordance with their Access Category.

(d) Any conditions contained in an Access Card approved application are deemed to be obligations under these Regulations.

3.3 Business compliance obligations

(a) An Approved Business must ensure that all of their employees, agents, contractors and invitees comply with these Regulations and the General Terms and Conditions of Entry to the Brisbane Markets (see Schedule 1).

(b) An Approved Business is jointly and severally liable with their employees, agents, contactors and invitees for any breach of these Regulations.

(c) An Approved Business must maintain accurate and current records of all employees (permanent or temporary) who have been issued Access Cards and promptly notify BML of any changes to such employment or engagement.

(d) BML may suspend or revoke the approval of an Approved Business where BML, in its sole discretion, determines that the Approved Business has failed to comply with these Regulations or has permitted its employees, agents, contractors or invitees to act in breach of these Regulations.

3.4 Vehicular access

(a) Vehicular access to the Brisbane Markets is by way of three boom-gated entrances:
  (i) Main Entry
  (ii) Western Entry
  (iii) Curzon Street Entry.

(b) Tailgating by Vehicles through the boom-gated entrances is prohibited.

(c) See the Traffic Management Plan for more information on the operating times of the boom-gated entrances.

3.5 LPR technology

(a) BML employs LPR technology at the boom-gated entrances of the Brisbane Markets. Tenants, Buyers, Growers/Small Growers and Transporters may apply to BML to have their Vehicles LPR registered to provide these Vehicles with automated access to the Brisbane Markets (LPR registration) subject to their Access Category and in accordance with this clause.

(b) LPR registration is subject to several conditions as determined by BML from time to time in its absolute discretion, including a requirement that evidences registration and/or insurance of the Vehicle. BML may ask for confirmation of ownership or insurance of a Vehicle at any time.

(c) All other Vehicle access to the Brisbane Markets is by Access Card or is subject to an Authorised Officer, in its absolute discretion, permitting entrance.

(d) There are five categories of LPR registration:

(i) Tenant LPR Vehicle registration

(A) BML will approve applications for LPR Registration from Tenants and Tenant Employees who:

(1) are an Authorised Person

(2) own or drive a lawfully registered and insured Vehicle

(3) licence a Reserved Parking Bay in the Brisbane Markets

(4) comply with BML's conditions for LPR registration.

(B) Tenant Vehicle LPR registration is subject to the annual renewal of the Access Card.

(ii) Tenant Commercial Vehicle (TCV) LPR registration

(A) BML will approve applications for LPR registration for TCVs from Tenants who:

(1) are an Authorised Person

(2) provide to BML confirmation that their TCVs are lawfully registered and insured

(3) provide to BML a Fleet Management Plan where they have five or more TCVs related to the area occupied under the Tenancy Agreement

(4) comply with BML's conditions for LPR registration.

(B) Tenant TCV LPR registration is subject to annual renewal.

(iii) Buyer LPR Vehicle registration

(A) BML will approve applications for LPR registration from Buyers or Buyer Employees who:

(1) are an Authorised Person

(2) own or drive a lawfully registered and insured Vehicle

(3) comply with BML's conditions for LPR registration.

(B) Buyer Vehicle LPR registration is subject to the annual renewal of the Access Card.

(iv) Transporter LPR Vehicle registration

(A) BML will approve applications for LPR registration from Transporters for their Vehicles where the Transporter:

(1) is also a Tenant of the Brisbane Markets; or

(2) licenses a Reserved Truck Parking Bay in the Brisbane Markets; or

(3) licenses curtilage adjacent to a Tenancy Area; or

(4) is Access Approved to enter the Brisbane Markets; and

(5) complies with the Parking Rules under these Regulations; and

(6) complies with BML's conditions for LPR registration; and

(7) owns or drives a lawfully registered and insured Vehicle.

(B) Transporter Vehicle Access is subject to an annual renewal of Transporter Site Access to the Brisbane Markets. Any associated fees relating to access will be required to be paid prior to entry.

(C) A Transporter is not a Buyer, and is not permitted to act as a Buyer.

(D) A Transporter is not permitted to access the Central Trading Area (CTA) during Trading Hours unless BML has provided approval for the access and the Transporter is providing a service of transporting purchased product on behalf of one or more Buyers.

(v) Grower/Small Grower LPR Vehicle registration

(A) BML will approve applications for LPR registration from Growers/Small Growers who:

(1) are an Authorised Person

(2) own or drive a lawfully registered and insured Vehicle

(3) are Access Approved to enter the Brisbane Markets

(4) comply with the Parking Rules under these Regulations

(5) comply with BML's conditions for LPR registration

(6) any passengers in the LPR Vehicle are also an Authorised Person.

(e) With the exception of Transporter LPR Vehicles, an LPR Vehicle may only be used to access the Brisbane Markets where:

(i) the driver of the LPR Vehicle is also an Authorised Person

(ii) any passengers in the LPR Vehicle are also an Authorised Person.

(f) For the avoidance of doubt, the LPR Vehicle driver may be subject to Remedial Actions where passengers in that Vehicle are:

(i) not an Authorised Person; or

(ii) not Bona Fide Visitors.

(g) Any conditions stipulated in LPR registration approved applications are deemed to be obligations under these Regulations.

3.6 Access – Tenants and Tenant Employees

(a) BML's issuance of a Tenant Employee Access Card is conditional upon:

  (i) an assessment and approval process under these Regulations

  (ii) a Tenant submitting to BML on behalf of the Tenant Employee, a properly completed Access Card application form that has been endorsed by the Tenant

  (iii) the Tenant Employee completing a Site Induction

  (iv) BML in its sole discretion being satisfied that the Tenant Employee is a Bona Fide Employee of the Tenant

  (v) BML approving the Access Card application.

(b) The onus of establishing proof to BML's satisfaction that a Tenant Employee is a Bona Fide Employee rests with the Tenant. Until such time that evidence of employment is provided to BML, the Tenant Employee may be prevented from entering the Brisbane Markets. The evidence to be provided by Tenants to BML includes without limitation the following documents:

  (i) a copy of the contract of employment/letter of appointment confirming the relationship between the Tenant and the Tenant Employee

  (ii) a statutory declaration from an authorised representative of the Tenant or Director of the Tenant confirming:

    (A) the Tenant Employee is employed by the Tenant in the ordinary course of the Tenant's business

    (B) the Tenant will ensure that the Tenant Employee is not conducting and will not conduct any business from or in a Tenancy Area for or on behalf of any business (other than the business of the Tenant) in which the Tenant Employee holds an Interest.

(c) If Tenants fail to provide the evidence to BML within the required time period, BML will treat the Tenant Employee as not being Bona Fide and may cancel the Access Card previously issued to the Tenant Employee without any notice to the Tenant.

  BML relies on the information provided by Tenants in determining the Bona Fide status of a Tenant Employee in accordance with these Regulations. BML reserves all rights to decline the application for an Access Card or to cancel an Access Card previously issued where false or misleading Information is provided in respect of:

  (i) an application for an Access Card; or

  (ii) establishing the Bona Fide employment status of an existing Tenant Employee.

(d) A Tenant Employee must not conduct its own separate commercial interests involving the Sale and marketing of its Goods within the Brisbane Markets in direct competition with Selling Floor Tenants and in breach of these Brisbane Markets Regulations and, if these activities are occurring from a Warehouse, it will be in breach of BML's Tenancy Agreement.

(e) Where a Tenant Employee is found to be conducting any business activities from a Tenancy Area in any circumstances other than for or on behalf of the Tenant, BML may, without prejudice to any other rights, act to cancel the Access Card issued to the Tenant Employee and exclude the Tenant Employee from entering the Brisbane Markets for a period of time that will be determined by BML in its sole discretion.

(f) Tenants and Tenant Employees of Selling Floor Tenancies are permitted 24 hour access to the Brisbane Markets and to the Central Trading Area. For the avoidance of doubt, Tenant Employees who are engaged specifically to Sell Goods for the Tenant, may access the Central Trading Area to acquire Goods prior to the Commencement of Trading. BML may refuse to recognise a Tenant Employee as being permitted to access the Central Trading Area pursuant to this clause if the Tenant Employee is also a Buyer acting for another unrelated party.

(g) Tenants and Tenant Employees who are not Selling Floor Tenants are permitted 24 hour access to their Tenancy Areas but are excluded from the Central Trading Area until the Commencement of Trading.

(h) Tenants must promptly notify BML in writing of any changes to the employment status of their Tenant Employees and, in the event of terminating the employment of a Tenant Employee, as soon as possible following that termination, to ensure any access to the Site is promptly cancelled.

(i) At BML's request, each Tenant must:

  (i) provide an update on the details of their Tenant Employees, Service Providers and any other authorised personnel engaged by the Tenant including but not limited to the following information:

    (A) name

    (B) position

    (C) mobile and email contact details

    (D) Access Category

    (E) confirmation of employment status.

  (ii) Tenants must ensure that their Tenant Employees complete:

    (A) BML's Site Induction annually

    (B) BML's Forklift Induction, if the Tenant Employee is required to operate a Forklift at the Brisbane Markets.

3.7 Access – Buyers

(a) BML's issuance of an Access Card to a Buyer is conditional upon:
  (i) a Buyer submitting to BML a properly completed Access Card application form for a Buyer that has been endorsed by Brismark, including the registration by Brismark of a Buying Brand
  (ii) BML approving the Access Card application.

(b) Each Buyer must:
  (i) renew their Buyer registration annually
  (ii) complete BML's Site Induction annually
  (iii) complete BML's Forklift Induction, if the Buyer is required to operate a Forklift at the Brisbane Markets.

(c) A Buyer, who is not a Tenant, may only consolidate Goods during Trading Hours:
  (i) in a Parking Bay licensed to the Buyer by BML; or
  (ii) under a Tenant's Tenancy Area awning where this is agreed to by the Tenant; or
  (iii) within an area of 100 m^2 or less in a Tenant's licensed Tenancy Area where this is agreed to by the Tenant and subject to their compliance with all BML Site safety requirements.

  For the avoidance of doubt, where an occupancy arrangement under this clause meets the definition of a "Sublease" in the Leasing Consent Policy, then, a formal application for that Sublease must be made to BML and is subject to BML's Policy requirements.

(d) Where a Buyer is a company, corporation, body corporate, association, firm, business or partnership (Buyer Entity), the Person, or Persons, jointly and severally, in charge of the Buyer Entity is or are responsible for the compliance with the Regulations of any Employee of the Buyer Entity provided with an Access Card.

(e) While within the Brisbane Markets, a Buyer is prohibited from buying or making arrangements to buy Goods from any Warehouse Tenant or Supplier or any other Person, except where that Tenant, Supplier or other Person is also a Selling Floor Tenant.

3.8 Access – Buyers' Material Handling rules

(a) Only Buyers with a current Materials Handling Account for hire pallets may use hire pallets for the transport of palletised Goods to and from the Brisbane Markets. To avoid doubt:
  (i) Buyers must only use hire pallets that are owned by the Materials Handling Operator with which the Buyer has a Materials Handling Account.
  (ii) Buyers who do not have a Materials Handling Account are not permitted to enter the Brisbane Markets with empty hire pallets unless they have a:
    (A) Materials Handling arrangement with a Tenant who holds a Materials Handling Account; or
    (B) Materials Handling arrangement with a Transport company who holds a current Materials Handling Account.

(b) Early Access to the Brisbane Markets is restricted to Buyers who meet the requirements of clause 3.8 (a) or who provide a statutory declaration confirming that the Buyer does not use hire pallets to transport Goods with the onus of proof in respect of establishing (to BML's satisfaction) evidence of these arrangements resting with Buyers.

(c) BML may, at any time, require Buyers to provide evidence of their Materials Handling arrangements. Buyers must provide such evidence to BML within seven days of receiving a request in writing from BML. If Buyers fail to provide satisfactory evidence to BML within seven days of written notice, BML may cancel the Access Card issued to Buyers without any notice.

(d) BML relies on the information provided by Buyers in support of their application for Early Access. Where Buyers provide false or misleading application information, BML reserves all rights to decline the application for Early Access and/or cancel any Access Card previously issued to Buyers. In this event, any fees relevant to Early Access and Access Cards that have been paid are non-refundable.

(e) All Buyers who hold a Materials Handling Account must promptly return hire pallets to either:
  (i) a Tenant or a Person who has a Materials Handling Account; or
  (ii) to an authorised pallet receival depot.

(f) The removal, theft, trade in stolen pallets, and delivery of empty hire pallets to the Brisbane Markets by Persons who do not hold a Materials Handling Account or the otherwise unauthorised use of hire pallets within the Brisbane Markets is absolutely prohibited.

3.9 Access – Service Providers

(a) Prior to accessing the Brisbane Markets, Service Providers must apply to BML for access approval. Where BML does not consent to a Service Provider's application for access approval, Service Providers and their employees will not be permitted access to the Brisbane Markets or access into Tenancy Areas to conduct works. Any associated fees relating to access will be required to be paid prior to entry.

(b) The approval of access by BML to the Brisbane Markets for a Service Provider is subject to:
   (i) a Service Provider submitting to BML a properly completed online Service Provider Registration application that includes all relevant information uploaded
   (ii) the Approved Service Provider only registering their employees for Site Access, and not registering any other Person or subcontractor for Access
   (iii) the Approved Service Provider employee completing BML's Site Induction as relevant to a Service Provider
   (iv) BML providing its conditional consent in its sole discretion to the access application
   (v) the Approved Service Provider completing an annual renewal to continue as an Approved Service Provider to the Site which will include the payment of any relevant access fees
   (vi) the Service Provider not accessing the Central Trading Area and not acting as a Buyer.

(c) Where BML grants conditional access to the Brisbane Markets to a Service Provider, the Service Provider and the Service Provider employee must comply with the requirements of these Regulations and all Policies.

3.10 Access – Labour Hire

(a) Prior to accessing the Brisbane Markets, a Labour Hire Business must apply to BML for access approval. Where BML does not consent to a Labour Hire Business for access approval, the Labour Hire business will not be permitted access to the Brisbane Markets. Any associated fees relating to access will be required to be paid prior to entry.

(b) The approval of access by BML to the Brisbane Markets for a Labour Hire Business is subject to:
   (i) a Labour Hire Business submitting to BML a properly completed online Labour Hire Business registration application that includes all relevant information uploaded
   (ii) the Labour Hire Business must be a legally registered and licensed Labour Hire entity (to the extent required by any Law)
   (iii) the Approved Labour Hire Business registering their employees for Site Access
   (iv) the Approved Labour Hire Business employee completing BML's Site Induction as relevant to a Labour Hire Business
   (v) BML providing its conditional consent in its sole discretion to the access application
   (vi) the Labour Hire Business completing an annual renewal to continue as an Approved Labour Hire Business to the Site which will include the payment of any relevant access fees.

(c) Where BML grants conditional access to the Brisbane Markets to a Labour Hire Business, the Labour Hire Business and the Labour Hire employee must comply with the requirements of these Regulations and all Policies.

3.11 Access – Transporters

(a) Prior to accessing the Brisbane Markets, a Transporter must apply to BML for access approval. Where BML does not consent to a Transporter's application for access approval, their Vehicles and their employees will not be permitted access to the Brisbane Markets or may be given conditional approval as communicated in writing.

(b) The approval of access by BML to the Brisbane Markets for a Transporter is subject to:
   (i) a Transporter submitting to BML a properly completed online Transporter registration application that includes all relevant information uploaded
   (ii) the Transporter registering their Vehicles for Site Access
   (iii) the Transporter providing their fleet in the Transporter Portal to ensure that all Vehicles entering the Markets are granted LPR
   (iv) BML reserves the right to vary or disable access to Vehicles that do not meet the criteria for the use intended under this access
   (v) the Approved Transporter completing an annual renewal to continue as an Approved Transporter to the Site which will include the payment of any relevant access fees.

(c) A Transporter must maintain an up-to-date list of Vehicles within BML's Transporter Portal in order for these Vehicles to be granted access as a LPR Vehicle.

(d) Where BML grants conditional access to a Transporter, the Transporter and the Transporter employee or Subcontractor must comply with the requirements of these Regulations and all Policies.

(e) A Transporter and their employees are not permitted to undertake buying activities and are not permitted access to the Selling Floor during Trading Hours.

(f) Where an Approved Business has access provided as a Transporter and also as a Buyer, the access rights provided as a Buyer must be in strict compliance with clause 3.7.

(g) Any approval or conditional approval granted may be varied or withdrawn at the discretion of BML.

3.12 Access – Visitors

(a) Prior to accessing the Brisbane Markets, all Visitors must be pre-registered by Tenants with BML prior to the date of visit by completing an online Visitor registration application. Entry to the Brisbane Markets is subject to:

(i) the Tenant advising their purpose for the Visitor/s accessing the Brisbane Markets

(ii) the Tenant fully completing the Visitor registration form

(iii) the Tenant registering the Visitor/s at least one business day prior to their Visitor/s accessing the Brisbane Markets

(iv) Visitors wearing PPE and HVSG and enclosed shoes

(v) Pedestrian access for the Visitor/s being via the Fresh Centre from 5:30am to 2pm, Monday to Friday. Tenants are required to collect their Visitors from the Site Service Centre and escort them to their Tenancy Area

(vi) any requested Vehicle entry will only be permitted outside of Trading Hours. Visitor Vehicle access via LPR automated boom gate access will be provided at the Main Entry from 9am to 2pm, Monday to Friday

(vii) agreement to any conditions stipulated by an Authorised Officer and compliance with these Regulations, the General Terms and Conditions of Entry and other requirements determined by BML from time to time.

3.13 Restriction or cancellation of access

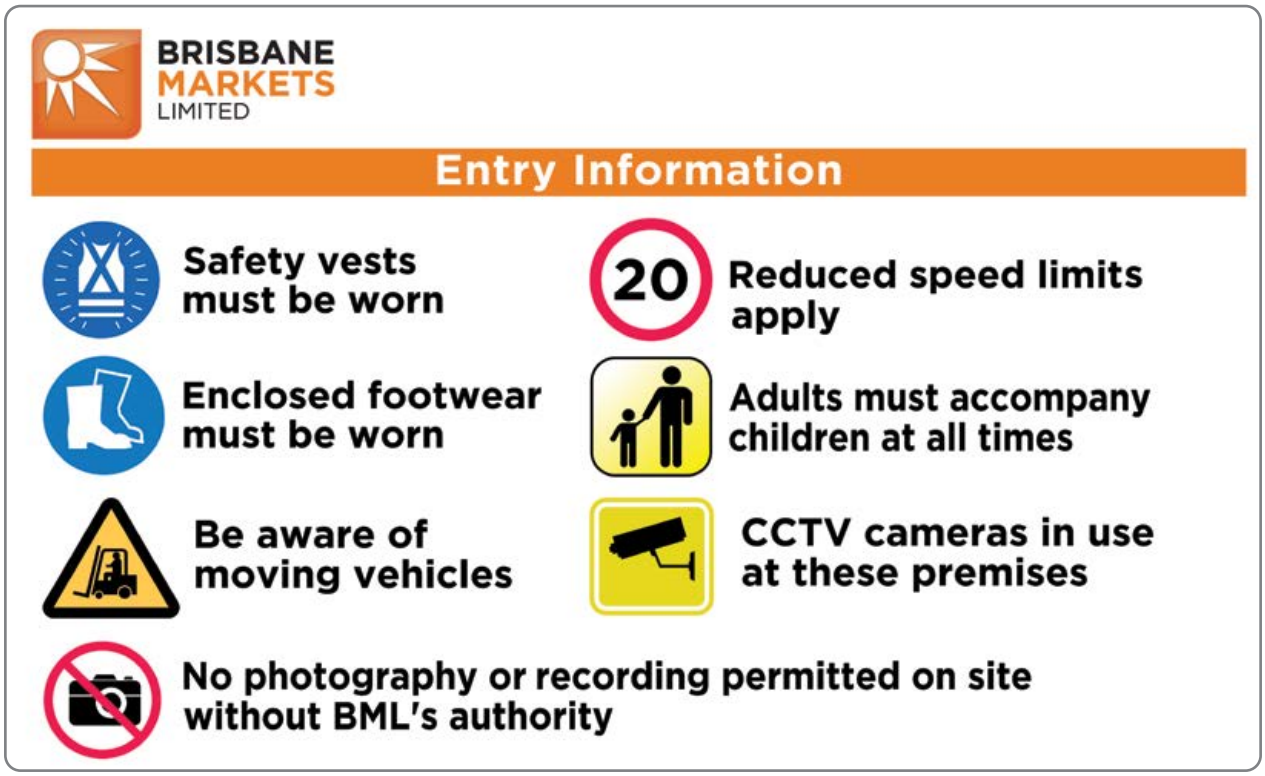
(a) BML reserves the right to cancel access, or restrict or amend any previously approved access arrangement provided to any Access Approved Person at any time if:

(i) a Tenant held a Tenancy Agreement with BML which has expired and will not be renewed

(ii) a Tenant holds a Tenancy Agreement which has been terminated by BML, due to a breach of the Tenancy Agreement by the Tenant. In such instance, BML will have the right to cancel at will all access arrangements to all Persons associated with the Tenant, including Tenant Employees

(iii) a Person is in breach of any Policy or the Access Control Rules or Conduct Rules as set out in Sections 3 and 4 of these Regulations

(iv) a Person is in breach of these Regulations as set out in Section 10.1 Remedial Actions.



SECTION 4 CONDUCT RULES

4.1 Prohibited conduct

(a) A Person must not, while in the Brisbane Markets:

(i) engage in anti-social or otherwise offensive behaviour

(ii) damage or wilfully abuse any property belonging to BML or any other Person

(iii) do anything or occupy any Common Area for activities that BML in its absolute discretion considers inappropriate

(iv) deposit or dispose of any Waste in any place except bins or receptacles provided to, or organised by or on behalf of that Person, or such other industrial Waste bin or receptacle provided generally for that purpose

(v) cause or direct Waste (as determined in the sole discretion of an Authorised Officer) to be deposited in Common Areas except in accordance with these Regulations

(vi) operate a Pallet Jack on any Road within the Brisbane Markets

(vii) bring into, possess, control, drive or operate any unregistered or uninsured Vehicle in the Brisbane Markets if that Vehicle is required to be registered under any law to be driven

(viii) bring into, possess, control, drive or operate any Vehicle in the Brisbane Markets that is not required to be registered by law unless an insurance policy is in place to cover such Vehicle in respect of public liability risks

(ix) operate a Vehicle while the Person is unlicensed to drive under any law, or operate a Vehicle in an unsafe or dangerous manner (as determined by an Authorised Officer in their absolute discretion) or at a speed in excess of the speed limit that applies to the Road on which the Person is driving

(x) operate a Forklift in the Common Areas of the Brisbane Markets unless they hold a valid Forklift Operating Permit (FOP) and, for the avoidance of doubt, may not operate a Forklift in the Common Areas if their FOP has been suspended and/or cancelled by BML

(xi) operate a Forklift or perform a High Risk Activity while Intoxicated

(xii) bring or allow any animal into the Brisbane Markets (except as permitted to do so by Law)

(xiii) smoke any substance, cigarette, cigar, pipe, vape or other device in any area of the Brisbane Markets that is a Designated Non-Smoking Area or in any area where smoking is prohibited under Law

(xiv) use any equipment including Forklifts, Vehicles or any other item (the Equipment) without the authority of the Owner or the Lessee of the Equipment

(xv) record and/or publish any images of Persons within the Brisbane Markets without the prior consent of that Person

(xvi) record and/or publish any images of:

(A) property, services or infrastructure within the Brisbane Markets without the authority of an Authorised Officer

(B) any incident, accident or event within the Brisbane Markets without the authority of a BML Authorised Officer.

(xvii) commit any unlawful act or otherwise act in a manner which may (in the absolute discretion of BML) adversely affect:

(A) the health or safety of a Person, themselves or the property of others; or

(B) the reputation of the Brisbane Markets within the fruit, vegetable and flower industries and any other associated industry.

(xviii) do anything (including operating a Vehicle, radio, loudspeaker or any other electronic amplifying equipment) in a way that in the sole discretion of an Authorised Officer causes excessive noise and must do all such things as the Authorised Officer may require to minimise or remove such noise.

The operation of this clause is without prejudice to the obligations of a Person under a Tenancy Agreement.

4.2 Unlawful acts

(a) BML reserves all rights to:

(i) report any unlawful acts committed within the Brisbane Markets to any relevant authority

(ii) provide any CCTV footage or other recorded images of unlawful acts to any relevant authority

(iii) engage an agency to carry out alcohol and drug tests on Forklift and Vehicle Operators in the Brisbane Markets where BML has reasonable grounds to believe that Forklift and Vehicle Operators are in breach of the prohibition described in 4.1 (a)(xi).

4.3 Conduct of business

(a) A Tenant must not:

(i) Sell or offer for Sale and deliver any Goods as part of a sale from any part of the Brisbane Markets to any Buyer or other Person within these Brisbane Markets unless that Tenant is a Selling Floor Tenant

(ii) Sell Goods outside of the Trading Hours. However, a Selling Floor Tenant will not be in breach of these Regulations where it Sells Goods to another Selling Floor Tenant; or

(iii) Sell any Goods to a Buyer or other Person in the Brisbane Markets except:

(A) from a Selling Floor Tenancy Area

(B) where the Goods have been approved by BML for Sale from a Selling Floor Tenancy Area in accordance with the Permitted Use clause under a Tenancy Agreement and in accordance with the Sale of Ancillary Products Policy.

(iv) Sell and/or deliver any Goods that BML has prohibited for Sale in the Brisbane Markets

(v) Sell any Goods by auction or advertise a Sale by auction within the Brisbane Markets.

(b) The Sale and delivery as part of a sale of Goods to Buyers or other Persons (including a Person who is not a Tenant) who are on or in the Brisbane Markets is absolutely prohibited unless the Sale or delivery is made by a Selling Floor Tenant.

(c) Storage and Display of Goods

(i) A Person must not stack, store or display any Goods or permit any Goods to remain upon any Road or other Common Area in the Brisbane Markets except in a Designated Storage Space or Designated Display/Consolidation Area.

(ii) To avoid doubt, a Tenant must not display Goods for Sale within the Brisbane Markets unless that Tenant is a Selling Floor Tenant and Goods are displayed from a Selling Floor Tenancy Area, Trading Out Area or Designated Display/ Consolidation Area.

(iii) Without limiting any other prohibition contained within these Regulations, a Person must not Sell, offer for Sale or solicit in any manner the Sale or purchase of any Goods on any Road, Parking Bay, Common Area or any other area within the Brisbane Markets.

SECTION 5 TRAFFIC, PEDESTRIAN AND VEHICLE RULES

5.1 Traffic Management Plan (TMP)

(a) BML's TMP is attached to these Regulations and provides an overview and description of the Traffic Controls that apply to the Common Areas at this Site. The TMP is to be read in conjunction with these Regulations and the Traffic Rules in this Section.

5.2 Pedestrian and Vehicle rules

(a) Pedestrian Rules

(i) The Pedestrian Rules apply to any Person who accesses the Site including any Authorised Person who is traversing the Site by foot, and includes a Tenant, Tenant Employee, Service Provider, Buyer, Labour Hire Business employee, Visitor, BML Employee and any Person who is trespassing at the Site.

(ii) An Authorised Person may access the Brisbane Markets through authorised access control points. Access Cards must be used at the Proximity Readers at each entrance point.

(iii) The Pedestrian Rules apply to any Common Area or hardstand area of the Site.

(iv) A Pedestrian must:

(A) take reasonable care for their own health and safety

(B) ensure that their acts or omissions do not adversely affect the health and safety of others

(C) ensure that they are wearing high visibility clothing (HVSG)

(D) remain vigilant and aware of their surroundings at all times when in any Common Area

(E) give way to all moving Vehicles and plant

(F) use marked Walkways and Pedestrian Crossings where provided

(G) cross a roadway only at a designated Pedestrian Crossing point, or where none exists, directly where it is safe to do so

(H) where marked Walkways or Crossings are not available:

(1) walk on the roadway facing oncoming traffic

(2) cross by the shortest and safest route

(3) do not cross on corners or intersections.

(I) use designated Pedestrian entry and exit points and must not walk through boom-gated entry and exit points

(J) exercise caution when walking near pallets, stacked goods, or other objects or structures that may obstruct visibility

(K) not assume that a Forklift or Vehicle Operator can see them and must make and maintain eye contact with the Operator before crossing their path

(L) where Reasonably Practicable to do so, maintain a minimum distance of three metres from any operating Vehicle or Forklift

(M) not enter areas where Forklifts or other Vehicles are actively loading or unloading, unless authorised

(N) not use a mobile phone or other handheld electronic device while walking in a Common Area, except when stationary and clear of all traffic areas

(O) not wear headphones, earbuds, or any device that may impede hearing approaching Vehicles, plant, or instructions from Authorised Officers

(P) comply, so far as reasonably able, with any reasonable instruction or lawful direction given by an Authorised Officer

(Q) comply with all signage prohibiting Pedestrian Access.

(b) Pedestrian Walkways

(i) Vehicle Operators must exercise caution while approaching and/or crossing over Pedestrian Walkways and must only:

(A) travel in a straight line at right angles to the Pedestrian Walkway

(B) cross the Pedestrian Walkway for the sole purpose of entry to or exit from a Tenancy Area or a Loading Zone.

(c) Pedestrian Crossings

(i) Without exception, all Vehicles must give way to Pedestrians crossing Roads via Pedestrian Crossings.

(ii) Pedestrians must practice due care while walking on Pedestrian Crossings or on Pedestrian Conflict Zones.

(d) Pedestrian Walkway – Central Trading Area

(i) Forklifts and other Vehicles are prohibited from entering the Central Trading Area Pedestrian Walkways adjacent to Buildings B, C and D between 6am and 8am each Trading Day.

(ii) Outside of these times, Forklifts and other Vehicles must:

(A) treat the Central Trading Area Pedestrian Walkways as if these were a Shared Zone

(B) travel in a straight line at right angles to the Central Trading Area Pedestrian Walkways

(C) cross the Central Trading Area Pedestrian Walkways for the sole purpose of entry to or exit from a Selling Floor Tenancy Area.

(e) Vehicle Rules

(i) The Brisbane Markets includes areas that are classified as a "Road" in accordance with Queensland Road Rules.

(ii) Where a Road at the Brisbane Markets is "open to or used by the public", it is considered to be a "Public Road" under the Queensland Road Rules, and such relevant rules are applicable to the use of such a Road.

(iii) Where a Road at the Brisbane Markets is not considered to be a Public Road under Queensland Road Rules, BML may apply the rules that are applicable to the Brisbane Markets to that Road.

(iv) To provide guidance in relation to the rules that are considered to be applicable to Roads within the Brisbane Markets that are not a "Public Road", a document titled "Road Rules" (pages 61-136) has been adopted in respect of the road rules that are applicable to the Brisbane Markets (where the Road is not considered to be a Public Road). Visit https://go.brisbanemarkets.com.au/roadrules.

(v) All Vehicle Operators must comply with the Queensland Road Rules (as applicable) and the signed speed limits which apply to this Site including securing loads to Vehicles (Load Restraint Laws).

(f) Shared Zone - Central Trading Area

(i) The Shared Zone is a demarcated area that may be used by Pedestrians and Vehicles. While in the Shared Zone, Pedestrians:

(A) must use designated Walkways and Crossings where available

(B) must exercise caution in the Shared Zone when crossing between Selling Floors, accessing Parking Bays or accessing their Vehicles

(C) must remain alert to cars, trucks and Forklifts operating in the area

(D) should avoid approaching operating Forklifts until they have signalled the Operator and the Forklift is at a complete stop.

(ii) All Persons who operate a Vehicle or operate a Forklift in a Shared Zone must:

(A) adhere to the designated site speed limit of 10 km/h

(B) drive according to prevailing conditions and in compliance with Queensland Road Rules (where applicable) or otherwise in compliance with the Road Rules applicable to the Brisbane Markets

(C) give way to Pedestrians, be vigilant and take necessary precautions to prevent any collisions

(D) not use Buyer Bays as a means of accessing other areas instead of designated roadways.

(g) Selling Floor Loading Zones

(i) The Selling Floor Loading Zones may be used by Buyers and other Authorised Persons to load and unload Goods.

(ii) Vehicles must not encroach onto the:

(A) Pedestrian Walkways adjacent to the Selling Floor Loading Zones unless those Vehicles are entering or leaving a Selling Floor Loading Zone

(B) Roads unless those Vehicles are entering or leaving a Selling Floor Loading Zone.

(h) Vehicle Operator Rules

(i) A Vehicle Operator must:

(A) not wilfully obstruct, hinder, or prevent free passage of a Pedestrian or Vehicle in the Brisbane Markets

(B) not operate or leave running any refrigeration motor mounted on a Vehicle, Trailer or container except with the prior approval of BML and then only at such place and during such times as determined by BML

(C) observe and comply with all signs on any part of the Brisbane Markets

(D) comply with any signal, order or direction given by an Authorised Officer for regulating or directing traffic, or for any other purpose

(E) give way to all other Vehicles and Pedestrians when entering a Road from any place other than another Road

(F) give way to all Vehicles proceeding in the opposite direction along the Road and to all Pedestrians when making a right-hand turn to leave a Road to enter a Tenancy Area, land or buildings abutting that Road

(G) give way to all Pedestrians when making a left-hand turn to leave a Road to enter a Tenancy Area, land or buildings abutting that Road

(H) while parking, standing and driving a Vehicle in the Brisbane Markets, comply with and observe the provisions of all Queensland Road Rules relating to the same

(I) not wash a Vehicle or carry out any repairs, servicing, mechanical or other work to a Vehicle except in an area designated from time to time by BML for that purpose

(J) not effect an emergency repair to a Vehicle in the Brisbane Markets without taking adequate precautions to prevent Waste or prescribed contaminants spilling or dropping upon a Road or other part of the Brisbane Markets

(K) immediately report to an Authorised Officer the spillage of any Waste or prescribed contaminants at the Brisbane Markets and take immediate necessary steps to control and contain the spillage

(L) reimburse BML for any associated cost of cleaning any spillage and the costs of any penalty imposed by a relevant authority

(M) not exceed the 20 km/h speed limit that applies on a Road, the 10 km/h speed limit that specifically applies to the Central Trading Area or the 10 km/h speed limit that applies to any Common Area that is not on a Road

(N) secure all loads when transporting within the Brisbane Markets, crossing Sherwood Road at intersections adjacent to the Main Entry and Western Entry, or leaving the site. This includes, but is not limited to:

(1) securely wrapping loads being transported by Forklifts

(2) closing side curtains, gates and/or rear doors on Trucks.

(O) ensure that there is always a setback distance between the edge of a Road and a Vehicle parked in a Common Area.

(i) Report Vehicle Accidents

(i) Any Vehicle Operator involved in an accident within the Brisbane Markets (whether or not it involves injury to or death of a Person or damage to property) must:

(A) immediately stop the Vehicle

(B) remain at the scene of the accident and, as soon as possible, provide to an Authorised Officer their name and address and also the name and address of the owner of the Vehicle involved in the accident together with details on:

(1) any Person injured as a result of the accident

(2) the driver of any other Vehicle involved in the accident

(3) the owner of any property damaged.

(C) provide a detailed written report of the accident or incident to BML and any other relevant authority in the format required within 24 hours of the accident or sooner if required by BML.

5.3 Parking rules

(a) Parking – Passenger Vehicles

(i) A Person must not park or leave a Vehicle on any area in the Brisbane Markets unless the Vehicle is parked in a Reserved Parking Bay which has been licensed to that Person or that Person's Tenant Employer.

(ii) All Vehicles must be parked wholly within a Parking Bay and must not encroach on an adjacent Parking Bay or Common Area.

(iii) Any Road Registered Vehicle, including mobile plant and machinery, that parks at Brisbane Markets (excluding inside Tenancies) is to be parked in an approved location with engine turned off, the park brake correctly engaged to prevent any unintentional movement (wheel/s rolling movement or roll away), and keys removed from the ignition.

(iv) An Access Approved Service Provider may park their Vehicle in the Licensed Area of the Tenant to which they are undertaking works with the consent of the Tenant.

(b) Reserved Parking Bays

(i) An Authorised Person may apply to BML to licence a Reserved Parking Bay with the issuance of a licence conditional upon:

(A) the submission of a properly completed licence application form

(B) BML approving the licence application form

(C) the Authorised Person complying with the terms of the licence for the Reserved Parking Bay.

(ii) If a Person is excluded or otherwise has their Access Card revoked, any licence issued to that Person for a Reserved Parking Bay in the Brisbane Markets is deemed to automatically end.

(c) Parking - Tenant Commercial Vehicles

(i) A Tenant or Tenant Employee may only park Commercial Vehicles:

(A) in a designated Parking Bay for Commercial Vehicles

(B) within the confines of a Tenancy Area.

(ii) During Trading Hours, Commercial Vehicles that are actively being used to cart or deliver Goods to or from the Brisbane Markets may be parked in the Selling Floor Loading Zones.

(iii) Where a Tenant owns or controls five or more Commercial Vehicles, Tenants are required to prepare, submit to BML and once approved, implement and comply with a Fleet Management Plan. The Fleet Management Plan must as a minimum provide strategies for controlling the Commercial Vehicles while they are in the Brisbane Markets including without limitation, approved Parking arrangements.

(d) Parking - Buyers

(i) A Buyer may apply to BML to licence a Reserved Parking Bay in the Covered Unloading Area with the issuance of a licence conditional upon:

(A) the submission of a properly completed licence application form

(B) BML approving the licence application form

(C) the Person complying with the terms of the licence for the Reserved Parking Bay.

(e) Parking - Heavy Vehicles

(i) A Person who drives a Heavy Vehicle into the Brisbane Markets must not park the Vehicle, detach the Trailer or a container, or park, stand or leave the Trailer or container in the Brisbane Markets without the prior approval of an Authorised Officer, and then only at such places and/or pursuant to such conditions as approved or licensed for that purpose by BML and after having paid the prescribed fee to BML for the right to do so.

(ii) Without limiting the rights of BML under these Regulations in respect of any infringement, if the Regulation in clause 5.3 (e) (i) is breached, then BML (and any Authorised Person) is authorised without notice to tow away or otherwise move the Heavy Vehicle, Trailer or container to a Site within the Brisbane Markets (or elsewhere, as determined by BML in its sole discretion) and on the basis that it is only released by BML after payment by the Person responsible for the Vehicle of all Costs incurred by BML in the removal of the Heavy Vehicle, Trailer or container.

(iii) The parking of any Trailer or the placement of any container on the surface of any Road within the Brisbane Markets must be done in a manner which does not damage the surface of the Road. This includes, for example, the placement and use of wooden supports of sufficient strength to bear the weight under Trailer legs, and the removal of the same after use.

(iv) An Articulated Vehicle must not enter the Central Trading Area of the Brisbane Markets during Trading Hours.

(v) BML prohibits transport Vehicles or Trailers from being parked at the Brisbane Markets unless the Person who owns or controls the transport Vehicle or Trailer:

(A) parks the transport Vehicle or Trailer in a designated Truck Parking Area for a period not longer than eight hours in any 24 hour period

(B) has prior authorisation from BML to park the transport Vehicle or Trailer in the designated Truck Parking Area for a period longer than eight hours

(C) licenses a Reserved Parking Bay at the Brisbane Markets for that Vehicle or Trailer.

(vi) Where a Heavy Vehicle is parked at a location in the Common Area of the Site and does not comply with these Parking Rules, BML may levy charges as considered to be appropriate in BML's absolute discretion as permitted under Section 10 of these Regulations.

(vii) BML prohibits access to the Brisbane Markets by Heavy Vehicle configurations, Common Type 1 and 2 Road Trains.

5.4 Delivering and unloading rules

(a) A Person undertaking loading or unloading activities must ensure that Goods, pallets and other materials that are placed in a Common Area are a distance of at least 1.2 metres from the edge of the Road.

(b) Rules apply to the delivery of Goods to Tenants within the Brisbane Markets. Goods may only be delivered to Tenants who are the consignee of the Goods and who will directly use, store, distribute or re-Sell the Goods as permitted under their Tenancy Agreement.

(c) The Person delivering the Goods must produce on request from an Authorised Officer, a completed manifest (in a form approved by BML) containing the name and address of the consignor, the consignee, the type and quantity of Goods and any other information requested by BML relating to the Goods.

(d) Vehicle Inspections

(i) At the request of an Authorised Officer, the owner or driver of a Vehicle within the Brisbane Markets must:

(A) move the Vehicle from any place to another place

(B) remove the Vehicle from the Brisbane Markets

(C) open any Vehicle doors and Vehicle compartments required by the Authorised Officer

(D) move any Goods in or on the Vehicle

(E) provide information and documents including without limitation the type, origin or designation of the Goods in or on the Vehicle, so far as this is known to the driver.

(e) Unloading - General

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

(A) the Person is an Unloading Service Licensee

(B) the Person is authorised in writing by BML

(C) the Goods are intended to be Transhipped ultimately to a destination outside of the Brisbane Market to a Person who is not a Tenant except where permitted under these Regulations

(D) the Goods being unloaded at any Tenancy Area are approved under the Permitted Use of the Tenancy Agreement including any consent or approval issued by BML extending to the Goods authorised for that Tenancy Area

(E) the unloading otherwise complies with this Section

(F) when any road registered Vehicle is not under direct driver control while performing any loading or unloading, it is to be parked in an approved location with engine turned off, the park brake correctly engaged in a manner that prevents any wheel/s rolling movement or roll away and keys removed from the ignition to prevent any unauthorised use

(G) the unloading is otherwise permitted by clauses 5.4 (f), (g) or (h).

(f) Unloading - Tenant (Non-Transporter)

(i) A Tenant must not unload Goods or accept the delivery of unloaded Goods unless:

(A) the Tenant is the consignee of the Goods

(B) the unloading is carried out at the Tenant's Tenancy Area and the Goods are stored or placed within the confines of the Tenancy Area

(C) all unloading undertaken by the Tenant is at the sole risk and responsibility of the Tenant

(D) the Goods are intended to be Transhipped ultimately to a destination outside of the Brisbane Markets to a Person who is not a Tenant except where permitted under these Regulations.

(ii) Despite the provisions of this clause, a Tenant Unloader may unload Goods for, and on behalf of, another Tenant, with the authority of that Tenant, on a periodic and ad hoc basis subject to the Tenant Unloader not seeking nor accepting any fees, charges, rewards or contra arrangement for unloading those Goods.

(g) Unloading – Transporter Tenant

(i) A Tenant who is a Transporter is only permitted to receive Goods into their Tenancy where these Goods are unloaded from a Vehicle owned and registered to the Tenant or a Vehicle owned by a valid subcontractor to the Tenant.

(ii) A Tenant who is a Transporter, may:

(A) receive Goods consigned to the Transporter Tenant into their Tenancy Area

(B) receive Goods into their Tenancy Area where one or more Tenants are the consignee of the Goods and may choose to deliver the Goods to the Tenant

(C) receive Goods into their Tenancy Area where the Goods are consigned to a Person who is not a Tenant, and the Transporter Tenant may subsequently deliver the Goods to the Person who is not a Tenant at a destination not located at the Site

(D) allow Goods to be collected from their Tenancy Area by a Tenant but is prohibited from allowing collection of Goods by a Buyer, Transporter, or any other Authorised Person

(iii) Any activities conducted by a Transporter Tenant that are not included in clause 5.4 (g) (i) or 5.4 (g) (ii) are prohibited.

(h) Driver Unloading

(i) The driver of a Vehicle delivering Goods into the Brisbane Markets must not unload those Goods or allow Goods to be unloaded from their Vehicle unless:

(A) one or more Tenants are the consignees of the Goods

(B) the unloading is carried out at each Tenant's Tenancy Area at the sole risk and responsibility of the Tenant

(C) the Goods are intended to be Transhipped ultimately to a destination outside of the Brisbane Markets to a Person who is not a Tenant except where permitted under these Regulations

(D) the Goods, when unloaded, are stored or placed within the confines of each Tenant's Tenancy Area

(E) the driver or carrier is authorised in writing by each Tenant to unload the Goods and to enter the Tenant's Tenancy Area and use equipment such as a Forklift to unload Goods.

(ii) The driver of a Vehicle delivering Goods must not:

(A) use BML's Common Area or a Tenancy Area (unless that Tenant is the consignee of the Goods) as a staging area for the unloading and delivery of Goods to one or more Tenants

(B) park the Vehicle in any area at the Brisbane Markets other than the Tenant's Tenancy Area or the Truck Holding Area. For the avoidance of doubt, Vehicle drivers must not congest Roads or other Tenancy Areas while waiting to unload Goods or while being unloaded

(C) use a Tenant's Forklift to unload and deliver Goods (unless that Tenant is the consignee of the Goods) to one or more Tenants.

(iii) Where the driver is authorised by a Tenant to use the Tenant's Forklift for unloading, the driver must comply with the Forklift Operating Rules (Section 6.8) in these Regulations. Where there is a requirement to set down Goods that are not consigned to a Tenant to facilitate loading and unloading, those Goods may be set down for a temporary period only and must be promptly reloaded. BML is not liable for any loss or damage to Goods that are set down on a temporary basis within the Brisbane Markets.

5.5 Transhipping rules

(a) Transhipping Prohibitions

(i) Unless otherwise provided by these Regulations, Persons (including Unloading Service Licensees) are prohibited from using the Common Areas and other areas within any of the precincts of the Brisbane Markets as a staging post for the Transhipment of Goods ultimately to a destination outside of the Brisbane Markets to Persons who are not Tenants of the Brisbane Markets.

(ii) Despite the provisions of this clause, a Person (including Unloading Service Licensees) may conduct Transhipping at the Brisbane Markets under:

(A) clause 5.5 (b) of these Regulations; or

(B) the express covenants of any Transhipping Authority granted by BML to the Person.

(b) Transhipping - General

(i) A Transhipping Authority is not required to be held (and a Transhipping fee will not be applied) where from time to time on a periodic and ad hoc basis, a Tenant Transhipps Goods from the Brisbane Markets provided the following conditions are met:

(A) the Transhipping is conducted in a Warehouse Tenancy solely occupied in whole by the Tenant under a Tenancy Agreement in the Tenant's name (the Tenant's Warehouse)

(B) the Transhipping is ancillary to and does not preclude nor overtake the conduct of the Permitted Use of the Tenant's Warehouse

(C) the Transhipping is conducted on a Bona Fide basis and is not (in particular) being conducted by the Tenant on behalf of any other Tenant or occupier of the Brisbane Markets that is not a Warehouse Tenant (for example, a Transporter or Unloading Service Licensee)

(D) Goods destined for Transhipping:

(1) comply with the Permitted Use of the Tenancy Agreement

(2) are delivered directly to the Tenant's Warehouse and are unloaded by the Tenant, an Unloading Service Licensee or other Person authorised by BML within the Tenant's Warehouse and not in any other area or Common Area of the Brisbane Markets

(3) remain in the Tenant's Warehouse and not in any other area or Common Area of the Brisbane Markets until the Goods are loaded onto Vehicles at the Tenant's Warehouse for Transhipment.

(ii) For the avoidance of doubt:

(A) Any activities under this clause must not cause any breaches of the Tenancy Agreement or of these Regulations.

(B) If the conditions for Transhipping under these Regulations are not met, the Tenant is prohibited from conducting any Transhipping.

SECTION 6 FORKLIFT RULES

6.1 Forklift Operating Procedures

(a) A Person must not operate a Forklift, or permit a Forklift to be operated within the Brisbane Markets unless the Forklift driver:

(i) is the holder of a valid High Risk Work Licence (HRWL) and any other licence or permit required under any Law

(ii) is the holder of a valid Forklift Operator Permit issued by BML

(iii) has completed a Forklift Induction within the past 12 months

(iv) has complied with the conditions of any Conditional FOP issued to the Forklift Operator

(v) provides BML with updated licence information upon expiration.

(b) A Forklift must:

(i) be operated by the Person who owns the Forklift or who leases the Forklift (the Forklift owner), or be operated by an employee of the Forklift owner, or a Person authorised by the Forklift owner

(ii) be used solely for the purpose for which it was designed and built

(iii) unless operating a Forklift with a compliant Forklift safety cage, not carry any other Person, other than the Forklift driver

(iv) be BML registered and have a current BML registration label applied to it

(v) be in good working order and free from defects and faults

(vi) not have an altered, adjusted or broken motor governor. The seal must remain affixed to the motor governor

(vii) must not be altered with any temporary or permanent fixture or addition which:

(A) obscures vision and/or

(B) does not meet the manufacturer's handbook in respect of proprietary products.

6.2 Forklift operating requirements

(a) A Person must only use a Forklift or permit a Forklift to be used within the Brisbane Markets when that Forklift is:

(i) registered with BML

(ii) conditionally registered with Queensland Transport, including Compulsory Third Party insurance. For the avoidance of doubt, Forklifts that are operated within a Tenancy Area only, do not need to be conditionally registered with Queensland Transport

(iii) fitted with either a motor governor or speed limiter restricting the maximum speed to 20 km/h, or speedometer

(iv) operated by a Person who holds a current Forklift Operator Permit and who has undertaken a Forklift Induction during the previous 12 months.

(b) There are predominantly two types of Forklifts operated by Persons at the Brisbane Markets:

(i) Liquefied Petroleum Gas (LPG) Forklifts

(ii) Electric Forklifts.

(c) LPG Forklifts – Refuelling Requirements

(i) The requirements under this subclause are subject to AS/NZS 1596 Storage and Handling of LPG (the Australian Standard).

(ii) Tenants who re-fuel Forklifts by way of an LPG cylinder exchange program must:

(A) ensure that their Employees are trained to handle and store LPG cylinders in accordance with the requirements under the Australian Standard

(B) maintain LPG cylinders and relevant handling equipment in accordance with the Australian Standard

(C) store LPG cylinders in a caged area external to their Tenancy Area in compliance with the Australian Standard.

(iii) Tenants or other Persons who re-fuel Forklifts at BML's LPG Refuelling Facility must:

(A) fit their Forklift with an Automatic Fill Limiter (AFL) valve attached to the Forklift to the LPG cylinder

(B) follow any instructions provided relating to the use of the dispensers at BML's LPG Refuelling Facility and operate in accordance with the Australian Standard.

(d) Electric Forklifts

(i) Electric Forklifts do not have to be conditionally registered with Queensland Transport or registered with BML where they are operated solely within Tenancy Areas.

(ii) For the avoidance of doubt, where Electric Forklifts are operated in Licensed Areas, Common Areas or Roads, the requirements of clause 6.3 (a) apply.

(iii) Electric Forklift battery charge areas must meet any requirements under BML's Policies.

6.3 Forklift registration – application requirements

(a) BML's registration of a Forklift is subject to the submission of a properly completed Forklift registration application form. BML may request the following information before approving the application:

(i) evidence of ownership or of a lease of the Forklift with any transfer of the lease or ownership to be notified to BML within five Business Days of the transfer

(ii) a certificate of insurance or other evidence satisfactory to BML establishing that the Forklift is insured under a Forklift Insurance Policy

(iii) current Queensland conditional registration documents

(iv) an inspection certificate in a form and containing Information required by BML in its sole discretion

(v) evidence that the LPG cylinder attached to the Forklift has been fitted with an AFL valve where a Forklift is refuelled at BML's LPG refuelling facility

(vi) any other certificates, approvals or licences required under any law for the operation or use of the Forklift

(vii) evidence that the LPG Forklift has either been speed governed to 20 km/h or that a speedometer has been installed

(viii) payment of the Forklift registration application fee within 14 days after issue of a tax invoice, (collectively referred to hereafter as the Registration Documents).

(b) A Forklift is registered when BML:

(i) processes and approves the Forklift registration application

(ii) allocates a registration number to the Forklift

(iii) issues a BML registration label to a Tenant representative or Person making the application who must attach the label to the Forklift within seven days and ensure that the label is clearly visible.

(c) Period of registration

(i) The registration or the renewal of registration of a Forklift is effective:

(A) on the date of issue of a BML registration label

(B) up to, and including, the expiry of the current registration period.

(ii) Any payment for the renewal of a registration of a Forklift relates to the period commencing on the expiry of the preceding period of registration.

(d) Renewal of registration

(i) Forklift registrations must be renewed prior to the expiry of the current registration period. Registration renewal fees are payable annually in advance.

(ii) The renewal fee is payable when submitting the Forklift renewal application form to BML.

(iii) Registration renewals will only be validated when:

(A) BML's annual registration charge is paid

(B) a completed Forklift registration renewal including all required information is submitted to BML.

(iv) If the above registration conditions are not met prior to the expiry of the current registration period:

(A) the Forklift registration will not be renewed

(B) the unregistered Forklift must not be operated within the Brisbane Markets.

(e) Transfer of registration

(i) A Person who buys, or otherwise acquires, a registered Forklift must apply to BML to transfer the Forklift's registration within seven days of acquisition.

(ii) An application for the transfer of registration must be made to BML in the approved form and accompanied by:

(A) any other amounts due, including fees payable for the renewal of the Forklift's registration

(B) the documents and materials required for registration of a Forklift under this Section.

(C) For the avoidance of doubt, the requirements under this clause also apply to hired Forklifts to be operated within the Brisbane Markets.

(f) Cancellation of registration

(i) A Forklift owner may cancel their Forklift registration at any time on written notice to BML where the Forklift is no longer used in any precinct of the Brisbane Markets. Forklift registration fees are not refundable.

(ii) BML may, by written notice to a Forklift owner, cancel the registration of a Forklift if, in the opinion of BML, there has been a failure to comply with any of the provisions of these Regulations.

(iii) A Forklift registration is deemed to have been cancelled if:

(A) the application for renewal of registration is refused or not made in accordance with the provisions of these Regulations; or

(B) the fees for registration or renewal of registration are not paid by the due date.

(g) Non-conforming Forklifts

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

(ii) If that Forklift does not conform with these Regulations or any law relating to the use and operation of a Forklift, BML may refuse to register or renew the registration or may cancel the registration of a Forklift, at which time BML will require the Forklift to be removed from the Brisbane Markets.

6.4 Forklift Parking

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

(i) within the confines of the Forklift owner's Tenancy Area; or

(ii) in such other place in the Brisbane Markets set aside from time to time for that purpose by BML including the area in front of a Selling Floor.

(b) It is prohibited for a Person to park a Forklift in any manner that blocks access or creates an obstacle to fire exits, emergency equipment, Pedestrian Crossings, Pedestrian Walkways, or Roads.

6.5 Obey an Authorised Officer's direction

(a) An Authorised Officer may require an Operator or Person in charge of a Forklift to state their name and to the best of the Person's knowledge, the name, company and address of the Forklift owner.

(b) An Authorised Officer may require an Operator or Person in charge of a Forklift to present their Forklift Operator Permit.

(c) A Forklift owner or Person to whom an Authorised Officer makes a requirement under this clause must comply with the requirement.

(d) An Authorised Officer may require a Person in charge of a Forklift to cease operating the Forklift if, in the opinion of the Authorised Officer, the use or operation of the Forklift contravenes any of the provisions of these Regulations.

6.6 Liability of Forklift owners and users

(a) The regulation of Forklifts used in any precinct of the Brisbane Markets under these Regulations does not in any way:
   (i) limit or reduce the liability of Forklift owners and Operators for loss, damage, death or injury caused as a consequence of their acts and omissions
   (ii) create a basis upon which BML could be asserted to have assumed any responsibility whatsoever for any such acts and omissions
   (iii) replace or remove the requirement for a Tenant or other Forklift owner or Operator to register or conditionally register any Forklift as required under Legislation.

(b) Forklift owners and Operators indemnify and hold BML harmless in respect of all loss, damage, death or injury caused as a consequence of their acts and omissions concerning Forklifts and their use within the Brisbane Markets.

6.7 Forklift Operator Permit

(a) The issuance of a Forklift Operator Permit is conditional on Forklift Operators:
   (i) completing a Forklift Induction in the past 12 months
   (ii) consenting to participate in Random Testing at the Brisbane Markets as carried out from time to time by BML's Drug and Alcohol Testing Service Provider
   (iii) consenting to participate in Incident Testing as carried out by BML's Drug and Alcohol Testing Service Provider and as a result of an Incident that involves the Forklift Operator's actions at this Site
   (iv) completing an application for a Forklift Operator Permit.

(b) A Forklift Operator Permit will only be issued to Persons who:
   (i) hold a current HRWL issued in Australia
   (ii) enter into a binding agreement with BML to comply with the Forklift Operating Rules and these Regulations
   (iii) complete an application for a Forklift Operator Permit and payment of the same must be made to BML in the approved form and accompanied by a valid HRWL and any other licence or permit required under any Law for the operation or use of a Forklift.

(c) The issuance of a Forklift Operator Permit to a Person who is undertaking a logbook trainee pathway to obtaining a HRWL is conditional upon:
   (i) BML sighting and verifying that the Forklift Operator is a Trainee and has been issued with an approved logbook and training plan prepared by a Registered Training Organisation
   (ii) the Forklift Operator agreeing to produce on demand from BML, the logbook evidencing regular training updates
   (iii) the Forklift Operator agreeing to provide BML with a copy of the certificate of competency on passing the licence test to operate a Forklift
   (iv) the logbook being completed within 60 days of the issue of the Forklift Operator Permit
   (v) the Employer of the Person maintaining supervision of the Person during the logbook period.

(d) Period of a Forklift Operator Permit
   (i) A Forklift Operator Permit or the renewal of a Forklift Operator Permit is effective:
      (A) on issue by BML
      (B) up to and including the expiry of the current registration period.
   (ii) Any payment for the renewal of a Forklift Operator Permit relates to the period commencing on the expiry of the preceding Forklift Operator Permit.

(e) Renewal of a Forklift Operator Permit
   (i) A Person must renew their Forklift Operator Permit:
      (A) before the expiration of the current Forklift Operator Permit
      (B) using the Forklift Operator Permit online renewal form including current HRWL detail.

(f) Cancellation and suspension of a Forklift Operator Permit

(i) A BML Forklift Operator Permit may be cancelled in writing if the Person has ceased to be an Operator or the Person in charge of a Forklift in the Brisbane Markets.

(ii) BML may, by written notice to a Person, suspend their Forklift Operator Permit for a period of time to be determined by BML (in BML's absolute discretion), if in the opinion of BML there has been a failure to comply with any of these Regulations or any law relating to the use and operation of a Forklift.

(iii) A Forklift Operator Permit is deemed to have been cancelled if:

(A) an application for renewal of the Forklift Operator Permit is refused or not made in accordance with this Section

(B) the fees for the Forklift Operator Permit or the renewal of the Forklift Operator Permit are not paid by the due date.

6.8 Forklift Operating Rules

(a) A Forklift Operator must:

(i) have a valid HRWL and Forklift Operator Permit

(ii) obey the direction of an Authorised Officer

(iii) always carry their Forklift Operator Permit while within the Brisbane Markets and produce the same on demand by an Authorised Officer

(iv) always give way to Pedestrians

(v) wear a seatbelt

(vi) observe all speed limits:

(A) 10 km/h in the Central Trading Area

(B) 20 km/h on Roads outside of the Central Trading Area

(C) 10 km/h in a Common Area which is not part of a Road.

(vii) travel on the left side of all Roads in the direction of travel and obey all signs. Where Contraflow Lanes are provided, use the Contraflow Lanes

(viii) where Roads are marked, travel within the Road and not cut corners

(ix) not drive across or within marked exclusion zones

(x) travel with forks approximately 20 cm above the road whether laden or not laden

(xi) not pass other Vehicles travelling in the same direction at intersections, blind spots or other dangerous locations

(xii) drive responsibly

(xiii) not engage in racing, spinning tyres or other unacceptable driving practices

(xiv) travel in a forward direction if no load is being carried, or if a load is being carried which does not obstruct the driver's view or if a load is being driven up gradients

(xv) 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

(xvi) obey all Queensland Road Rules (where applicable) including securing loads to Vehicles (Load Restraint Laws) on designated Roads and otherwise obey all Road Rules applicable to the Brisbane Markets

(xvii) always look in the direction of travel and stay alert

(xviii) maintain safe distances between moving Vehicles

(xix) use indicators where these are fitted to the Forklifts

(xx) not drive on designated Central Trading Area Pedestrian Walkways except when entering or exiting a Tenancy Area and travelling at right angles to the Central Trading Area Pedestrian Walkways. For the avoidance of doubt, Forklifts must not be driven across the Central Trading Area Pedestrian Walkways between 6am and 8am each Trading Day

(xxi) give way when entering Roads

(xxii) not use a hand-held mobile phone

(xxiii) not drive under the influence of drugs or alcohol in accordance with these Regulations

(xxiv) not drive whilst using devices or clothing that impairs the Operator's hearing or vision

(xxv) not operate an LPG, diesel or petrol operated Forklift within a Tenant Warehouse that has been enclosed with insulated panel

(xxvi) attend BML training programs as and when required by BML, including a Forklift Induction

(xxvii) otherwise comply with the Traffic Rules and these Regulations

(xxviii) not smoke any substance, cigarette, cigar, pipe, vape or other device while operating a Forklift

(xxix) ensure that when a Forklift is not under direct driver control, it is to be parked in an approved location with engine turned off, the park brake correctly engaged in a manner that prevents any unintentional movement (wheel/s rolling movement or roll away) and keys removed from the ignition to prevent unauthorised use

(xxx) ensure that only Forklifts included on the Queensland Police Permit are permitted to cross Sherwood Road and that the Operator of the Forklift must carry a copy of that permit on their person/or in the Forklift in addition to their valid driver's licence, a valid HRWL and current Forklift Operator Permit which is required under the permit issued by the Queensland Police to drive a Forklift across Sherwood Road.

SECTION 7 INCIDENTS AND EMERGENCY PROCEDURES

7.1 Report incidents

(a) If an incident, accident, injury or dangerous event (an Event) happens at the Brisbane Markets, then each Person directly or indirectly involved in the Event must report the happening of the Event to the Main Entrance Gate on (07) 3915 4274 or an Authorised Officer immediately after it happens, including Information and details of the Persons involved and the circumstances giving rise to the Event.

(b) Reporting an incident to BML does not relieve any Person of their obligation to notify a regulator under WHS Laws where required.

7.2 Report hazards and risks

(a) A Tenant, Tenant Employee, Buyer or Visitor must immediately report to an Authorised Officer, any hazard or risk they become aware of (for example a fire, a petrol or chemical spill, damage to Asbestos Containing Materials, LPG leak or a bomb threat) affecting any part of the Brisbane Markets or anyone in it.

(b) Every Tenant, Tenant Employee, Buyer and all other Persons must comply with any instruction they are given when there is or may be a hazard or risk (for example a fire, a petroleum fuel or chemical spill, damaged Asbestos Containing Materials, LPG leak or a bomb threat) affecting any part of the Brisbane Markets or anyone in it. This includes any instructions given by an Emergency Services Authority, an Authorised Officer or a fire or evacuation alarm.

(c) If any Person is instructed to leave a Tenancy Area, building or other part of the Brisbane Markets by an Authorised Officer, or Emergency Services Authority, they must:

(i) immediately do so

(ii) not re-enter the Tenancy Area, building or any other part of the Brisbane Markets until an Emergency Services Authority or Authorised Officer permits this to occur.

(d) In responding to any emergency, BML is entitled to close all or part of the Brisbane Markets until BML or a relevant Emergency Services Authority determines that the risk has passed.

7.3 Emergency and evacuation procedures

(a) Fire Detection and Prevention Equipment:

(i) It is prohibited for any Person to wilfully and unlawfully interfere with fire apparatus at the Brisbane Markets.

(ii) Tenants and other Persons must not at any time cause fire escape routes, fire-fighting equipment or services, fire exits and pathways to be blocked or obstructed in any manner.

(b) Fire and Emergency Drills

(i) Every Tenant, Tenant Employee, Buyer and all Markets Users must:

(A) comply with statutory requirements

(B) make sure that they are familiar with BML's safety and emergency procedures

(C) take part in any fire or emergency drill.

(ii) Every Tenant must provide and maintain within their Tenancy Area such fire extinguishers and fire blankets as required or recommended under the appropriate Standards or Codes or required by BML's Insurance Providers.

7.4 Force majeure and closure

(a) BML may, at any time and without notice, close, restrict access to, suspend operations at, or impose conditions on entry to all or any part of the Brisbane Markets where BML considers it necessary or desirable to do so as a result of, or in connection with, any event or circumstance beyond BML's reasonable control, including without limitation:

(i) acts of God;

(ii) fire, flood, storm, cyclone, earthquake or other natural disaster;

(iii) epidemic, pandemic or public health emergency;

(iv) war, terrorism, civil disturbance, riot or sabotage;

(v) power, communications or utility failure;

(vi) industrial action or labour dispute;

(vii) any direction, order or requirement of a Government Authority or Emergency Services Authority; or

(viii) any other event which, in BML's reasonable opinion, poses a risk to health, safety, security, property or the orderly operation of the Brisbane Markets (each a Force Majeure Event).

(b) Except as provided for in a Tenancy Agreement with any Tenant, BML is not liable to any Person for any loss, damage, delay, cost, expense or disruption (including without limitation loss of profits, loss of opportunity or business interruption) arising from or in connection with:

(i) any Force Majeure Event;

(ii) any closure of, or restriction on access to, the Brisbane Markets or any part of it; or

(iii) any act or omission of BML taken in response to a Force Majeure Event or a perceived Force Majeure Event.

(c) Any closure, suspension, restriction or direction imposed by BML under this clause:

(i) does not give rise to any entitlement to compensation, refund, rebate or remission of any fee, charge, licence fee or other amount paid or payable to BML

(ii) does not constitute a breach of these Regulations or of any duty owed by BML to any Person.

(d) Each Person must immediately comply with any direction, restriction or condition imposed by BML or an Authorised Officer in connection with a Force Majeure Event.

SECTION 8 PRESERVATION OF SITE SAFETY AND MARKETS INFRASTRUCTURE

8.1 Obligation to ensure safety

(a) A Person must comply at all times with relevant work health and safety laws and fire safety laws and behave in a manner that preserves the safety of all Persons in the Brisbane Markets.

(b) A Person must not place or use (or direct or permit to be placed or used) any Goods, plant, equipment or other property beyond the boundaries or limits of their Tenancy Area or Licensed Area without the written permission of BML or an Authorised Officer.

(c) A Person must not bring (or cause or permit to be brought) any Goods, Vehicle, plant, equipment or other property into the Brisbane Markets other than in accordance with these Regulations or the terms of that Person's Tenancy Agreement.

(d) A Person must not place any Goods, Vehicle, plant, equipment or other property in the Common Area or Roads or Reserved Car Parking Bays not licensed by the Person or in any other way obstruct, or cause to be obstructed, the Common Area or Roads.

(e) A Person must not in any way obstruct or cause to be obstructed, any access to fire exits, fire doors or fire-fighting equipment or services.

(f) A Person must comply with all laws, Policies and directions of any Authorised Officer in regard to electrical safety.

(g) A Person must ensure that any Vehicle parked or not being driven in a Common Area has a setback distance from the edge of a Road.

(h) A Person must ensure that any Goods, pallets or other materials that are placed, staged or otherwise stored in a Common Area, are a distance of at least 1.2 metres from the edge of a Road.

8.2 No alterations, additions or interference

(a) All Persons are prohibited from making any alteration or addition to their Tenancy Area or the Brisbane Markets without BML's prior written consent and then only in accordance with BML's Policies including, without limitation, the Alterations and Additions Policy.

(b) From 1 July 2012, a strict prohibition is in force on the use of Insulated Sandwich Panel in new panel constructions where the Insulated Sandwich Panel does not meet the requirements of the relevant Australian Standards, the National Construction Code and BML's Alterations and Additions Policy. BML requires new Insulated Sandwich Panel Construction to meet the highest level of fire resistance as set out in these Standards, Code and Policy.

(c) For the avoidance of doubt, repairs to existing Insulated Sandwich Panel structures may be carried out using like for like materials. The prohibition applies only to new constructions.

(d) It is prohibited for any Person to bring construction materials into the Brisbane Markets for Tenant alterations and additions including without limitation, Insulated Sandwich Panel, demountable buildings including shipping containers and other building materials of any kind (Construction Materials) where BML has not consented in writing to an application for alterations and additions or to the delivery of Construction Materials.

(e) It is prohibited for Persons to store Construction Materials in Site Common Areas and, in particular, under awnings or against buildings.

8.3 Services

(a) A Tenant must not engage any Service Provider to undertake any alterations or additions to their Tenancy Area or BML's services or infrastructure without the written approval of BML.

(b) However, a Person may provide professional, consulting or advisory services to a Tenant at the Brisbane Markets without the written approval of BML.

SECTION 9 ENVIRONMENT AND WASTE MANAGEMENT

9.1 Environmental requirements

(a) A Person, while in the Brisbane Markets, must:

(i) comply with and observe all laws and requirements of the Brisbane City Council, state and federal governments and any other authority and BML relating to the environment and environmental practices, hygiene, water usage and the general presentation and cleanliness of their Tenancy Area

(ii) act in a way and undertake any activity in such manner so as to ensure:

(A) the protection of the environment from harm or degradation

(B) the protection of the health of Persons

(C) the prevention, control and abatement of pollution or contamination and their effects

(D) the use of best practices for the regulation of Waste, Waste generation and Waste disposal in accordance with the relevant Policies

(E) best practices are applied for the regulation of discharges of Waste into the environment.

9.2 Particular environmental requirements for Tenants and Persons within the Brisbane Markets

(a) It is prohibited for Persons to undertake any works in buildings that contain Asbestos Containing Materials unless BML's written consent has been provided and then only in accordance with the conditions of that consent.

(b) A Person must not dump, throw, deposit or place (or cause to be dumped, thrown, deposited or placed) any Waste in the Brisbane Markets, unless in a contained receptacle provided by the Tenant or BML for that purpose.

(c) All chemicals and/or other hazardous substances/ dangerous Goods must be stored and handled in accordance with the Work Health and Safety Act 2011, the Work Health and Safety Regulation 2011, the appropriate Safety Data Sheet (SDS) and/or other regulatory requirements and codes of practices.

(d) A Tenant must not store Insulated Sandwich Panel stock inside its Tenancy Area.

(e) A Tenant must clean their Tenancy Area and adjacent areas and remove all Waste and other rubbish at the end of each Business Day.

(f) A Tenant must not cause or permit:

(i) any noxious or offensive odour or smell to be created in or about their Tenancy Area

(ii) any rodents, pests or other vermin to harbour within their Tenancy Area.

(g) A Tenant must at all times keep and maintain an up-to-date Safety Data Sheet (SDS) and a Hazardous Chemical information register for all chemicals and other hazardous substances within their Tenancy Area, as required to be kept by WHS Laws and a copy must be provided to BML on an annual basis.

(h) A Tenant must not dispose of any Waste in any sewer, sink, drain or pipe in the Tenancy Area or in the Brisbane Markets except in the places and in the manner designated by BML for that purpose.

(i) A Tenant and other Persons must place all Waste in such bins or receptacles provided for that purpose in the Brisbane Markets which are approved for Waste storage by BML and otherwise in the manner designated by BML. Warehouse Tenants must arrange for their bins or receptacles to be emptied on a regular basis but not less than three times each week with the Waste to be removed from this Site.

(j) A Tenant who Sells food or food products must comply at all times with all relevant laws in regard to the safety of food.

(k) A Person must not interfere with or remove any food Waste from the Brisbane Markets unless authorised to do so by BML or an Authorised Officer and otherwise in the manner that may be designated by BML or an Authorised Officer, and subject to the appropriate fee, if any, being paid.

(l) A Tenant must not allow Waste liquids, materials or hazardous substances to enter Common Areas, the storm water system or cause any other unlawful environmental impact.

SECTION 10 NOTICES AND REMEDIAL ACTIONS

10.1 Remedial Actions

(a) In the event that a Person breaches any covenant, obligation, term or condition of these Regulations, BML may, without limiting any other rights:

(i) require the Person to pay all Costs incurred by BML as a result of a Person breaching the Regulations including without limitation:

(A) administrative Costs incurred in connection with a breach of the Regulations (including without limitation the Costs of investigating and assessing breaches and processing and issuing Notices)

(B) cleaning and repair Costs

(C) levies, fees or fines imposed by Government Authorities

(D) towing and holding Costs

(E) Waste disposal fees

(F) management and staffing fees (reasonably incurred, to the extent not already within BML's administrative Costs)

(G) legal fees or any other professional fees incurred by BML in connection with a breach of these Regulations

(H) parking fees in connection with a breach of the Parking Rules.

(ii) impose a Limited Exclusion against the Person for such period as determined by BML in its absolute discretion

(iii) impose a Full Exclusion against the Person for such period as determined by BML in its absolute discretion (which may, for the avoidance of doubt, be permanent)

(iv) vary the terms of the Person's access to the Brisbane Markets

(v) issue a formal verbal or written warning from an Authorised Officer

(vi) cancel or suspend a Person's FOP

(vii) cancel or suspend a Person's LPR Access

(viii) tow Vehicles off this Site without notice to the Vehicle Owner at the cost of the Vehicle Owner who brought the Vehicle onto the Site, where Vehicles do not comply with these Regulations

(ix) arrange for the removal and disposal of rubbish and other Waste from this Site at the cost of the Person who is responsible for the rubbish or other Waste

(x) do any combination of these things (Remedial Actions).

(b) Without limiting any other right or discretion of BML under these Regulations:

(i) To the maximum extent permitted by Law, BML is not required to afford, and expressly disclaims any obligation to afford, any Person:

(A) procedural fairness;

(B) natural justice;

(C) any hearing, consultation or right to be heard; or

(D) any prior notice or opportunity to make submissions,

before or in connection with the exercise by BML of any power, discretion or determination under this Section 10, including but not limited to the imposition of any Remedial Action.

(c) Remedial Actions may be imposed immediately, summarily and at BML's sole discretion, having regard to BML's assessment of safety, security, operational efficiency and the proper functioning of the Brisbane Markets.

(d) Any internal review or appeal right provided under these Regulations is conferred entirely at BML's discretion, does not give rise to any obligation to reconsider a decision, and does not operate as a waiver of this clause.

(e) Nothing in this clause excludes or limits any obligation of BML to the extent that such exclusion or limitation is expressly prohibited by Law.

10.2 Promotion of a safe working environment

(a) Each Person acknowledges that the Remedial Actions are available to BML in order to minimise the risk of loss, damage, death or injury being sustained by Persons or property and to promote the safe, effective and efficient operation of the Brisbane Markets.

(b) BML has no obligation to impose any Remedial Action and is not liable to any Tenant or Person for any loss or damage that a Tenant or Person may suffer as a result of any Remedial Action not being imposed by BML.

(c) Any failure or delay by BML to exercise any right or impose any Remedial Action is not a waiver of it. A waiver by BML of a particular breach of these Regulations is not a waiver of another breach of these Regulations.

(d) Without limiting any other provision of these Regulations:

(i) BML is not required, and does not undertake any obligation, to monitor, supervise, audit, inspect or ensure compliance by any Person with these Regulations, any Policy, or any Law while that Person is in or about the Brisbane Markets.

(ii) The responsibility for compliance with these Regulations, all applicable Laws, and all obligations relating to health, safety, security and conduct at the Brisbane Markets rests solely with each Person and, where applicable, their employer, principal or engaging party.

(iii) Any action taken, or not taken, by BML or an Authorised Officer to monitor compliance, detect breaches, issue Notices, or impose Remedial Actions:

(A) is undertaken at BML's discretion only

(B) does not create or give rise to any duty of care, assumption of responsibility or ongoing obligation to monitor or enforce compliance

(C) does not relieve any Person of their own obligations under these Regulations or at Law.

(e) BML is not liable for any loss, damage, death or injury arising from or in connection with:

(i) a failure to monitor or enforce these Regulations; or

(ii) any Person's non-compliance with these Regulations or any Law.

(f) Nothing in this clause excludes or limits any obligation of BML to the extent that such exclusion or limitation is prohibited by Law.

10.3 Service of notice of a breach of the Brisbane Markets Regulations

(a) The Chief Executive or an Authorised Officer may serve a written notice of a breach of the Brisbane Markets Regulations (Notice) on any Person in breach of these Regulations. The Notice will specify the details of the breach and, as applicable, details of any Remedial Actions.

(b) BML is not required to serve a written Notice to any Person who is in breach of the Parking Rules at this Site prior to imposing a Remedial Action in respect of the Breach.

(c) BML may engage a third-party operator to enforce the Parking Rules at this Site and impose parking fees where Persons are in breach of the Parking Rules.

(d) A Breach Notice may be issued directly to an Approved Business where BML reasonably believes the Approved Business has failed to comply with these Regulations, or has permitted, encouraged or failed to prevent breaches by its employees, agents, Service Providers or invitees.

10.4 Notices

(a) Where BML elects to serve a Notice in relation to a breach of these Regulations, then where the breaches of the Regulations are caused by:

(i) a Tenant: a Notice will be served on the Tenant. Any Costs described in the Notice will be charged to the Tenant's account with BML. Unless the Notice is the subject of an appeal, BML will direct debit all Costs on Tenants' accounts on or around the 14th day of each month.

(ii) a Tenant Employee: a Notice will be served on the Tenant Employee and a copy of that Notice will be provided to the Tenant. Any Costs described in the Notice are jointly and severally payable by the Tenant and the Tenant Employee. In the event that the Tenant Employee has not paid the Costs within the time period stated in the Notice, the Tenant may within five business days of the Notice elect to:

(A) pay the Costs on behalf of the Tenant Employee in which case the Costs described in the Notice will be charged to the Tenant's account with BML and, unless the Notice is the subject of an appeal, BML will direct debit all such Costs on Tenants' accounts on or around the 14th day of each month; or

(B) request that BML cancels any Access Card issued to the Tenant Employee and impose a Limited Exclusion or Full Exclusion on the Tenant Employee provided that the Tenant's request is accompanied by written confirmation from the Tenant Employee that it agrees to the Tenant making the request to BML and that the type and period of exclusion will be determined by BML in its sole discretion.

(iii) For the avoidance of doubt, where a Tenant does not elect either of the options under this clause 10.4 (a) (ii) (A) then clause 10.4 (a) (ii) (B) prevails.

(iv) a Person: a Notice will be served on that Person. Where the Person has an account with BML, any Costs that are described on the Notice will be charged to the Person's account. Unless the Notice is the subject of an appeal, BML will direct debit all Costs on or around the 14th day of each month. If a Person does not have an account with BML, the Costs may be paid by credit card to BML's Site Service Centre between 5.30am and 2pm on Business Days or by direct deposit to BML's bank account.

(b) For clarity, if BML elects to serve a Notice in relation to a breach of these Regulations, BML is under no obligation to give the recipient any time to remedy the breach before imposing any Remedial Action.

10.5 Final Warnings

(a) BML reserves all rights to issue a Notice of Final Warning to a Person to whom BML has served a Notice for a breach of the Regulations on more than five occasions in a calendar year or three occasions in a six month period (Final Warning).

(b) The Notice of Final Warning:

(i) will list the Regulations that have been breached

(ii) from the date of the Final Warning Notice, will place the Person on a 90 day Safety Prohibition Period which may include a requirement for the Person to meet with BML on a monthly basis (Safety Prohibition Period)

(iii) will list any training or presentations that the Person must attend within the Safety Prohibition Period.

(c) If the Person breaches the Regulations during the Safety Prohibition Period, BML may, without further notice and without prejudice to any other rights of BML, enforce a Full Exclusion on the Person.

(d) Subject to the Person not committing any breaches of the Regulations during the Safety Prohibition Period, on expiry of the same, BML may withdraw its Final Warning.

(e) BML is under no obligation to issue a Notice of Final Warning to any Person before imposing a Full Exclusion on that Person and may, without prejudice to any other rights of BML, impose a Full Exclusion upon the occurrence of any breach of these Regulations.

10.6 Review of Notices

(a) A Person who has received a Notice under this Section has the right of appeal which may be referred in writing directly to BML's Chief Executive for consideration within 10 business days of the date of the Notice. On review of the issues raised by the Person in their written Notice Appeal, BML may vary any Remedial Action and/or Costs referred to in the Notice as BML may consider appropriate in the circumstances. In any case, BML must provide its determination in writing within 14 days of receipt of the Notice Appeal.

10.7 Conduct of inquiries

(a) Before issuing a Notice, BML shall be entitled (but not obliged) to conduct reasonable inquiries through interviewing Persons involved or having witnessed a breach of these Regulations and inspecting any records and documentation that may relate to the inquiry.

(b) Any Person involved or having witnessed a breach of the Regulations must be prepared to cooperate with and participate in any inquiry and/or interview conducted by BML.

(c) In conducting any inquiries under this paragraph, BML will observe all applicable statutory and legal obligations.

10.8 Costs

(a) The payment of any Costs specified in a Notice is deemed to be a covenant by the recipient of the Notice under these Regulations. In the event of a Person not paying the Costs in accordance with the terms specified in the Notice (and if no time is specified, within seven days of the date upon which the Notice was issued by BML), the Person will be in breach of these Regulations and BML may take any Remedial Action to remedy that Breach.

(b) If the Person who has breached these Regulations is a:

(i) Tenant Employee

(ii) Sub-Tenant, licensee or Service Provider of a Tenant

(iii) Employee of any Sub-Tenant, licensee or Service Provider of a Tenant

then the Tenant is jointly and severally liable with the Person who is in breach of these Regulations.

(c) Each Person

(i) agrees that:

(A) BML may recover its administrative Costs incurred in connection with a breach of the Regulations (including without limitation the costs of investigating and assessing breaches and processing and issuing Notices)

(B) BML's administrative Costs will be calculated at an hourly rate per hour of resource time used or such higher hourly rate as advised from time to time based on BML's Master Schedule of Fees

(C) BML may elect in its discretion to impose a fixed fee for administrative Costs in respect of any particular breach by a Person in lieu of calculating its administrative Costs on an hourly basis provided such an amount is lower than the administrative Costs that would have been incurred if calculated in accordance with paragraph 10.8 (c) (i) (B) of this clause

(D) in any event, BML's administrative Costs will not exceed $500.00 excluding GST per breach.

(ii) acknowledges that in the event of a Full Exclusion being imposed on a Tenant Employee, a Tenant may apply to BML to waive the exclusion. BML's agreement to waive an exclusion is:

(A) at BML's sole discretion

(B) conditional upon the Tenant submitting a written undertaking to performance manage the Tenant Employee in respect of the breach which prompted the exclusion

(C) subject to the Tenant and the Tenant Employee's acknowledgement that a Full Exclusion may be applied where the Tenant Employee commits any further breaches of the Regulations.

(iii) acknowledges that in the event of a Full Exclusion being imposed on a Person, the Access Card issued to that Person is deemed cancelled and the Person must make an application for a new Access Card upon the expiry of the Full Exclusion, with such application capable of being rejected or granted subject to any conditions required by BML in its absolute discretion.

SECTION 11 GENERAL REQUIREMENTS

11.1 Limits of BML's liability

(a) Without limiting any other exclusion, limitation, release or indemnity in these Regulations, BML and any BML Employee and Authorised Officer are not liable for anything they may do or omit to do or for any loss or damage to any Vehicle, property or Goods, or death or injury to any Person however caused.

(b) Any covenant, warranty or obligation of BML which is implied by legislation or the common law is excluded, unless it cannot lawfully be excluded. To the extent that BML cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, BML will be liable only for any loss or damage to any Vehicle, property, Goods, or death or injury to any Person to the extent that BML has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly caused or contributed to by BML.

(c) Any approval, consent, authorisation, registration, permit, licence, Access Card, induction, inspection, assessment or direction given, issued or undertaken by BML or an Authorised Officer under or in connection with these Regulations:

- (i) is provided for administrative, access control, safety management or operational purposes only;
- (ii) does not constitute, and must not be taken to constitute, any certification, accreditation, endorsement, warranty or representation by BML as to:
  - (A) the competence, qualifications, training or suitability of any Person;
  - (B) the safety, condition, compliance or fitness for purpose of any Vehicle, Forklift, plant, equipment or activity; or
  - (C) compliance by any Person with any Law.

(d) No reliance may be placed by any Person on any matter referred to in paragraph (c) as evidence that:

- (i) any activity is safe or appropriate;
- (ii) any statutory, contractual or other legal obligation has been satisfied; or
- (iii) BML has assumed responsibility for, or control over, any activity carried out by that Person or any other Person.

(e) Each Person remains solely responsible for:

- (i) ensuring their compliance with these Regulations and all applicable Laws
- (ii) independently assessing risks associated with their activities at the Brisbane Markets
- (iii) ensuring that any Vehicle, Forklift, plant, equipment or activity under their control is lawful, safe and fit for purpose.

11.2 Variation of Regulations

(a) BML may delete, vary, amend any covenant or obligation of any Party under the Regulations or insert in the Regulations any additional covenant or obligation on any Party including but not limited to varying or adding to these Regulations whenever BML considers it necessary or desirable to do so. A certificate under the signature of the Chief Executive listing the Regulations that are for the time being in force or any amendment to them, will be conclusive evidence that these Regulations are for the time being in force.

11.3 Notices and approvals

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

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

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

11.4 Privacy

(a) Each Person consents to BML:

- (i) collecting (whether from the Person directly or from any other Party) personal information and sensitive information about the Person (Information) to enable BML to:
  - (A) provide its Goods and/or services to the Person
  - (B) coordinate, manage and maintain good order and security in and around the Brisbane Markets
  - (C) protect the rights and safety of other parties present in the Brisbane Markets from time to time
  - (D) provide access and Parking controls
  - (E) investigate and report to relevant authorities and Agencies, as appropriate, information and details regarding accidents and incidents which have occurred within the Brisbane Markets (Purposes).
- (ii) using and disclosing to any Party (whether within or outside Australia) such of the Information as BML considers necessary for any of the Purposes and any other purpose reasonably required by BML from time to time

(iii) using the Information to market the services and products of BML to the Person (unless the Person requests that BML cease doing so).

(b) If the Person is an individual, the Person may seek access to their Information by contacting BML's Privacy Officer either by telephone or email to privacyofficer@brisbanemarkets.com.au. If the Person is to be granted access to any of the Information, an appointment will be made for the Person to attend personally at the Brisbane Markets for that purpose and the Person must pay BML's reasonable Costs in providing access.

(c) While BML reserves the right to disclose any Information to any Party as set out in paragraph (a) of this clause, the types of Parties to whom BML would usually disclose the Information could include BML's officers and staff, legal and accounting advisers, BML's Insurance Provider, enforcement authorities, Tenants, other Parties present in the Brisbane Markets from time to time in the course of fulfilling any of the Purposes, and any other Party with whom BML may deal with from time to time in the course of fulfilling the Purposes.

(d) Each Person acknowledges that BML employs closed circuit television technology and/or other video surveillance technology within and around the Brisbane Markets for security purposes and each Person consents to BML's collection of recorded images, including photographs, together with the use and disclosure of all such footage and recorded images for any or all of the Purposes.

11.5 Indemnity

(a) Each Person who enters the Brisbane Markets:

(i) enters the Brisbane Markets at their own risk

(ii) releases BML, its Authorised Officers, employees and agents against any Claim by or on behalf of that Person arising from any loss, damage, death or injury to that Person or any property of that Person due to that Person's use of or presence at the Brisbane Markets including any claims arising out of the negligence or wilful conduct of BML, its Authorised Officer, employees and agents;

(iii) indemnifies BML, its Authorised Officers, employees and agents against any Claim arising from any:

(A) loss, damage, death or injury to any property or Person in or about the Premises caused or contributed to by any act or omission of that Person or any use of or presence at the Brisbane Markets by that Person; or

(B) negligence of that Person; or

(C) breach of the Regulations, any Policy and/or the General Terms and Conditions of Entry; or

(D) combination of those things.

(iv) must pay to BML any insurance excess, deductible or shortfall payable by BML for any insurance Claim made concerning the Premises, if the Claim arises because of any act, omission, neglect or default of the Person

(v) acknowledges that the terms of the indemnity in this Section do not in any manner limit or vary the indemnities given by a Tenant under the terms of their Tenancy Agreement relating to the use and occupation of their Tenancy.

11.6 Goods and Services Tax (GST)

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

(b) In this clause:

(i) GST has the same definition as that term has in the GST Legislation

(ii) GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any associated Commonwealth legislation, regulations and publicly available rulings

(iii) GST Liability means the liability of the relevant party making a Taxable Supply (Supplier) to another Party (Recipient) under or pursuant to this document to pay GST under the GST Legislation in respect of that Taxable Supply

(iv) other expressions not defined above have the meanings as defined in the GST Legislation.

(c) The Recipient must:

(i) pay to the Supplier the amount of the Supplier's GST Liability (if any)

(ii) make that payment to the Supplier at the same time as the Recipient makes the payment for the relevant Taxable Supply.

(d) The Supplier must deliver to the Recipient a tax invoice in a form which complies with the GST Legislation to enable the Recipient to claim any input tax credits that the Recipient may be entitled to claim in respect of the payment by the Recipient for the Taxable Supply. The tax invoice must be delivered, no later than the due date for the payment referred to in this clause.

(e) Any amount to be reimbursed to a Party (Reimbursed Party) under these Regulations by another Party (Reimbursing Party) which does not relate to a taxable supply made by the Reimbursed Party shall be reduced by the amount of any input tax credits to which the Reimbursed Party is entitled in respect of the creditable acquisition for which reimbursement is being sought. The intention is that the Reimbursing Party only reimburses the Reimbursed Party for the net cost of the acquisition so as to avoid any element of price exploitation.

(f) It is agreed that all amounts payable by the Recipient to the Supplier under these Regulations are exclusive of GST, unless otherwise expressly stipulated.

SECTION 12 CONTROL MEASURES – NOTIFIABLE DISEASES AND CONDITIONS

12.1 General

(a) In the event of a Government Authority declaring a public health emergency in an area including the Brisbane Markets and in accordance with WHS Laws, BML will take all reasonable actions and may enforce control measures designed to protect the health and safety of all Persons in or on the Brisbane Markets Site to the extent that is Reasonably Practicable.

(b) These actions and measures may include without limitation:

(i) a requirement for Persons who intend accessing, or are in or on the Brisbane Markets Site to:

(A) disclose to BML if they have been exposed to, or may be at risk of having been exposed to, specified Notifiable Diseases and Conditions

(B) truthfully and accurately complete BML's health self-assessment form that will seek information in line with Government Authority guidelines on risk factors associated with specified Notifiable Diseases and Conditions.

(ii) implementing additional control measures as far as Reasonably Practicable to:

(A) prevent risks associated with the spread of Notifiable Diseases and Conditions within the Brisbane Markets

(B) require all Persons at this Site to comply with any law or Government Authority directive to prevent and/or slow down the spread of Notifiable Diseases and Conditions including a requirement to follow Government Authority guidelines on:

(1) personal hygiene requirements

(2) the measures that must be taken by a Person consequential to them showing symptoms of, being at risk of or having had a positive diagnosis of Notifiable Diseases and Conditions including without limitation, a requirement to self-isolate and not enter this Site for a minimum period as recommended by any Government Authority or until such time that the Person can provide BML with a medical clearance certificate

(3) workplace hygiene requirements including without limitation, a requirement for Tenants to clean and sanitise any work area in which a Person diagnosed with, showing symptoms of, or at risk of Notifiable Diseases and Conditions has been working.

12.2 Remedial actions

(a) If a Tenant or Person does not comply with the requirements set out in Section 12 (including but not limited to the provision of any false, incomplete or inaccurate information in response to the health self-assessment form), BML may enforce Remedial Actions including but not limited to:

(i) suspending the Person's Access Card and LPR registration for a minimum period as recommended by any Government Authority or until such time that the Person can provide BML with a medical clearance certificate

(ii) BML conducting a clean and sanitisation of a Tenancy Area on behalf of a Tenant where the Tenant has failed to do so within 24 hours of an Employee or other Person diagnosed with, showing symptoms of, or at risk of a Notifiable Disease or Condition working in that area, with the Cost of the clean and sanitisation to be paid by the Tenant.

(b) BML is not required to serve a written Notice to any Person who is in breach of Section 12 before imposing a Remedial Action in respect of the Breach.

SECTION 13 DRUG AND ALCOHOL TESTING AT THE BRISBANE MARKETS

13.1 Objective – drug and alcohol testing

(a) BML coordinates drug and alcohol testing at the Brisbane Markets to reduce or eliminate Risks associated with Persons operating Forklifts at this Site while Intoxicated.

(b) Random Testing and Incident Testing are carried out by BML's Drug and Alcohol Testing Service Provider.

(c) Confirmation Testing is undertaken by an Accredited Laboratory.

13.2 Testing process

(a) Random Testing

(i) Forklift Operators will be selected for Random Testing by a computer-generated selection program within BML's access database which includes without limitation the following protocols:

(A) Only those Forklift Operators who have entered the Site will be selected for Random Testing.

(B) Forklift Operators may be subject to Random Testing at least once in any 12 month period, excepting where a Forklift Operator returns:

(1) a Positive Alcohol Breath Test Result; and/or

(2) a Non-negative Drug Indicator Test Result; and/or

(3) a Positive Drug Test Result.

(C) BML will notify:

(1) Forklift Operators by a SMS Notice sent to the Forklift Operator's mobile device confirming they have been selected for Random Testing; and/or

(2) Employers by email confirming their Forklift Operator has been selected for Random Testing.

(D) All Forklift Operators notified by a SMS Notice of having been selected for Random Testing are required to attend Random Testing in accordance with the time and place described in the SMS Notice forwarded by BML to their mobile device.

(E) BML will confirm the Random Test result to Forklift Operators by a SMS notification on completion of the Random Test and by email notification to their employers.

(b) Forklift Operators may be subject to Incident Testing as a result of their involvement in any Incident at this Site. BML is not required to serve a SMS Notice to any Forklift Operator in these circumstances.

13.3 Remedial actions for a Positive Alcohol Breath Test Result, or Non-negative Drug Indicator Test Result, or Positive Drug Test Result

(a) BML will immediately suspend a Forklift Operator's FOP if a Forklift Operator returns a Positive Alcohol Breath Test Result or Non-negative Drug Indicator Test Result.

(b) A Forklift Operator who returns a Non-negative Drug Indicator Test Result will be required to take a Confirmation Test.

(c) The Forklift Operator's FOP will remain suspended by BML until the Forklift Operator provides evidence to BML of:

(i) a Negative Alcohol Breath Test Result

(ii) a Negative Drug Test Result.

(d) BML reserves the right to request a Government Authority's attendance at this Site to assist in responding to any matter which may arise from drug and alcohol testing conducted on Site by BML's Drug and Alcohol Testing Service Provider.

(e) The suspension of the Forklift Operator's FOP may only be immediately appealed by the production to BML of medical evidence from the Forklift Operator confirming a medically based reason for a Positive Alcohol Breath Test Result and/or a Non-negative Drug Indicator Test Result or Positive Drug Test Result. The evidence must be verifiable including without limitation, a prescription for medication, and is subject to BML's satisfaction in its sole discretion.

(f) Subject to BML not having suspended or cancelled a FOP, a Forklift Operator who returns a Positive Alcohol Breath Test Result and/or a Positive Drug Test Result will:

(i) automatically qualify for additional Random Testing within a 12 month period

(ii) be subject to up to five repeat Random Tests over the subsequent six month period.

13.4 Remedial actions – refusal to take a Random Test

(a) A Forklift Operator who refuses to take a Random Test, Confirmation Test, or Incident Test may be immediately suspended or have their FOP cancelled.

(b) A Forklift Operator who is unavailable to take a Random Test, as verified by their employer, will automatically qualify for further Random Testing within the following three month period.

13.5 Show Cause Notice

(a) A Forklift Operator who returns two or more Positive Drug Test Results and/or Positive Alcohol Breath Test Results in a six month period, or refuses to take two or more Random Tests in a three month period may be subject to Remedial Actions and will be served a Show Cause Notice by BML. For the avoidance of doubt, if two Alcohol Breath Tests and/or two Drug Indicator Tests are conducted at the time of testing to confirm a result, these will count as one test.

(b) A copy of the Show Cause Notice will also be sent to the Forklift Operator's Employer. The Forklift Operator has five Business Days to submit a Show Cause Response.

(c) BML may accept or reject the Forklift Operator's Show Cause Response in its sole discretion. BML's rejection of a Forklift Operator's Show Cause Response may lead to BML, in its sole discretion, suspending or cancelling a Forklift Operator's FOP.

13.6 Appeal rights

(a) A Forklift Operator who has had their FOP cancelled as a result of BML's rejection of a Show Cause Response, may after the expiration of a six month period, submit a written appeal, endorsed by their Employer, to BML's Chief Executive.

(b) Where BML, in its sole discretion:

  (i) accepts a Show Cause Response, BML will issue a Conditional FOP to the Forklift Operator; or

  (ii) rejects a Show Cause Response, the Forklift Operator's FOP will remain cancelled.

13.7 Employer responsibilities

(a) Tenants who employ a Forklift Operator who has their FOP suspended or cancelled as a result of a Positive Alcohol Breath Test, Non-negative Drug Indicator Test or positive Confirmation Test are required to address any employment related matters with their Forklift Operator in accordance with their employment policies and/or agreement and any employee assistance program in place to support Forklift Operators who may be identified as having substance dependency and/or abuse issues.

13.8 Annual FOP Renewals

(a) BML may in its sole discretion:

  (i) refuse to approve or renew a Forklift Operator's FOP where a Forklift Operator has previously had their FOP suspended or cancelled as a result of returning two or more Positive Alcohol Test Results and/or Positive Drug Test Results or who has refused to undertake Random Tests on multiple occasions; or

  (ii) issue a Conditional FOP to the Forklift Operator.

SECTION 14 INTERPRETATION

14.1 This clause applies unless the context otherwise requires.

14.2 Each covenant, agreement, obligation, representation or warranty

(a) by two or more Persons is made jointly by all and severally by each

(b) in favour of two or more Persons is for the benefit of them jointly and each of them separately.

14.3 References to a thing include the whole and any one or more parts of the thing.

14.4 References to any Person or Party include:

(a) any one or more or all of the Persons comprising the relevant Person or Party

(b) each personal representative of the relevant Person or Party

(c) each officer, Employee, agent, Service Provider, successor and permitted assign of the relevant Person or Party.

14.5 References to "writing" or words of a similar effect include printing, typing, electronic mail and all other means of reproducing words in a visible form.

14.6 References to "month" mean calendar month.

14.7 Words denoting a particular gender include each other gender, words denoting the singular number only include the plural number and vice versa, and words denoting an individual include a company, corporation, body corporate, association, firm, business or partnership and vice versa.

14.8 All payments of money to BML must be made in Australian dollars in the manner reasonably required by BML without any deduction or set off whatsoever.

14.9 A single or partial exercise or waiver by BML of any right under or relating to these Regulations will not prevent any other exercise of that right or the exercise of any other right.

14.10 The rights and remedies of BML under these Regulations are cumulative and not exclusive of any rights or remedies provided by Law.

14.11 BML's waiver of a right under or relating to these Regulations, whether prospectively or retrospectively is not effective unless it is in writing and signed by BML or an Authorised Officer. No other act, omission or delay by BML will constitute a waiver of a right.

14.12 Time is of the essence in respect of any covenant, agreement, obligation, representation or warranty by any Person other than BML, its Authorised Officers and BML Employees under these Regulations.

14.13 If any provision of these Regulations is invalid, illegal, void, voidable or unenforceable, the provision must so far as possible be read down to give it a valid operation of a partial character. If that is not possible, the provision must be severed, and the remaining provisions remain in full force.

SECTION 15 DEFINITIONS

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

Access Approved means Persons who are authorised by BML to enter the Brisbane Markets and have been provided with an Access Card.

Access Card means a method of access to the Site issued by BML to a Person entitling that Person to enter the Brisbane Markets at the times and on the conditions determined by BML which includes a physical Access Card, a Virtual Access Card or Bluetooth access.

Access Category means the Site Access Category that applies to each Person who enters the Brisbane Markets as determined by BML from time to time.

Accredited Laboratory means a medical laboratory accredited by the National Association of Testing Authorities Australia.

Alcohol Breath Test means a breathalyser test for the measurement of alcohol with an AS 3547-2019 compliant breathalyser.

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

Ancillary Products means any product included on the approved list as described in the Policy on Ancillary Products Sale from a Selling Floor.

Approved Business means any Tenant, Service Provider, Labour Hire Business, Transporter, or any other Person or entity that has been granted conditional access or approval by BML to conduct activities within the Brisbane Markets.

Articulated Vehicle means a Vehicle that is 19 metres or longer.

Asbestos Containing Materials means any product that contains asbestos including without limitation compressed board, asbestos cement products, textured paint, vinyl floor coverings and insulation.

AS/NZS 4760:2019 means the Australian and New Zealand Standard for the Procedure of specimen collection and the detection and quantification of drugs in oral fluid.

AS 3547:2019 means the Australian Standard for Breath alcohol testing devices.

Australian Standards means published documents setting out specifications and procedures designed to ensure products, services and systems are safe, reliable and consistently perform the way they are intended to. They establish a minimum set of requirements which define quality and safety criteria.

Authorised Officer means an Employee of BML appointed to be an Authorised Officer or Market Officer, as the case may be.

Authorised Person means a Person who is authorised by BML to enter the Brisbane Markets in accordance with the Access Category issued by BML.

BAC means Blood Alcohol Concentration.

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

BML Employee means each Employee engaged by BML.

BML's Insurance Provider means the company or companies that supply insurance in respect of BML's business operations including without limitation public risk liability and infrastructure.

Bona Fide means real or genuine, not false or ingenuine.

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

Brismark means The Queensland Chamber of Fruit and Vegetable Industries Co-operative Limited ABN 96 727 681 765.

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

Business Day means any day other than a Saturday, Sunday or public holiday in the City of Brisbane.

Buyer means a Person who has been issued with a current Access Card by BML and has been issued with a Buying Brand for use in buying activities, and conducts buying activities during Trading Hours.

Buying Brand means a registered brand provided by Brismark which designated the Buyer's identification for use in buying activities.

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

Central Trading Area (CTA) Pedestrian Walkway means the concrete pathways adjacent to Buildings B, C and D between the Trading-out Area and the Shared Zone.

Chief Executive means the Chief Executive Officer of BML.

Claim includes any legal proceeding, Claim, demand, loss, damage, Cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

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

Commercial Vehicle means a load-bearing Vehicle built and used predominantly for carrying or hauling Goods that are owned or controlled by a Tenant. For the purposes of these Regulations, sedans, station wagons, four-wheel drives, utilities or other passenger Vehicles are specifically excluded from being regarded as a 'Commercial Vehicle'.

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

Complex means the land, including any leasehold land, that BML may at any time own or control; and all buildings, services, infrastructure and all other improvements above or below ground level erected on the land.

Conditional FOP means a FOP issued to a Person by BML conditional upon the Person and their Employer entering into a written agreement confirming:

(a) the Forklift Operator will participate in drug and alcohol testing as conducted by a Drug and Alcohol Testing Service Provider on a fortnightly basis for a period of six (6) months at the Employer's expense with the results to be provided to BML immediately following the tests

(b) the Forklift Operator's recorded test results confirming a Negative Drug Test Result and a Negative Alcohol Breath Test Result throughout the duration of the six (6) month period

(c) where any Positive Drug Test Result and/ or Positive Alcohol Test Result is recorded during the six (6) month period, BML will immediately and irrevocably cancel the Forklift Operator's FOP.

"Confirmation Testing", "Confirmation Test" mean the requirement for a second oral fluid drug test as a result of a Non-negative Drug Indicator Test Result to be sent to an Accredited Laboratory to confirm a negative or positive test result for drugs in the Person's system in accordance with AS/NSZ 4760:2019.

Contraflow Lane means a lane in which traffic flows in the opposite direction of the traffic flow in the adjacent lane(s).

Cost means the amount of loss and damage suffered by BML as a result of a Person breaching the Regulations, or a reasonable approximation of same.

Curzon Street Entry means a boom-gated entry identified in the Traffic Management Plan (TMP).

Customer means a Person who purchases services or Goods from a Tenant in the Brisbane Markets.

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

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

Drug and Alcohol Testing Service Provider means a service provider accredited by the National Association of Testing Authorities, Australia to conduct drug and alcohol testing in accordance with AS/NZS 4760:2019 and AS 3547:2019.

Drug Indicator Test means an oral fluid test for drugs of abuse undertaken in accordance with AS/NZS 4760:2019.

Early Access means access by a Buyer to the Central Trading Area prior to the Commencement of Trading.

Emergency Services Authority means the Queensland Police Service, the Queensland Ambulance Service, the Queensland Fire Department or any other emergency service deemed to have powers granted to them under the State Government.

Fire Detection and Prevention Equipment means without limitation all fire extinguishers, manual call points, fire hose reels, fire alarms, fire indicator panels and any other equipment associated with fire detection and prevention.

First Instructions means the mandatory instructions on emergency evacuation procedures for each Tenancy Area that must be delivered by a Tenant to each new Employee or Service Provider as required under the Building Fire Safety Regulation Qld 2008.

Fleet Management Plan means a comprehensive plan developed which details the approach to operation, storage, and loading and unloading of Vehicles in the Common Area, and parking arrangements of Vehicles.

Flower Wholesaler means a Tenant with a then current BML Tenancy Agreement authorising the Sale of flowers and plants from the Tenancy Area.

FOP means Forklift Operator Permit.

Forklift means a Vehicle equipped with Pallet forks that is used for loading, unloading and transporting palletised Goods by a Forklift Operator.

Forklift Induction means the induction required to be completed by an Authorised Person who intends to operate a Forklift at the Brisbane Markets.

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

Forklift Operator means a Person who holds a Forklift Operator Permit and a valid, current Australian certificate of competency and any other licence or permit required by any Government Authority or BML in respect of the operation of a Forklift.

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

Forklift Operator Rules means the rules detailed in clause 6.8 of these Regulations.

Full Exclusion means the exclusion of a Person from the Brisbane Markets such that the Person will be prohibited from entering the Brisbane Markets and will have any Access Card issued to them cancelled for the duration of the exclusion period.

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

General Public Entry Days means the days determined by BML from time to time during which the General Public may have access to the Brisbane Markets including during the operation of any Retail Market within the Central Trading Area.

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

Goods means fruit, vegetables and/or flowers and other ancillary products which are warehoused and distributed at the Brisbane Markets from time to time in accordance with the Permitted Use under Tenancy Agreements and with the prior consent of BML.

Government Authority means without limitation:

(a) the local council and any other government or other authority having jurisdiction over all or any part of the Brisbane Markets

(b) the Federal Government, Queensland Government, Local Authorities, WHS Regulator, Queensland Police Service or any other Government regulated authority

(c) Notifiable Diseases and Conditions includes a "notifiable condition" under the Public Health Act 2005 (Qld)

(d) WHS Laws means any laws relating to WHS in or on the Brisbane Markets and includes the Work Health and Safety Act 2011 (Qld) as amended from time to time

(e) For the purposes of this Section 12A, BML may determine in its absolute discretion that a Person is at risk of a Notifiable Disease or Condition taking into account any guidelines issued by a Government Authority in that regard.

Growers/Small Growers means a Person who has grown fruit and/or vegetables for the purpose of Selling the same.

Hazard means a situation or thing that has the potential to harm a Person.

Heavy Vehicle means any Vehicles with a Gross Vehicle Mass (GVM) over 4.5 tonnes or as varied by the NHVR Law from time to time.

High Risk Activity includes but is not limited to the:

(a) operation of Forklifts and cranes

(b) operation of commercial and Heavy Vehicles

(c) handling hazardous chemicals

(d) operation of fixed rotating machinery

(e) operation of power tools, including chainsaws

(f) welding and/or grinding activities.

High Risk Work Licence means the licence required to be obtained by any Government Authority for the operation of a Forklift.

Hot Works Permit means a permit issued by BML to individuals who wish to carry out construction, renovation, repairs and maintenance works that include hazards associated with hot work and welding.

HVSG means High Visibility Safety Garments which comply with AS 4602 or another higher Australian Standard and in particular:

(a) a Class D high visibility safety garment during daylight hours

(b) a Class N or Class DI HVSG which meets the requirements of AS 4602 "High Visibility Garments" and AS 1906.4 "Retroreflective Materials and Devices for Road Traffic Control Purposes" at night.

Incident means any incident that is indicative of a Risk, including:

(a) a Vehicle accident that results in an illness or injury to a Person, property damage to any part of the Brisbane Markets including without limitation, buildings, services, infrastructure, Roads, hardstand, assets owned by BML or any other item; or

(b) an assault or other act of violence involving one or more Persons; or

(c) an illness or injury occurring in the Brisbane Markets which requires first aid, or medical, or ambulance, or hospital treatment; or

(d) fatality; or

(e) a spillage onto BML's hardstand and Roads or which infiltrates the storm water system or other environmentally sensitive services or areas in or adjacent to the Markets; or

(f) fire in any part of the Brisbane Markets; or

(g) damage to Asbestos Containing Materials at the Brisbane Markets; or

(h) a combination of one or more of the above.

"Incident Testing", "Incident Test" means an indicator drug saliva testing and alcohol breath analysis testing as conducted by BML's Service Provider on all Persons who are issued with a FOP who is involved in or may have contributed to an Incident.

Insulated Sandwich Panel means a panel formed by sandwiching insulating material with bonded metal sheeting which is then used to generally seal and insulate Tenancy Areas.

Interest means any interest in the ownership or management of a business whether as a principal of a business, a director, secretary or shareholder of a company operating a business or a trustee or unit holder of a trust which operates as a business and includes without limitation equitable interests (such as interest arising under a declaration of a trust) and beneficial interests (such as an interest arising as a beneficiary of a trust which owns or manages the business).

Intoxicated means a Person who:

(a) has a Blood Alcohol Concentration (BAC) which exceeds 0.00g/100ml (0.00%); or

(b) has returned an oral fluid test result for any drug which exceeds the relevant levels under AS/NZS 4760:2019; or

(c) has ingested any substance or medication that may impair their capacity to operate a Forklift or perform a High Risk Activity in a safe and proper manner.

Law includes the common law, statutes, statutory instruments (within the meaning of that term in the Statutory Instruments Act 1992 (Cth)) and the requirements of any Government Body.

Licensed Area means a part of the Common Area over which BML has granted a licence to a Tenant for activities in connection with the Permitted Use of an adjacent Premises.

Limited Exclusion means entry to the Brisbane Markets is limited to Pedestrian Access only for the duration of the exclusion period. For the avoidance of doubt, any Person who is subject to a Limited Exclusion will not be permitted Vehicle Access to the Brisbane Markets for the duration of the exclusion period and may not in BML's sole discretion be permitted to operate any Vehicle on Site.

LPG Refuelling Facility means the LPG facility at the Brisbane Markets available to an Authorised Person for the refuelling of LPG Forklifts.

LPR means Licence Plate Recognition technology which permits automated Vehicle entry through the boom-gated entrances to the Brisbane Markets.

LPR Vehicles means Vehicles that are registered on BML's access database for LPR automated access to the Brisbane Markets via the boom-gated entrances.

Main Entry means the main entry identified in the Traffic Management Plan (TMP).

Markets Users means all Persons in or on or conducting business at the Brisbane Markets Site.

Master Schedule of Fees means the schedule of charges for licence fees, permits, hourly charge rates, and other services provided by BML and reviewed from time to time.

Materials Handling Account means an account currently held by a Person for Pallet hire from a recognised Materials Handling Operator.

Materials Handling Customer means a Person who holds a current Materials Handling Account with a Materials Handling Operator.

Materials Handling Operator means a business which deals in Pallet hire to Materials Handling Customers.

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

Negative Alcohol Breath Test Result means breathalyser test result that confirms a BAC of 0.00g/100ml (0.00%).

Negative Drug Test Result means an oral fluid test result for any drug which does not exceed the relevant levels of AS/NZS 4760:2019 as confirmed by an Accredited Laboratory.

Non-negative Drug Indicator Test Result means an oral fluid test result that indicates the presence of drugs or drug metabolites which are in excess of the relevant levels under AS/NZS 4760:2019.

Notice means a Compliance Notice, Show Cause Notice or Conditional Entry Notices in accordance with these Regulations.

Notifiable Diseases and Conditions includes a "notifiable condition" under the Public Health Act 2005 (Qld). For the purposes of these Regulations, BML may determine in its absolute discretion that a Person is at Risk of Notifiable diseases or Conditions taking into account any guidelines issued by a Government Authority in that regard.

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

Pallet Jack means materials handling equipment consisting of Pallet forks on small wheels that is used in a warehouse to move palletised Goods. A Pallet Jack may be a motorised unit guided by an Operator who stands on a platform or it may be a motorised or manual unit guided by an Operator who is walking behind or beside it.

Parking means the standing of an occupied or unoccupied Vehicle.

Parking Bay means a Parking Bay that is occupied or available for occupation (as determined by BML) by a Person who has a licence to occupy the Parking Bay.

Parking Fee means a fee that applies to any Person parking a Vehicle at the Brisbane Markets for a time exceeding the time restriction on parking Signs or in breach of the Parking Rules.

Party means a Party to a Tenancy Agreement.

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

Passenger Vehicle means sedans, station wagons, four-wheel drives, utilities or other passenger Vehicles that are not load-bearing and not used predominantly for carrying or hauling Goods.

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

Pedestrian Access means entry to the Brisbane Markets is limited to Pedestrian access only for a period of time determined by BML in its sole discretion. For the avoidance of doubt, any Person who is limited to Pedestrian Access will not be permitted Vehicle Access to the Brisbane Markets and may not operate any Vehicle on Site unless an Authorised Officer grants permission in their sole discretion.

Pedestrian Conflict Zones means any intersection and crosswalks, loading zones, driveways, crossing, sidewalks and parking lot entrances and exits.

Pedestrian Crossing means a place that is marked with horizontal line markings which indicate that Pedestrians are permitted to or advised to cross a street most safely with the flow of vehicular traffic.

Pedestrian Walkway means a walkway marked in yellow line marking. Where Pedestrian Walkways are available, these should be used by Pedestrians when walking through the Brisbane Markets.

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

Personal Protective Equipment (PPE) as a minimum means HVSG and enclosed shoes.

Policy means the Policies issued and implemented by BML for the Brisbane Markets from time to time including but not limited to the Policies concerning proposed leasing transactions, Service Providers, Alterations and Additions, insurance compliance and the Sale of Goods.

Positive Alcohol Breath Test Result means a breathalyser test result that confirms the BAC exceeds 0.00g/100ml (0.00%).

Positive Drug Test Result means an oral fluid test result for any drug which exceeds the relevant levels of AS/NZS 4760:2019 as confirmed by an Accredited Laboratory.

Pedestrian Rules means the rules detailed in clause 5.2 (a) of these Regulations.

Pest means any insects, rodent or plants that harm crops or livestock or otherwise interfere with the wellbeing of human beings.

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

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

Public Road means a Road that is generally accessible by the public as detailed in the Transport Operations (Road Use Management) Act 1995.

Queensland Road Rules means the Transport Operations (Road Use Management – Road Rules) – Regulation 2009 (Qld) and Manual of Uniform Traffic Control Devices (Queensland) and AS1742 Manual of Uniform Traffic Control Devices.

"Random Testing", "Random Test" means an Alcohol Breath Test and a Drug Indicator Test as conducted by BML's Drug and Alcohol Testing Service Provider on Persons holding a FOP as selected on a random basis by BML's access database.

Reasonably Practicable has the same meaning as defined in S.18 of the Work Health and Safety Act 2011 (Qld) as follows:

*"In this Act, **Reasonably Practicable**, in relation to a duty to ensure health and safety, means that which is, or was at a particular time, reasonably able to be done in relation to ensuring health and safety, taking into account and weighing up all relevant matters including—*

(a) the likelihood of the hazard or the risk concerned occurring; and

(b) the degree of harm that might result from the hazard or the risk; and

(c) what the person concerned knows, or ought reasonably to know, about—

(i) the hazard or the risk; and

(ii) ways of eliminating or minimising the risk; and

(d) the availability and suitability of ways to eliminate or minimise the risk; and

(e) after assessing the extent of the risk and the available ways of eliminating or minimising the risk, the cost associated with available ways of eliminating or minimising the risk, including whether the cost is grossly disproportionate to the risk."

Registered Training Organisation means training providers registered by the Australian Skills Quality Authority or a State Regulator to deliver vocational education and training services.

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

Remedial Actions means the action(s) taken by BML in respect of any breach of the Regulations, which may (without limitation) include any number of the actions listed in clause 10.1 of the Regulations.

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

Reserved Truck Parking Bay means a Parking Bay which has been allocated to a Tenant for the parking of a specific nominated Commercial Vehicle, at a charge.

Retail Market means a market operated with the approval of BML and open to the general public, including the Saturday Fresh Market (SFM).

Risk means any risk to health and safety, including the possibility that:

(a) harm (death, injury or illness) might occur to a Person when exposed to a Hazard

(b) BML's property, services, or infrastructure may be damaged or destroyed

(c) BML's business reputation may be jeopardised

(d) BML may incur realised and/or consequential losses.

Road means a road or that portion of a road set aside for use by any Vehicle and is not intended to exclude the use of the same by Pedestrians as necessary.

Road Rules means the document title Road Rules published as part of the "Your Keys to Driving in Queensland" publication as adopted for use in conjunction with these Regulations.

Sell or ***Sale*** includes:

(a) barter or exchange

(b) agree to Sell, barter or exchange

(c) offer or expose for Sale, barter or exchange

(d) send, forward or deliver for Sale, barter or exchange

(e) have in possession for Sale, barter or exchange

(f) cause or suffer to be Sold, bartered, exchanged, offered for Sale, exposed for Sale or sent, forwarded or delivered for Sale, barter or exchange

(g) attempt to Sell, barter, exchange, expose for Sale or send, forward or deliver for Sale, barter or exchange; or

(h) any combination of the above.

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

Selling Floor Display/Consolidation Area means the line-marked area licensed to Tenants in front of Tenancy Areas which provides an area for Selling Floor Tenants to consolidate and display their Goods during Trading Hours.

Selling Floor Forklift Work Area means the line-marked area licensed to Tenants in front of Tenancy Areas which provides a work area for Selling Floor Tenants' Forklifts during Trading Hours.

Selling Floor Tenant means a Tenant who has a BML authorised Tenancy Agreement for a Tenancy Area within Buildings A, B, C, D or E.

Selling Floor Trading-out Area means the line-marked area licensed to Selling Floor Tenants from which Selling Floor Tenants may trade and display their Goods during Trading Hours.

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

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

Shared Zone is a Road or an area which is shared safely by Vehicles and Pedestrians. The maximum speed limit is always 10 km/h. Drivers and Operators must give way to Pedestrians at all times. However, Pedestrians must take due care while walking through a Shared Zone.

Show Cause Notice means a Notice issued by BML to a Person seeking a written response as to why a Remedial Action, including without limitation, the suspension or cancellation of a FOP issued to that Person, should not be imposed on that Person.

Show Cause Response means a written response from a Person, as endorsed by their Employer to BML's Chief Executive, stating reasons why BML should not suspend or cancel the Forklift Operator's FOP.

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

Site means Brisbane Markets.

Site Access means conditionally approved by BML in its sole discretion to Approved Persons to this Site with such access being provided by way of an Access Card and/or LPR Vehicle Registration.

Site Induction means BML's Site Inductions that must be completed at the time of requesting access or on an annual basis by any Person who requires access to the Brisbane Markets. BML's Site Inductions include the General Induction, Service Provider Induction, Labour Hire Induction, Buyer Induction, SFM Induction and any other Induction that BML may require from time to time. Bona Fide Visitors are exempt from a requirement to complete a Site Induction.

SMS Notice means Short Message Service Notice issued by BML to a Person confirming the Person has been randomly selected to attend a Drug Indicator Test and an Alcohol Breath Test at the Brisbane Markets at the time and place stated in the SMS Notice.

Supplier means a Person who has Goods or Supplies Goods for the purpose of Selling the same.

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

Tenancy Area means an area of land or building in the Brisbane Markets that is occupied or available for occupation (as determined by BML) by a Tenant under a Tenancy Agreement.

Tenant means any Person holding a Tenancy Agreement at the Brisbane Markets for carrying on business and includes any sub lessee or licensee of the Tenant.

Tenant Commercial Vehicle (TCV) means a load-bearing Vehicle built and used predominantly for carrying or hauling Goods that is owned or controlled by a Tenant. For the purposes of these Regulations, sedans, station wagons, four-wheel drives, utilities or other passenger Vehicles that are not load-bearing and not used predominantly for carrying or hauling Goods are specifically excluded from this definition.

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

Tenant Unloader means a Person who is authorised to unload Goods at the Brisbane Markets.

Tenant Warehouse means a Tenancy Area where the Tenancy Agreement has a Permitted Use for warehousing and storing Goods.

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

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

Traffic Controls mean the controls, line markings and Signs in place at the Brisbane Markets by which BML takes reasonable steps to the extent Reasonably Practicable, to promote the safe flow of Pedestrian and Vehicular traffic at the Brisbane Markets.

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

Transhipping means the use of the Common Areas and other areas of the Brisbane Markets Site as a staging post for the transhipment of goods to destinations ultimately outside of the Brisbane Markets to Persons who are not Tenants of the Brisbane Markets.

Transhipping Authority means a then current written agreement issued by BML to an Unloading Service Licensee setting out the terms under which an Unloading Service Licensee may conduct Transhipping.

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

A Transporter Tenant means a Tenant who conducts from its Tenancy Area the business of being a Transporter or provides a freight and logistics service in respect of Goods owned by other Persons, and has a permitted use of Transporter under their Tenancy Agreement.

Truck Parking Area means CLA 2 and CLA 3:

(a) from 11am on Trading Days

(b) on Saturdays and Sundays.

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

Vehicle means any Articulated Vehicle, Cab, Passenger Vehicle, Carriage, Cart, Lorry, Forklift, Tractor or Traction Engine, Trailer, Trolley Vehicle, Truck, Van, Motorcycle, Bicycle, Tricycle or other means of transport or conveyance designed for movement upon wheels whether or not such Vehicle is or is not capable of being operated or used in a normal manner.

Vehicle Access means entry to the Brisbane Markets via Vehicle in accordance with these Regulations.

Vehicle Operator is the Person in charge of the operation of a Vehicle.

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

(a) including Transporters and Suppliers for the purposes of these Regulations

(b) but excluding any Tenant, Tenant Employee, Buyer, Service Provider and member of the General Public.

Warehouse Tenant means a Tenant with an authorised BML Tenancy Agreement for a Tenant Warehouse within the Brisbane Markets but excludes Transporters.

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

Western Entry means a boom-gated entry identified in the Traffic Management Plan (TMP).

WHS Laws means all applicable laws and regulations related to work health and safety including but not limited to the *Work Health and Safety Act 2011 (Qld)* (WHS Act) and any other subordinate legislation of any type under the WHS Act as amended from time to time.

SCHEDULE 1 GENERAL TERMS AND CONDITIONS OF ENTRY TO THE BRISBANE MARKETS

All Persons entering the Brisbane Markets agree to comply with, and be bound by, the Brisbane Markets Regulations, Policies and the General Terms and Conditions of Entry that relate to this Site. If Persons wishing to enter the Brisbane Markets are not willing to comply with these General Terms and Conditions of Entry then they must not enter and they must immediately leave the Brisbane Markets.

The Brisbane Markets is a privately owned industrial Site. All Persons entering the Brisbane Markets must be aware of the use of heavy transport Vehicles and Forklifts on this Site and exercise caution so as to take an appropriate level of care for their own safety and for the safety of others, as would be reasonably expected in an industrial Site.

The owner of the Brisbane Markets, BML, reserves the right to refuse admission to any Person, or to require any Person already within the Brisbane Markets to leave the Brisbane Markets, for any reason.

It is a condition of entry to the Brisbane Markets that all Persons promote a safe operating environment by complying with these General Terms and Conditions of Entry and the Brisbane Markets Regulations and in particular:

YOU MUST NOT:

(unless otherwise authorised)

- enter the Brisbane Markets except during times when access is permitted
- ride push bikes, skateboards, roller blades or scooters
- permit animals to enter the Brisbane Markets (registered guide, hearing or assistance dogs excepted)
- distribute hand bills or other advertising materials
- solicit unauthorised Goods, products or business
- attempt to Sell any Goods, products or services
- be barefooted or wear open shoes
- scavenge discarded fresh fruit and vegetables from bins around the Brisbane Markets Site
- smoke in any non-smoking area designated by BML or as specified at Law
- behave in an offensive or generally anti-social manner
- record any images of Persons or property at the Brisbane Markets without the prior consent of a BML Authorised Officer
- act in a way which puts at risk the safety of themselves and others.

YOU MUST:

- make any Vehicle under your control available for inspection by an Authorised Officer upon request
- obey an instruction of an Authorised Officer of BML
- cross Roads at the designated Pedestrian Crossings
- use Pedestrian Walkways where these are available while walking through the Brisbane Markets Site
- beware of Forklift and other Vehicular activities
- enter upon and/or park Vehicles only in those areas specifically designated for public access, and consent to any Vehicle under your control and parked outside the designated areas to be towed away (without notice and at the owner's expense) by BML or a Person authorised by BML for that purpose
- enter upon and/or park Vehicles at your own risk
- comply with the Pedestrian Rules and Forklift Operating Rules when being a Pedestrian or Forklift Operator in any of the Common Area or hardstand areas of the Site
- comply with the Brisbane Markets Regulations and Policies (which are available from BML's Site Service Centre and website) while in the Brisbane Markets
- wear fully enclosed footwear and a HVSG in accordance with the Brisbane Markets Regulations
- comply with the requirements of the Workplace Health and Safety Act 2011 (Qld).

Closed circuit television technology and/or other video surveillance technology and radar is used within this Site for security purposes and to monitor Vehicle speeds. In entering the Brisbane Markets, you consent to the collection, use and disclosure of any images recorded and stored by BML for any of the purposes of protecting the rights and safety of yourself and other Parties, maintaining security and in the investigation of Incidents, accidents or unlawful acts.

Each Person who enters the Brisbane Markets enters at their own risk and releases BML, its Authorised Officers, Employees and agents against any Claim by or on behalf of that Person due to that Person's use of or presence at the Brisbane Markets; and indemnifies BML, its Authorised Officers, Employees and agents against any Claim arising from any: loss, damage, death or injury to any property or Person in or about the Brisbane Markets caused or contributed to by any act or omission of that Person or any use of or presence at the Brisbane Markets by that Person; or negligence of that Person; or breach of the Regulations, any Policy and/or the General Terms and Conditions of Entry; or combination of those things.

QUEENSLAND'S HEART OF Fresh PRODUCE

BRISBANE MARKETS LIMITED®

BRISBANE PRODUCE MARKET®

BRISBANE FLOWER MARKET®

BRISBANE MARKETS SOUTH GATE

SATURDAY FRESH MARKET ROCKLEA®

BRISBANE MARKETS®

TRAFFIC MANAGEMENT PLAN

BRISBANE MARKETS LIMITED®

89805C
TOYOTA
QLD

CONTENTS

1. Traffic Management at the Brisbane Markets 47
2. Why do we focus on risk management and compliance? 47
3. Authorised Officer 47
4. TMP review 47
5. Tenant TMPs 48
6. Zones 48
7. Traffic Management maps 48
8. Traffic rules applicable to all Zones 48
9. Traffic Management rules for Zone 1 – Northern Industrial Precinct (NIP Zone) 54
10. Traffic Management rules for Zone 2 – Brisbane Flower Market and Commercial Precinct (Commercial Zone) 66
11. Traffic Management Rules for Zone 3 – Brisbane Markets South Gate (South Gate Zone) 68

TMP Map 1: Site Overview

1. Traffic Management at the Brisbane Markets

This Traffic Management Plan (TMP) forms an appendix to, and must be read in conjunction with, the Brisbane Markets Regulations (Regulations). Capitalised terms used in this TMP have the meanings given to them in Section 15 of the Regulations, and those meanings apply for the purposes of this TMP.

This TMP applies to the entire Brisbane Markets Site.

This TMP may be amended, varied or replaced from time to time by BML. Any such amendment, variation, or replacement will take effect upon issue of an updated TMP and notification by BML.

2. Why do we focus on risk management and compliance?

As the owner of the Brisbane Markets, BML is responsible for the management, maintenance, safety, compliance, development and redevelopment of the Brisbane Markets Site.

The diverse nature of BML's role as Site owner introduces a range of responsibilities and risks that must be managed, including statutory and regulatory obligations, duties arising under common law, and insurance compliance requirements.

The effective management of risk by BML and Tenants promotes a safe, secure working environment for all Markets Users.

Risk management is a critical priority for BML and is mandated by law and is an insurance compliance obligation.

Tenants are responsible for identifying and managing risk within their respective Tenancy Areas. Notwithstanding this, BML retains overarching responsibility for maintaining a safe working environment across the Site, which operates as an industrial facility.

Accordingly, the operational rules applicable to the Site are set out in the Regulations, while specific Traffic Management controls are detailed in this TMP. All Tenants, Markets Users, Transporters, Service Providers, Visitors and other Persons entering the Site must comply with these requirements.

All Tenants must also have their own rules and policies in place so as to manage all Vehicle movements and Pedestrian safety for which they are responsible, including in Common Areas.

Personal Protective Equipment (PPE) requirements

The minimum PPE required for entry to the Site as a condition of entry is enclosed footwear and high-visibility apparel or vests, which must be worn at all times in all Common Areas of the Markets in accordance with the Regulations.

To ensure compliance with Australian Standards AS/NZS 4602.1 and AS/NZS 1906.4 for high-visibility garments, the following classifications apply:

- **Class D** – For daytime use only; made from fluorescent or other non-retroreflective high-visibility material.
- **Class N** – For night-time use only; consists of retroreflective material on a non-fluorescent background.
- **Class D/N** – Suitable for both day and night use; combines fluorescent background material with retroreflective elements.

These PPE requirements apply to all Tenants and their Employees, Buyers, Transport Operators, Service Providers, Labour Hire workers and Visitors, except for members of the General Public during designated General Public Entry Days.

3. Authorised Officer

BML nominates an Authorised Officer, and any other person nominated by BML from time to time, as the person authorised to direct and manage Pedestrian and Vehicle traffic at the Brisbane Markets. An Authorised Officer is appointed under the Regulations.

4. TMP review

This TMP is intended to be reviewed periodically by BML in conjunction with relevant stakeholders.

The key objectives of this TMP are to establish BML's operating procedures and control measures for the management and regulation of:

- Site Traffic
- Pedestrians
- Heavy Vehicles
- Forklifts
- Parking.

5. Tenant TMPs

Under WHS Laws, Tenants are required to develop and implement their own TMP to manage Pedestrian and Vehicle traffic within their Tenancy Areas and Licensed Areas. Tenant TMPs must also address the management of Vehicles accessing the Site for the purpose of loading and unloading goods and use of Common Areas.

Tenant TMPs must comply with the requirements of this TMP and the Regulations. In the event of any inconsistency between the Tenant TMP and this TMP or the Regulations, the provisions of this TMP and the Regulations take precedence.

6. Zones

The whole of the Brisbane Markets has been divided into three zones as shown in **TMP Map 2**.

- Zone 1 comprises the Northern Industrial Precinct (NIP Zone).
- Zone 2 comprises the Brisbane Flower Market and Commercial Precinct (Commercial Zone).
- Zone 3 comprises Brisbane Markets South Gate Precinct (South Gate Zone).

7. Traffic Management maps

Attached to this TMP is the Roadway and Parking Map (**TMP Map 3**), which shows:

- Roads throughout this Site
- Building location Parking areas.

Where required, additional maps within zones are provided to show greater detail in relation to traffic flows.

8. Traffic rules applicable to all Zones

All Persons entering the Brisbane Markets must comply with, and be bound by, the Regulations and the General Terms and Conditions of Entry, which are displayed at each entrance point of the Brisbane Markets.

Transporters, approved Visitors being escorted by BML or Tenants, and members of the General Public accessing the CTA to attend the Saturday Fresh Market are not required to complete a Site Induction. All other Persons accessing the Site must complete BML's Site Induction once every 12 months.

Traffic regulations

All Vehicles on Site are to be operated in accordance with the Queensland Road Rules. A Vehicle operated in an area of the Site that is not considered to be a public Road must comply with the document titled "Road rules" available here: https://go.brisbanemarkets.com.au/roadrules, which outline the common rules applicable to the Site (where the Road is not a public Road).

Vehicle registration

All Vehicles operating within the Common Areas must be fully or conditionally registered for Road travel in accordance with the relevant State or National Government Agency requirement.

Unregistered Vehicles are strictly prohibited from operating on any Road or Common Area at the Brisbane Markets.

Parking

The Parking requirements for the Markets Users are summarised in **TMP Map 3** on the following page.

Where a Buyer has an allocated Parking space, a licenced Buyer Parking Arrangement must be in place.

A Passenger Vehicle must only be parked in the car parks as set out in the table below. Payment of a fee is required where applicable.

With the exception of Tenant Commercial Vehicles, approved Visitors, and General Public Parking areas, all Parking Bays are reserved. Unauthorised Parking is not allowed.

A Tenant Principal may park a Vehicle inside their Tenancy Area.

Any Vehicle not under direct driver control during loading/unloading must:

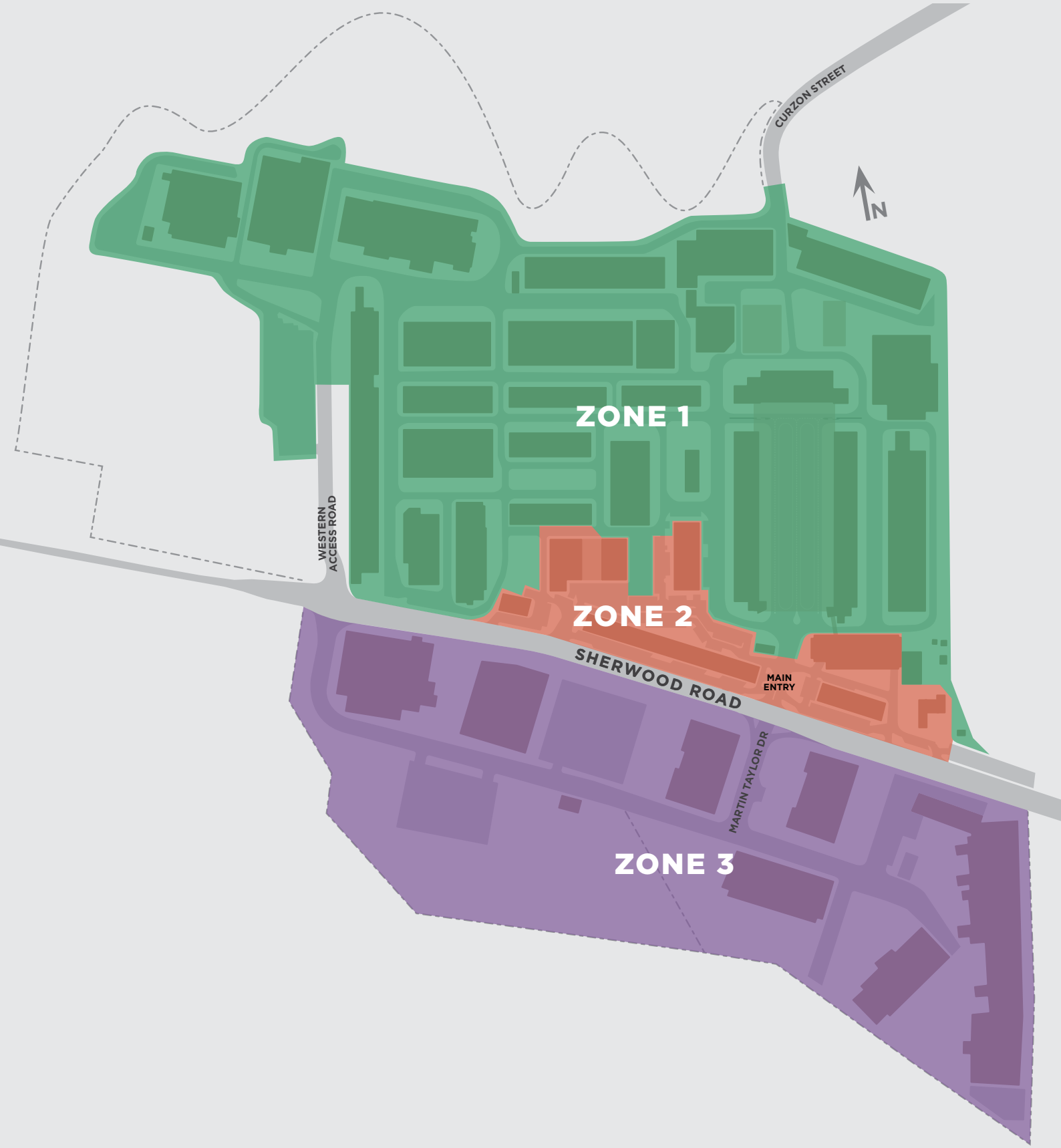
- be parked in an approved location
- have the engine turned off
- have the park brake engaged
- have the keys removed to prevent unauthorised use or rollaway
- be parked at least 1.2 metres from the edge of a Road.

CCTV monitoring

Closed-Circuit Television (CCTV) cameras operate throughout the Site, providing continuous monitoring and recording of activities so as to help provide essential information on any incidents, accidents or unlawful events.

BML may use analytics software to analyse and identify any area of the Site, Vehicle, or Person who may access the Site.

TMP Map 2: Zones



TMP Map 3: TMP Roadway and Parking Map

Parking Arrangements – TMP Map 3

Markets user	Available areas
Buyer	CLA1, CLA2, CLA3 and Selling Floor loading docks
Passenger Vehicles (casual or reserved Parking)	CP1, CP2, CP4, CP5, CP7, CP9
Heavy Vehicles	Designated Truck Parking areas
Tenant Commercial Vehicles	Designated Parking Bay for Commercial Vehicles
Customer Parking for Brisbane Flower Market and Commercial Precinct	CP1, CP5, CP6, CP8

Site resources

The Brisbawarkets operates 24 hours a day, seven days a week.

At least two Authorised Officers are on Site at all times to oversee traffic flow, address congestion issues and oversee Parking across the Site. An Authorised Officer also provides emergency response to situations that may arise.

Authorised Officers will deploy a patrol Vehicle equipped with rooftop warning lights and traffic cones, ensuring they are fully prepared to respond to traffic control requirements or manage incidents, as applicable.

Market Officers, who are responsible to provide immediate response to incidents, are licensed security personnel trained in first aid and are familiar with requirements relating to traffic control.

All accidents, incidents, or emergencies must be reported promptly to BML by contacting (07) 3915 4274.

Road closures

BML may implement Road closures as required for Road works or infrastructure projects. All Road closures will be managed in accordance with a localised TMP to ensure safety and the smooth flow of traffic. Applicable signage and/or traffic controllers will be deployed to provide clear direction to traffic.

Drug and alcohol policies and procedures

The Regulations clearly set out Vehicle Operator requirements regarding prohibitions on operating a Vehicle on Site while under the influence of a substance that is illegal or which exceeds legal limits.

Tenants are responsible for implementing their own procedures or prohibitions under a Tenant TMP in respect of their own Tenant Employees' consumption of drugs or alcohol while performing business activities for, or on behalf of, the Tenant.

Traffic controls – line-marking

All Vehicle Operators accessing this Site are required to familiarise themselves with the line-marked traffic controls. These controls are indicated on the Site's line-marking diagrams, which are provided on the following page. Compliance with these markings is mandatory to ensure the safe and efficient movement of Vehicles throughout the Site.

Traffic controls – protecting the environment

There are no publicly available Vehicle washing facilities within the Brisbane Markets. Vehicles must not be washed on Site unless specific provision exists within a Tenant's Tenancy Area, including an interceptor trap, or an alternative arrangement has been approved in writing by BML.

Vehicles are not to be serviced within the Brisbane Markets Site.

Forklifts may only be serviced in BML's designated Forklift Service Bays by a licensed Forklift Service Provider.

Compliance with these environmental controls is mandatory to prevent pollution, protect Site infrastructure, and ensure adherence to all environmental regulations (Environmental Protection Act 1994 (EP Act)).

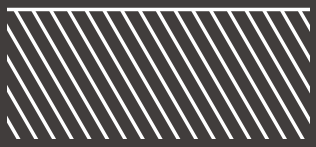
Signage

Signage at the Site is standardised and where practical, it is consistent with the Australian Standard AS1742 Manual of Uniform Traffic Control Devices and the Road Rules.

There are a number of site-specific Signs displayed at the Site that are not included in AS 1742 or the Road rules, and these form part of this TMP and are defined on Page 53.

Where a Pedestrian Crossing is provided across a Road, Pedestrians must use these crossings. A Pedestrian always has the right of way, and a Vehicle driver must slow down, give way to any Pedestrian on or near the Pedestrian Crossing, and never overtake another Vehicle stopped for a Pedestrian.

Line markings



Exclusion Zone Hatching

Used to mark exclusions zones.

White Zig Zag Warnings

Approaching intersection, Pedestrian Crossing, Pedestrian Walkway.

Pedestrian Crossings

Pedestrians have right of way while on these crossings. All Vehicles must give way to Pedestrians using Pedestrian Crossings. Pedestrians must use Crossings where these are available.

Pedestrian Walkways

Pedestrians must use Pedestrian Walkways, where these are available, to walk through this Site.

Forklift Work Area

Forklift work areas in the CTA and in loading zones designate a working area set aside for Forklifts. All other Vehicles are excluded from these areas.

Give Way Markings

At a Give Way sign a Vehicle must slow down or stop, if required, and give way to all traffic and pedestrians at the intersection.

Signal Red Painted Zones

Indicating a conflict zone where Vehicles and Pedestrians meet and shared responsibility is required.

Signage

No Semi-trailer or Articulated Vehicle access to this Road or area.

The designated lane is for the use of Forklifts only and Pedestrians should not access this lane.

Car Parking is available based on the direction of the arrow on the sign.

This is an entry only.

Forklifts are permitted to access this area.

Signage to advise Vehicles and Persons of the use of a radar.

9. Traffic Management rules for Zone 1 – Northern Industrial Precinct (NIP Zone)

The NIP of the Brisbane Markets is a secure Site with access limited to Markets Users who have been issued with an Access Card, those who are registered for Licence Plate Recognition (LPR) access and Visitors.

Entrances

The entrances to the NIP are separated into Vehicle access and Pedestrian access as shown in **TMP Map 4**.

General access

The NIP of the Brisbane Markets is a secure Site. Access is restricted to:

- Authorised Markets Users with Access Cards or registered for LPR access
- Access Approved Service Providers
- Access Approved Grower/Small Grower
- Access Approved Labour Hire Businesses
- Access Approved Transporters
- Approved Visitors.

Vehicle access

There are three Vehicle boom-gated entrances into the NIP as detailed in the map and table on pages 54 and 55.

TMP Table 1: Vehicle Access Points

Gate	Vehicle Type	Hours of Operation
A **Main Entry**	All Vehicles	• Gatehouse manned 24 hours a day, seven days a week • Access via Access Card or LPR at boom gate • No articulated Vehicle entry from 5am to 11am Monday to Saturday
B **Western Entry**	Designed for Heavy Vehicles	• Unmanned entry 24 hours a day, seven days a week (excluding Buyers) • Access via Access Card or LPR at boom gate
C **Curzon St Entry**	All Vehicles	• Unmanned entry – access via Access Card or LPR **Monday to Friday:** 2am to 2pm **Saturday:** Closed **Sunday:** 2am to 2pm

TMP Table 2: Pedestrian Access Points

Gate	Pedestrian Access	Hours of Operation
1 CTA Entry	• Turnstile/swing gate • People With Disability (PWD) access	• Access via Access Card
2 Brisbane Flower Market Entry	• Turnstile	• Access via Access Card
3 CP1	• Turnstile Ground Floor • Turnstile Level 2 • PWD access – swing gate on Level 2	• Access via Access Card
4 Western Entry	• Turnstile	• Access via Access Card
5 Fresh Centre (Main Entry)	• Automated entry door • PWD access	• Open Monday to Friday from 4am to 5pm • After-hours access via Access Card
6 The Fresh Centre (Eastern Entry)	• Turnstile	• Access via Access Card
7 The Fresh Centre (Northern Entry)	• Swing doors • PWD access	• Access via Access Card or by prior arrangement with an Authorised Officer

TMP Map 4: Access Points

Road rules

A Road within the NIP is not considered to be a Public Road, except during any period when that Road is generally accessible by the Public.

For the avoidance of doubt, the Queensland Road Rules apply at the NIP to the extent that they are relevant and appropriate.

LPR access

LPR technology is in use to allow automated entry at boom gates for Vehicles that are registered for LPR access. Drivers and all passengers in LPR-registered Vehicles must be access approved and hold a valid Access Card, except where the access is for an LPR-registered Transporter. Not all Vehicles are registered for LPR access to the NIP.

Access Card entry

Where a Vehicle is not LPR registered, an Access Card that permits Vehicle entry may, in certain circumstances, be used at the proximity reader at each boom-gated entrance.

Other Vehicle access

Drivers who are not Site access approved will need to provide a valid reason for entry to an Authorised Officer prior to being granted access to the NIP.

Pedestrian access

There are five main Pedestrian access points into the Northern Industrial Precinct as detailed in the map and table on pages 54 and 55.

Pedestrian access through boom-gated Vehicle entrances is prohibited.

CTA traffic controls

To manage traffic safely and efficiently within the CTA, which experiences multiple peak traffic periods each Trading Day, BML has established specific traffic controls and infrastructure improvements.

- Trading/Buying – 6am to 11am (the Trading Hours).

The CTA has a specific configuration to enhance traffic flow, safety, and operational efficiency, including:

- a 10,500 m^2 roof to weatherproof the area
- high-intensity lighting
- line marking, as detailed in **TMP Map 5**, to clearly indicate:
  i. traffic flow
  ii. Trade Out Area
  iii. Display/Consolidation Area
  iv. Forklift Work Area
  v. Pedestrian Walkway
  vi. licensed Buyer Parking Bays.

During Trading Hours, Pedestrians and Vehicle operators should exercise extreme caution and adhere to designated Pedestrian and Vehicle movement paths to minimise congestion, and to ensure the safety of themselves and all other Persons.

Forklift work area

Forklift work areas in the CTA and in loading zones designate a working area set aside for Forklifts. All other Vehicles are excluded from these areas.

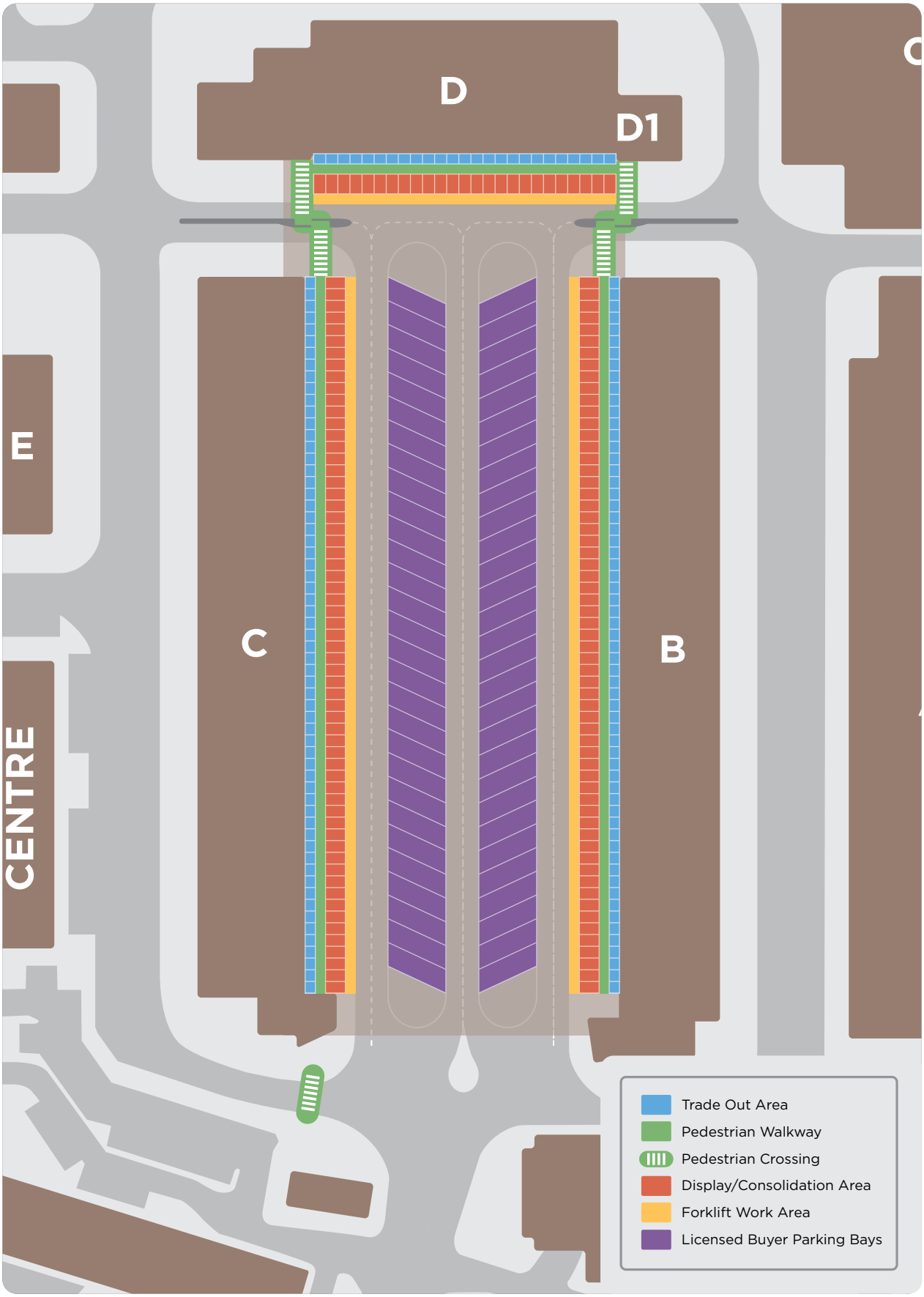
CTA Selling Floor Tenants

During Trading Hours (6am – 11am, excluding weekends and public holidays), Selling Floor Tenants in Buildings B, C, and D are licensed to:

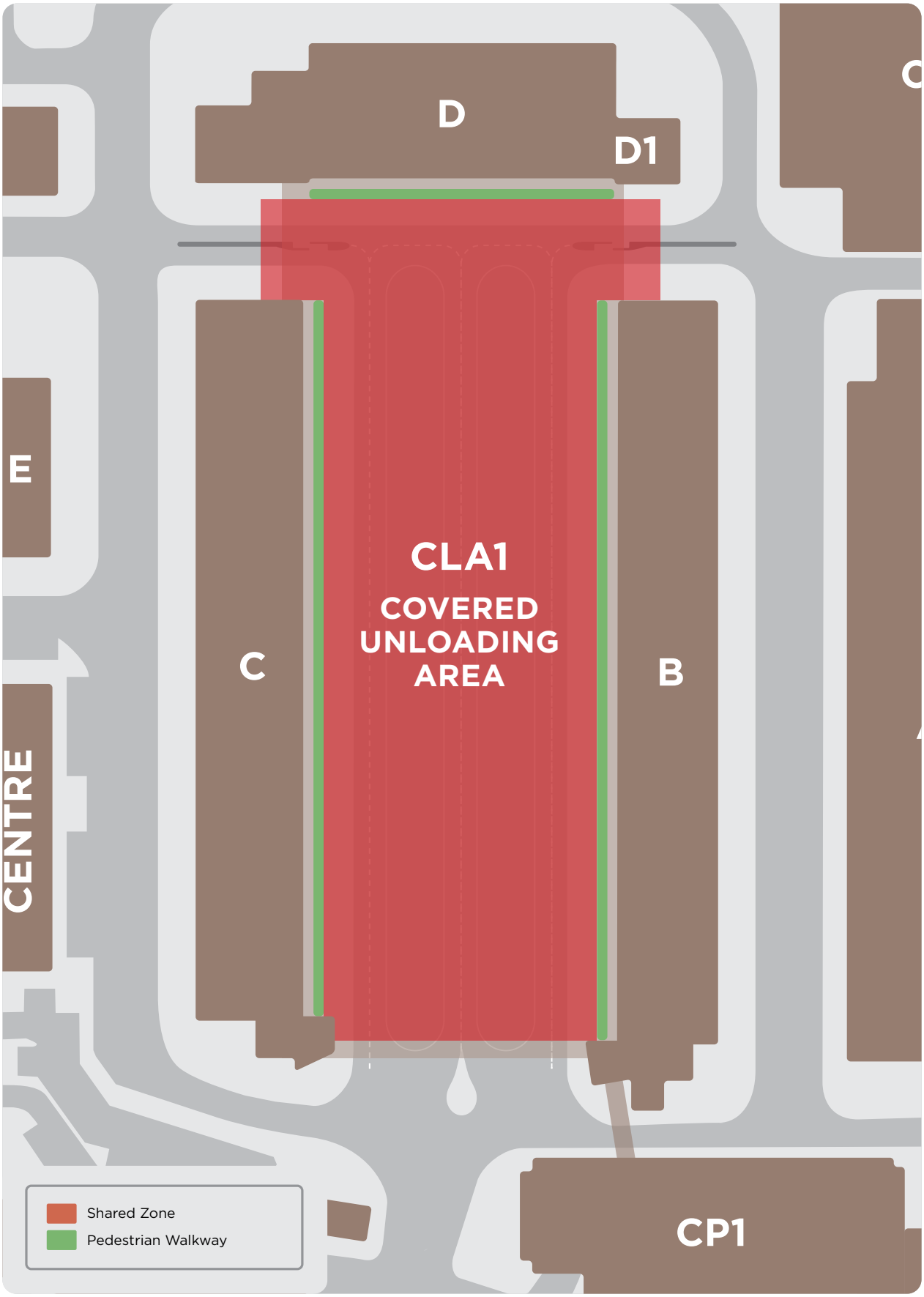
- trade up to the Trade Out Area boundary line adjacent to their Tenancy Area
- display and consolidate goods in the area depicted as the Display/Consolidation Area
- operate a pallet jack or Forklift in the Forklift Work Area (no consolidation or staging of items is permitted in this area)
- keep the Pedestrian Walkway clear at all times
- clear and clean the licensed area at the end of Trading Hours.

Where a Pedestrian leaves the Walkway adjoining Building B, C or D to cross a Roadway between Buildings, they enter a Shared Zone, which is indicated by signage. A Shared Zone is an area where Pedestrians and Vehicles share the Road. Pedestrians have right of way in Shared Zones and Vehicle Operators, including Forklift Operators, are required to exercise due care. Pedestrians are also expected to act with due care for their own safety. Both Pedestrians and Vehicle Operators share responsibility for maintaining a safe environment within Shared Zones. Refer to **TMP Map 6**.

TMP Map 5: Selling Floors and CTA Layout



TMP Map 6: CTA Shared Zone and Pedestrian Walkways



CTA Vehicles

All Vehicles operating within the CTA must adhere to the Shared Zone speed limit of 10 km/h. Any breach of this speed limit may result in remedial actions in accordance with the Regulations.

Heavy Vehicles are prohibited from entering the CTA during Trading Hours on Trading Days. Compliance with these Vehicle restrictions is mandatory to ensure the safety of Pedestrians, Buyers, Tenants, and other Vehicle Operators within the CTA.

CTA Forklift Operators

On Trading Days, Forklift Operators are prohibited from driving onto the Pedestrian Walkways adjacent to Buildings B, C and D from 6am to 8am.

CTA Pedestrians

Pedestrians accessing or moving within the CTA are required to keep to the designated Pedestrian Walkway unless they are crossing from one Building to another or accessing their Vehicle in a Parking Bay. Refer to **TMP Map 6 and TMP Map 7**.

CTA Buyers

Access Approved Buyers are granted access by BML to enter the NIP in accordance with their Access Category timings. Buyers are not permitted to enter the CTA prior to 6am.

Buyers who hold a licenced Parking Bay are authorised to use this area to consolidate their purchases from Selling Floor Tenants, or otherwise in accordance with the terms of the licence issued to them.

Vehicles parked in the Selling Floor Loading Zones (as detailed in **TMP Map 7**) at the rear of Buildings B, C, D and adjoining Buildings A and E, must not encroach onto Pedestrian Walkways or Roads adjacent to these Zones, ensuring safe access for both Pedestrians and other Vehicles.

Buyers who do not hold a licence for a Parking Bay in the CTA must park in a designated Parking Bay licensed to them outside of the CTA or in the Selling Floor Loading Zones at the rear of the Selling Floor Buildings. Compliance with these Parking and access rules is mandatory to maintain safety and operational efficiency within the CTA.

A Tenant or Tenant Employee is not permitted to park a Passenger Vehicle in Selling Floor Loading Zones.

Pedestrian controls

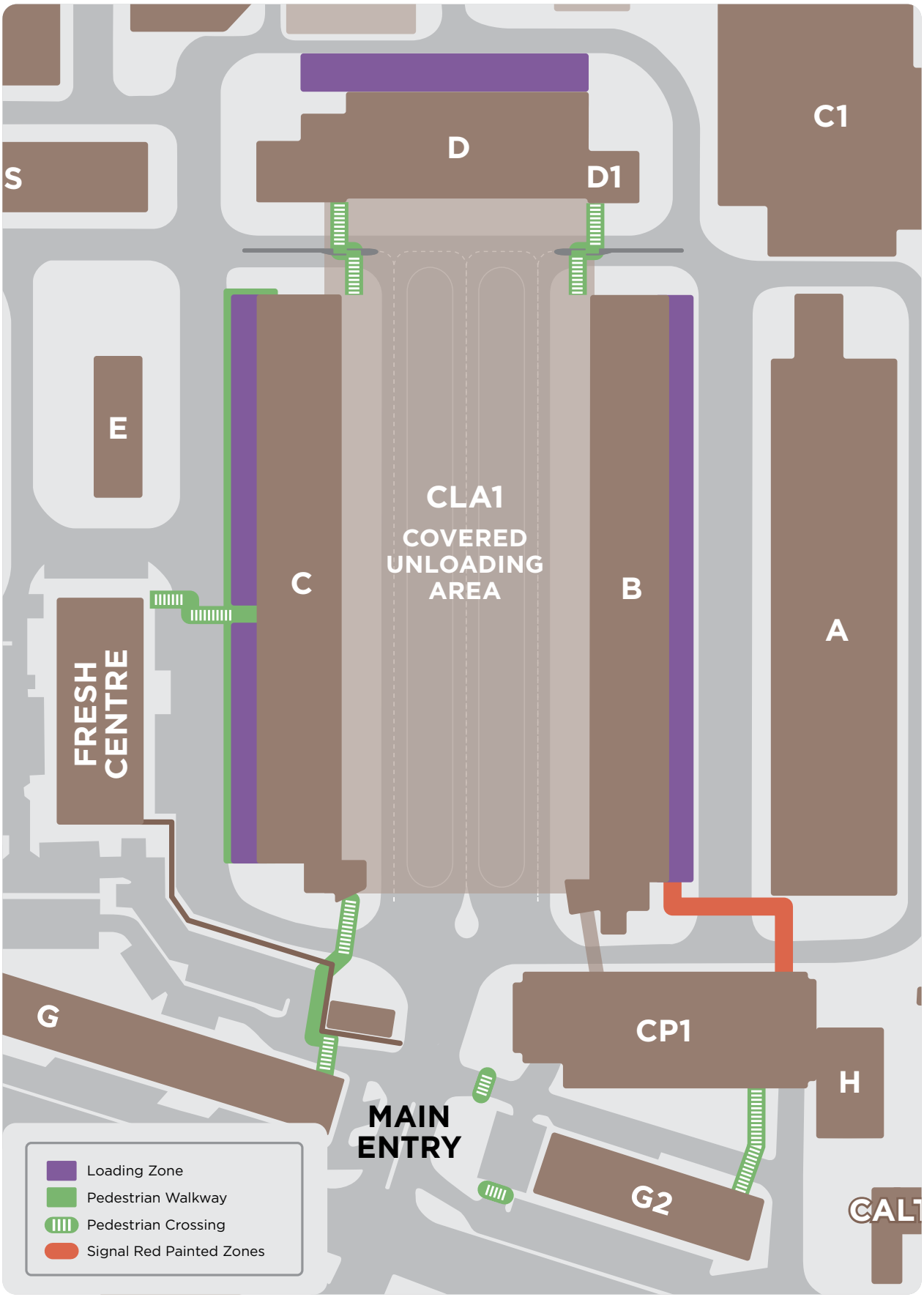
All Pedestrians within the NIP Zone must comply with the Pedestrian Rules as set out in the Regulations (refer Section 5.2(a): Pedestrian Rules). This includes using designated Pedestrian Crossings to cross Roads, where these are provided. Within the Warehouse Precinct, Pedestrians are required to use marked Pedestrian Walkways wherever available.

In areas where neither Pedestrian Crossings nor Pedestrian Walkways are provided, Pedestrians must exercise due care when crossing Roads or moving through the Warehouse Precinct. Pedestrians must walk facing oncoming traffic in two-way systems, remain alert to Loading Zones and warehouse entrances, and avoid using mobile phones or other electronic devices while walking in these areas. Compliance with these controls is essential to ensure Pedestrian safety and the smooth movement of Vehicles within the Warehouse Precinct.

Forklift Rules

All Forklift Operators on Site must comply with the Forklift Rules as set out in the Regulations (refer Section 6: Forklift Rules). Operators are required to follow these rules at all times to ensure the safety of Pedestrians, other Vehicle Operators, and Site Personnel, as well as to maintain the efficient operation of the Warehouse Precinct and CTA.

TMP Map 7: Loading Zone and Pedestrian Walkways



Warehouse Precinct – traffic controls

The Warehouse Precinct in the NIP Zone as shown in **TMP Map 8**, contains a combination of two-way and one-way traffic flows. Where an area of Zone 1 includes a one-way traffic system or a Forklift contra flow system, individual maps of these areas are included. Refer to **TMP Map 9**, **TMP Map 10** and **TMP Map 11**.

Warehouse Precinct – speed limit

The map of the NIP Zone shows the extent of the Warehouse Precinct within the NIP. The relevant traffic flow in each of these Zones is highlighted in the map.

All Vehicles operating within the Warehouse Precinct must comply with the 20 km/h speed limit that applies on Roads, and the 10 km/h speed limit for Common Areas that are not a Road. Within the CTA, a speed limit of 10 km/h applies.

BML's Authorised Officers regularly monitor Vehicle speeds using radar checks to ensure compliance with these limits. Any breach of the prescribed speed limits may result in Remedial Actions in accordance with the Regulations. Adherence to these speed limits is mandatory to maintain the safety of all workers, Visitors, and Vehicle Operators on Site.

Traffic controls – deliveries to Warehouses

Vehicle Operators must not cause congestion on Roads, Loading Zones, or Docks while waiting for their Vehicles to be loaded or unloaded. All B-Double Vehicles entering the Brisbane Markets must be split into their respective A and B Trailers in the Truck Holding Area. Only one Trailer may be unloaded at Loading Docks or in the CTA at any one time between 10pm and 4am. All Trailers must be equipped with either covered skid rails or barrier protection. Articulated Vehicles, including B-Double Vehicles, are prohibited from entering the CTA during Trading Hours.

Vehicles parked in Loading Zones or on Docks adjacent to Warehouses must not encroach onto Pedestrian Walkways or Roads. Tenants are responsible for managing their loading and unloading activities, together with all associated Vehicle movements, to ensure compliance with the Regulations and this TMP. Tenants must not direct Vehicles to wait in Docks or Loading Zones that are not directly in front of their Tenancy Area. Where space is unavailable in a Tenant's Loading Zone or Dock, Vehicles must be directed to the Truck Holding Area, as shown in **TMP Map 3** (page 50).

The Truck Holding Area is intended for long-term Parking. Vehicle Operators must not park Vehicles or Trailers in the Truck Holding Area for more than eight hours within any 24-hour period. Compliance with these controls is mandatory to maintain safety, prevent congestion, and ensure the efficient operation of warehouse deliveries.

Traffic controls – Roads

Tram Tracks

Tram Tracks provide short-term Parking for Buyers and Tenant Commercial Vehicles and are located between Buildings A and B and between Buildings C and E/F.

Tenants and Tenant Employees are not permitted to park their private Vehicles in the Tram Tracks. The Tram Tracks between Buildings A and B, and between Buildings C and E/F, are flanked by dual carriageway Roads as shown on **TMP Map 9**. Compliance with these controls ensures safe Vehicle movement, clear access to Loading Zones, and orderly short-term Parking for Buyers and Tenant Commercial Vehicles.

One-way system

Several roads within the Warehouse Precinct operate as one-way systems to manage traffic flow and enhance safety. Forklift Operators are permitted to drive against the one-way traffic flow only within designated contraflow lanes where these have been provided. All other Vehicles must comply with the one-way traffic directions to ensure safe and efficient movement throughout the Warehouse Precinct.

Building A

The Road on the eastern side of Building A is one-way heading north. A designated Forklift contraflow lane, indicated in orange on **TMP Map 10**, is provided and must be used by all Forklift Operators.

Building V

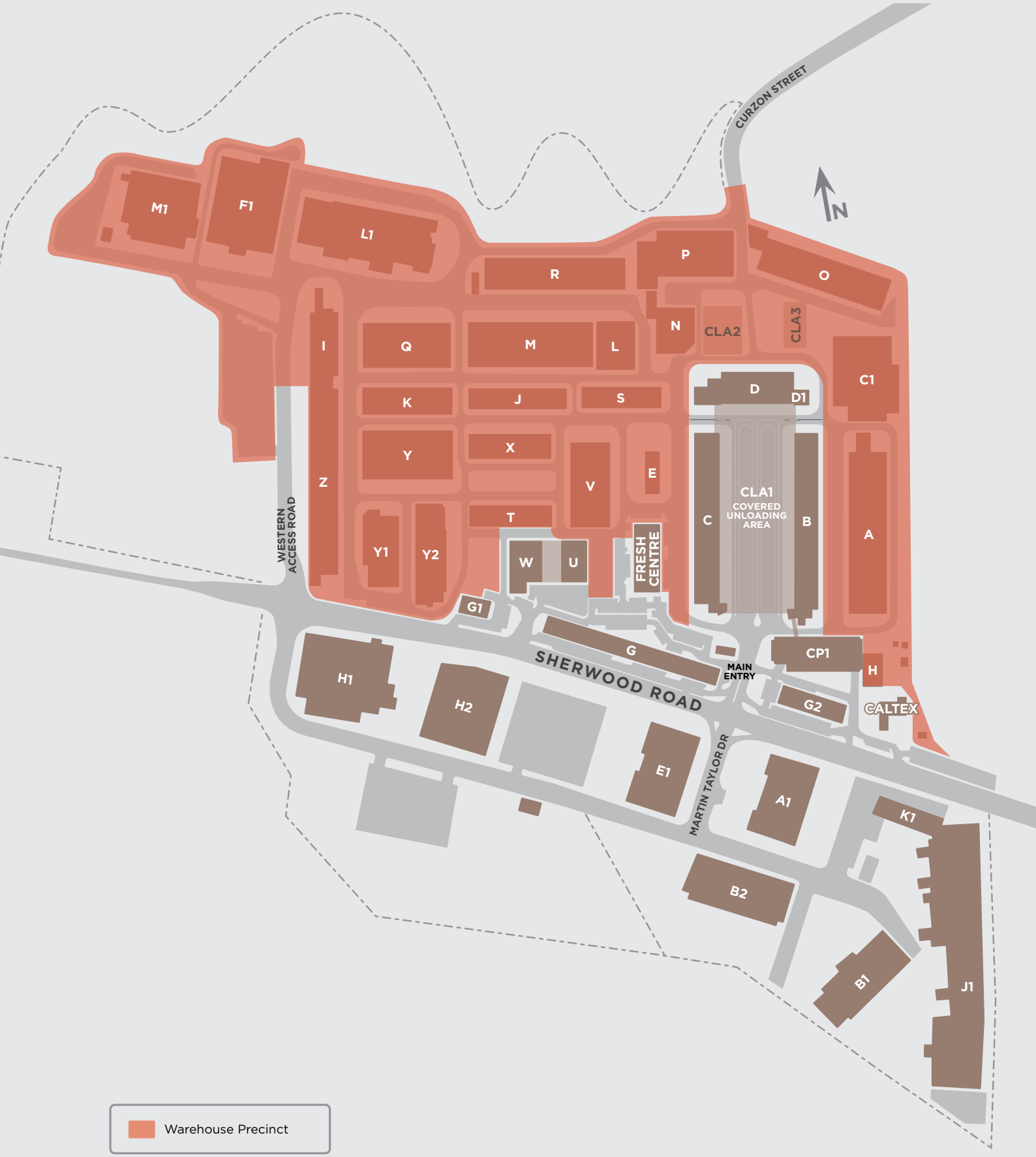
The Road to the south of Building V operates as a one-way system heading West. Clear signage and line-marking provide directions to all Vehicles, and a designated Forklift contraflow lane, shown in orange on **TMP Map 11**, must be used by all Forklift Operators.

Building Y1 and Y2

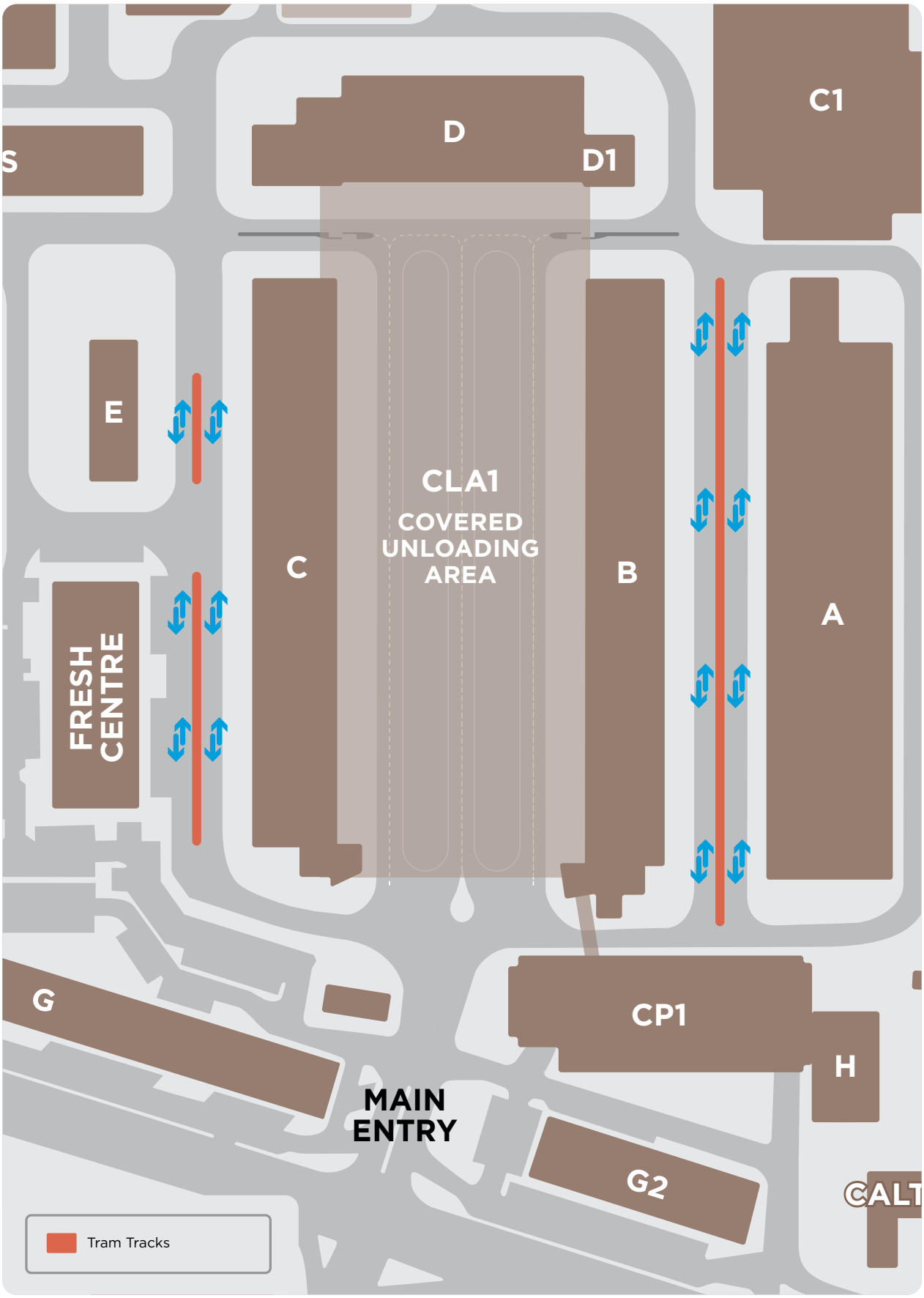
Between Buildings Y1 and Y2, the Road is one-way heading north, while the Road to the south of Building Y1 is one-way heading east. A separate Forklift contraflow lane is provided around Building Y2, also shown in orange on **TMP Map 11**, which must be used by Forklift Operators.

Compliance with all one-way systems and Forklift contraflow lanes is mandatory to maintain safe and efficient Vehicle movement throughout the NIP.

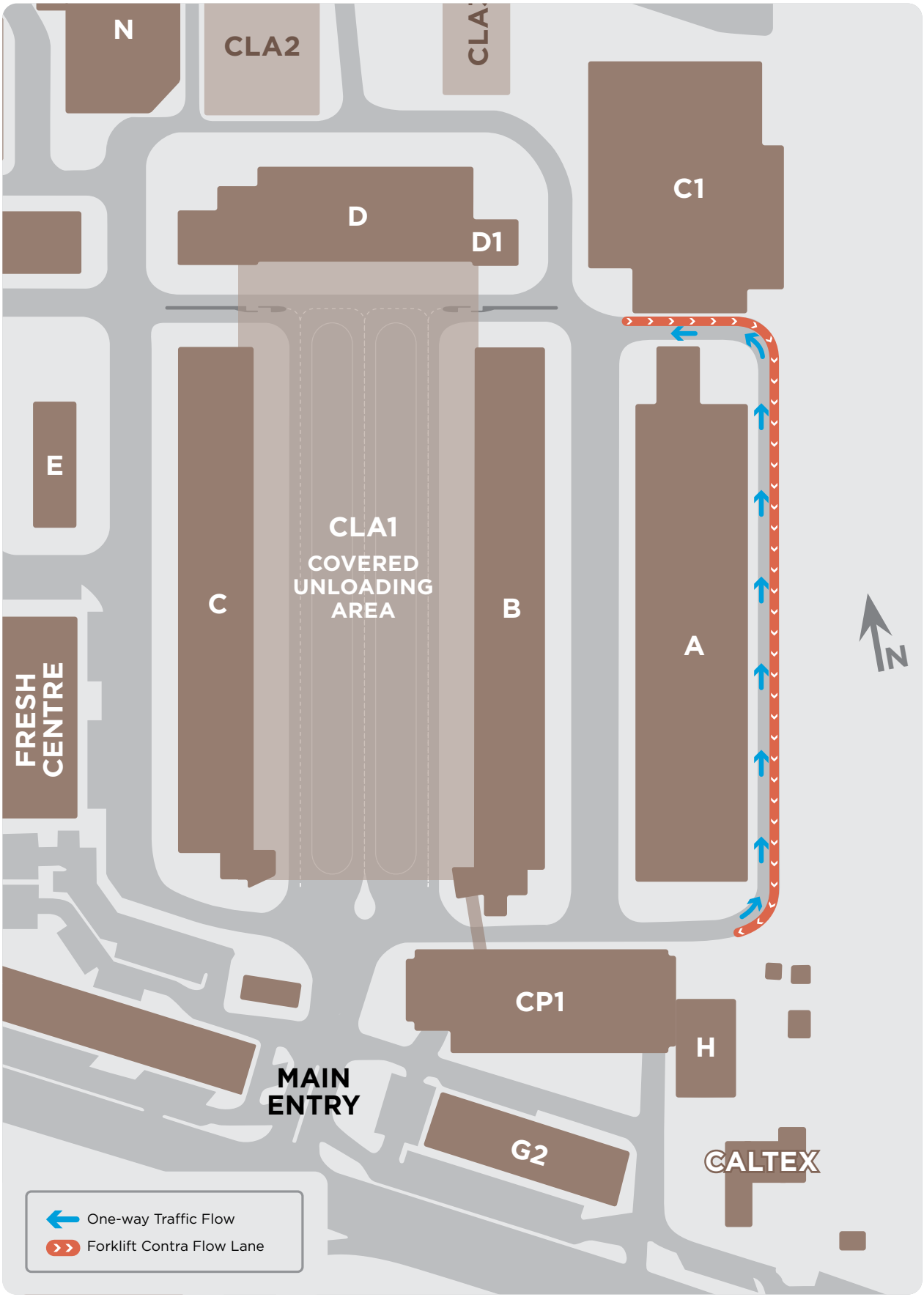
TMP Map 8: Warehouse Precinct



TMP Map 9: Tram Tracks



TMP Map 10: One-way System – Building A



TMP Map 11: One-way System – Buildings V, Y1/Y2

10. Traffic Management rules for Zone 2 – Brisbane Flower Market and Commercial Precinct (Commercial Zone)

General access

The Road entrances to the areas within this Zone are accessible from Sherwood Road, which is a Public Road. Areas within this Zone include:

- Brisbane Markets Commercial Precinct Buildings (G, G1, G2)
- Brisbane Flower Market
- Caltex Service Station.

All buildings have surrounding car parks that are available for public customer car Parking when visiting Tenants of this area or retail outlets in the shopping precinct.

Road rules

All Vehicles operating within this Zone are to be operated in accordance with Queensland Road Rules and must be registered for use on a Road. All speed limit signage must be obeyed, and the maximum speed limit of 20 km/h must not be exceeded.

Brisbane Flower Market

The Brisbane Flower Market is open for trading during the following times:

- Monday to Friday: 5am to 3pm
- Saturday: 6am to 1pm

Customer car Parking is available within CP8 adjoining the Brisbane Flower Market precinct, including PWD Parking. Outside of these times there is no access available to the public.

The Brisbane Flower Market is a Shared Zone with a speed limit of 10 km/h. Where a Pedestrian leaves the Walkway to cross a Roadway, they enter a Shared Zone, which is indicated by signage. A Shared Zone is an area where Pedestrians and Vehicles share the Road. Pedestrians have right of way in Shared Zones and Vehicle Operators, including Forklift Operators, are required to exercise due care. Pedestrians are also expected to act with due care for their own safety. Both Pedestrians and Vehicle Operators share responsibility for maintaining a safe environment within a Shared Zone.

The Brisbane Flower Market has a one-way traffic flow within the Shared Zone, as shown in **TMP Map 12**.

Commercial Precinct Buildings

A variety of businesses operate from the Commercial Precinct and operating hours vary. Customer car Parking is available within CP1 and CP6 during weekdays, and also in CP7 on a Saturday.

The Brisbane Markets Commercial Centre has a one-way traffic flow around the building at the north and south, which adjoin a two-way traffic flow to the east and west.

Building G2 has a one-way traffic flow to the east and north, and two-way traffic in other areas.

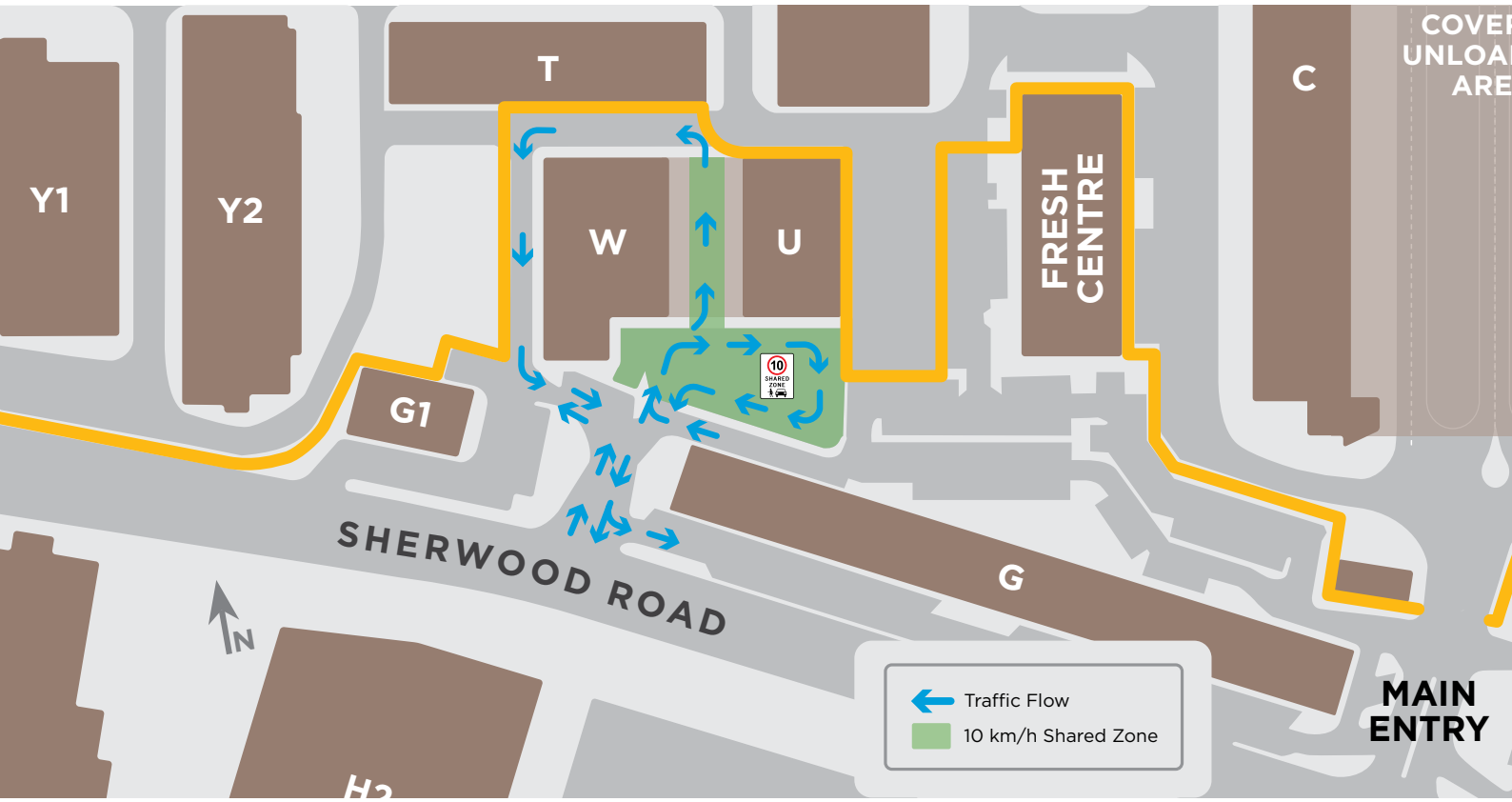
Pedestrian access

Pedestrians should park their Vehicle in a car park and use Walkways or Pedestrian Crossings where available. Where a Pedestrian is required to cross a Road or walk on a Road, they must exercise caution and be aware of their surroundings. Pedestrians should be aware that hazards such as wheel stops exist in car parks and must walk around a wheel stop.

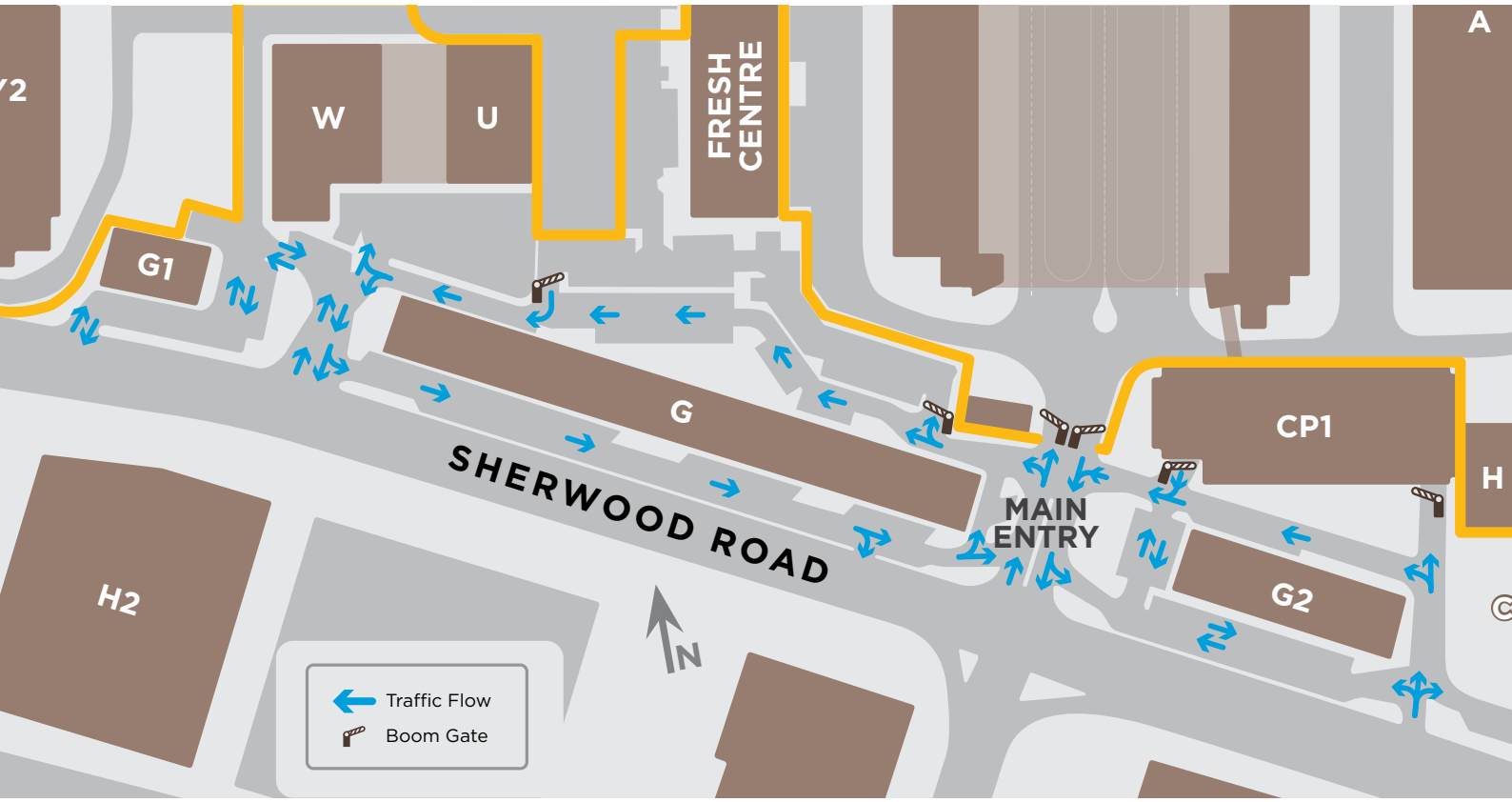
Signage and Parking management

Car Parking is available surrounding Buildings G, G1, G2 and the Service Station. Signage is displayed indicating 30-minute, 1-hour, 2-hour and 3-hour Parking restrictions. Parking times are managed and parking charges can be applied where Vehicles do not comply with displayed signage.

TMP Map 12: Traffic Flow – Brisbane Flower Market



TMP Map 13: Traffic Flow – Commercial Precinct



11. Traffic Management Rules for Zone 3 – Brisbane Markets South Gate (South Gate Zone)

General access

The entrances to Brisbane Markets South Gate are via the signalled intersections on Sherwood Road at Martin Taylor Drive and opposite the Western Access Road.

Road rules

All Vehicles operated within Brisbane Markets South Gate are to be operated in accordance with Queensland Road Rules and must be registered for use on a Road. All speed limit signage must be obeyed, and the maximum speed limit of 20 km/h must not be exceeded.

Vehicle access

There are no boom-gated entrances.

All Roads at Brisbane Markets South Gate are a Public Road.

Traffic controls

All Roads are two-way. The entrances to and from the South Gate Zone are via traffic signalled intersections at Sherwood Road.

Pedestrian controls

All Pedestrians must comply with the Pedestrian Rules as set out in the Regulations (refer Section 5.2 (a): Pedestrian Rules). This includes using designated Pedestrian Crossings to cross Roads where these are provided. Pedestrians are required to use Footpaths or marked Pedestrian Walkways wherever available.

In areas where neither Crossings nor Walkways are provided, Pedestrians must exercise due care when crossing Roads or moving through the Warehouse Precinct. Pedestrians must walk facing oncoming traffic in two-way systems, remain alert to Loading Zones and Warehouse entrances, and avoid using mobile phones or other electronic devices while walking in these areas. Compliance with these controls is essential to ensure Pedestrian safety and the smooth movement of Vehicles within the South Gate zone.

Forklift Rules

All Forklift Operators on Site must comply with the Forklift Rules as set out in the Regulations (refer Section 6: Forklift Rules). Operators are required to follow these rules at all times to ensure the safety of Pedestrians, other Vehicle Operators, and Site Personnel, as well as to maintain the efficient operation of the Warehouse Precinct and Central Trading Area.

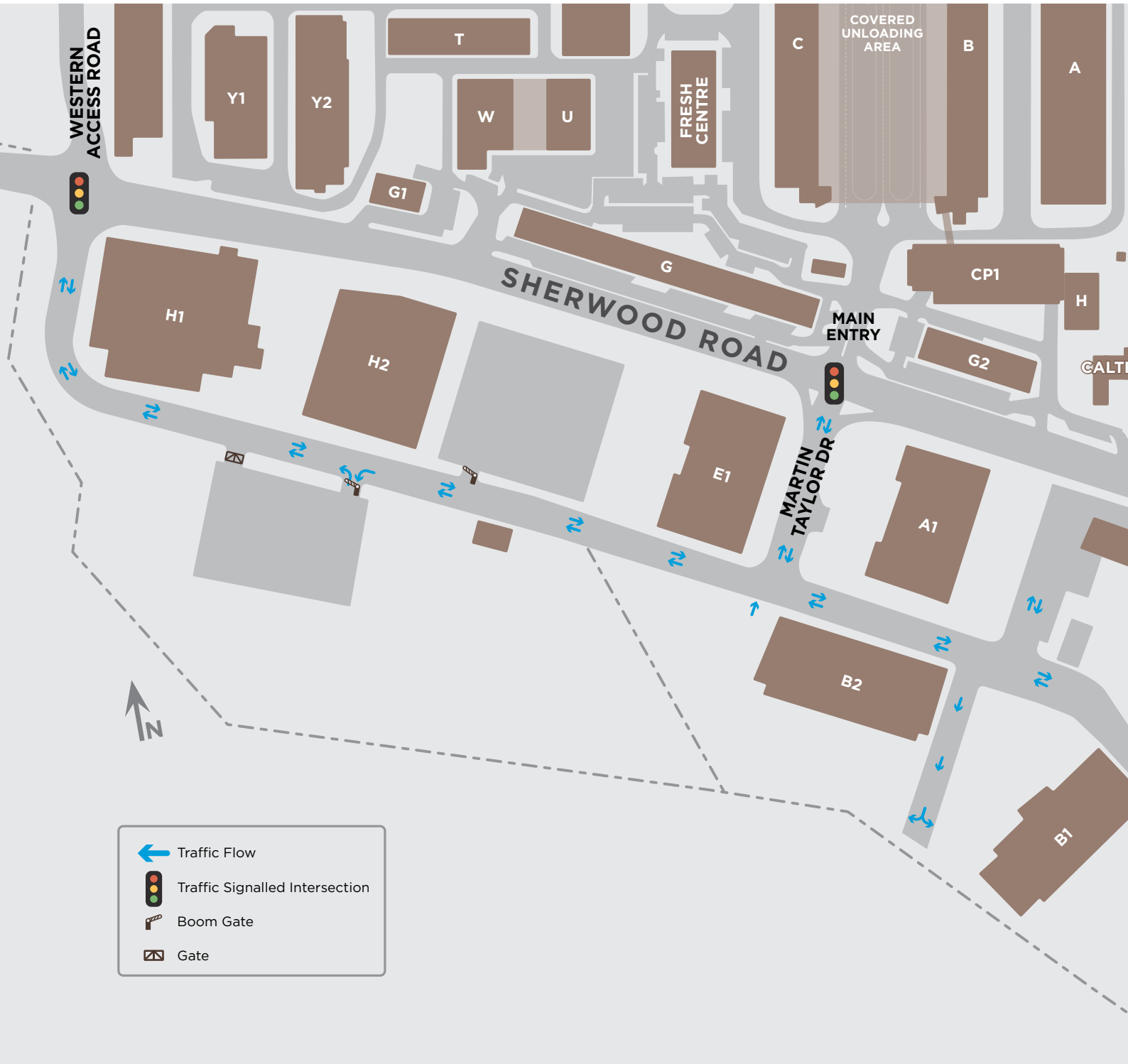
Traffic controls – deliveries to Warehouses

Vehicle Operators must not cause congestion on Roads, Loading Zones, or Docks while waiting for their Vehicles to be loaded or unloaded. All B-Double Vehicles entering the Brisbane Markets must be split into their respective A and B Trailers in the Truck Holding Area.

Vehicles parked in Loading Zones or on Docks adjacent to Warehouses must not encroach onto Pedestrian Walkways or Roads. Tenants are responsible for managing their loading and unloading activities, together with all associated Vehicle movements, to ensure compliance with the Regulations and this TMP. Tenants must not direct Vehicles to wait in Docks or Loading Zones that are not directly in front of their Tenancy Area. Where space is unavailable in a Tenant's Loading Zone or Dock, Vehicles must be directed to the Truck Holding Areas, as shown in **TMP Map 3** (page 50).

The Truck Holding Area is not intended for long-term Parking. Vehicle Operators must not park Vehicles or Trailers in the Truck Holding Area for more than eight hours within any 24-hour period. Compliance with these controls is mandatory to maintain safety, prevent congestion, and ensure the efficient operation of Warehouse deliveries.

TMP Map 14: Traffic Flow – South Gate



BROS
MARKET EGG SUPPLIES

FRED E. CHAVE
J. ALLEN

BRISBANE MARKETS LIMITED®