

# MELBOURNE

**MARKET**

**OPERATING**

**RULES**

Version 4.0





## **Welcome to the Melbourne Market at Epping.**

The Melbourne Market Authority (MMA) is responsible for the management and operations of the Melbourne Market.

Providing a safe place for Market users to trade, employees to work and people to visit is a top priority.

This state-of-the-art Market has been designed to allow you to conduct your tasks:

- easily,
- safely, and
- cost effectively.

To ensure this design intent is realised, we all have a responsibility to follow these

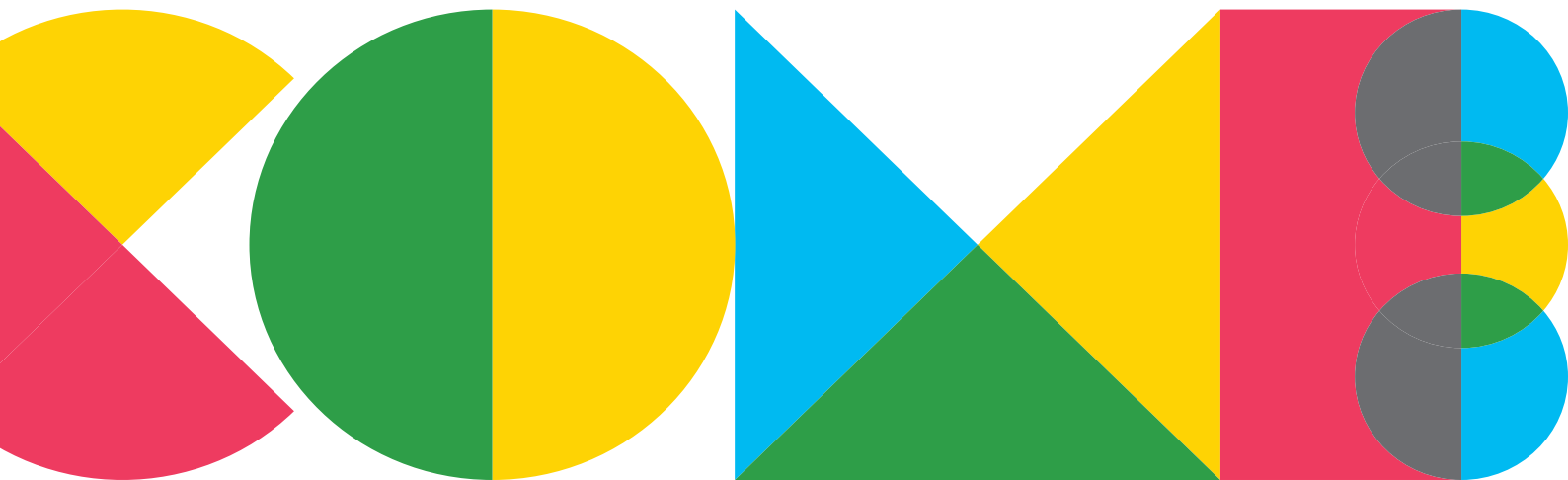
Market Operating Rules. Whatever your role in the Market, you have a legal duty of care to work in a manner that is not harmful to your health, safety and environment and/or the health of others.

This includes behaving in an orderly manner and keeping the Market a clean workplace.

The Operating Rules are enforced through a demerit points system that links behaviours of employees to the employer's record - as ultimately your employer is responsible for your actions and behaviour on Market land.

If you require clarification on any aspects of these Operating Rules, please contact the Customer Service Centre.

Again, welcome to the Melbourne Market, the epicenter of Victoria's fresh produce industry.





**The Definitions**



**Market Business – requirements of a Market Business**



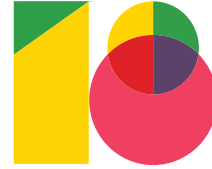
**Access Cards and Visitor Passes**



**Post box for Market Businesses**



**Waste management and Pallet Clearance**



**Pallet clearance fees**



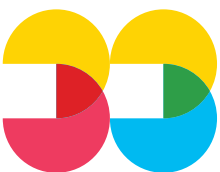
**Workplace health and safety**



**Privacy**



**Indemnity**



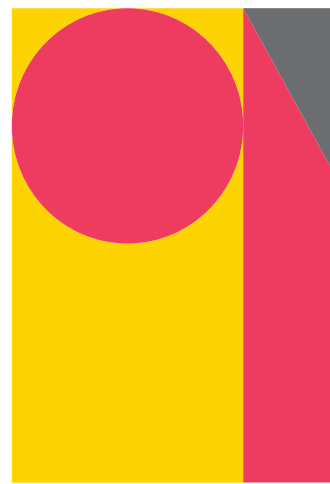
**Annexure A**

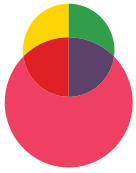
Map of Market Land



**Annexure B**

Enforcement of operating rules, appeals process and demerit points schedule





**Access to  
Market Land**



**Conduct on  
Market Land**



**Trading on  
Market Land**



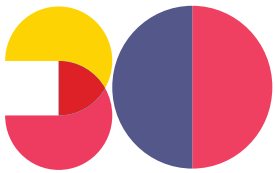
**Vehicle, road and  
traffic management**



**Specific vehicle  
restrictions**



**Parking of vehicles**



**Limitation of liability**

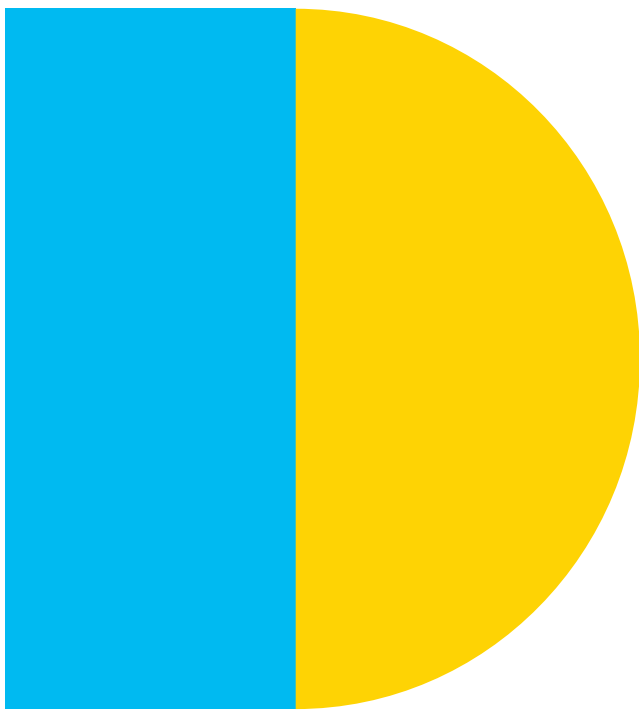


**Variation of Market  
Operating Rules**



**General**





# THE DEFINITIONS

**Access Card** means a permit issued by the MMA to a Person entitling that Person to enter Market Land at the times and on the conditions determined by the MMA.

**Access Card Fee** means the relevant fee specified in the Schedule of Fees.

**Act** means the Melbourne Market Authority Act 1977 (Vic), as amended or re-enacted from time to time.

**Approved Access Point** means Gate 1, 2 and 3 as marked on the Plan.

**Authorised Representative** (and where relevant Authorised Representatives) means the Chief Executive Officer of the MMA, a Person or group of Persons employed by the MMA that have been designated an Authorised Representative or a Person or group of Persons authorised in writing to act as an Authorised Representative by the Chief Executive Officer of the MMA.

**Ban** means permanent exclusion from Market Land.

**Business Day** means a day which is not a Saturday or Sunday, or a public holiday in Melbourne.

**Claim** includes any legal proceedings, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

**Common Area** means those areas of Market Land provided by the MMA from time to time for the common use of occupants of Market Land and includes without limitation the entrances, lobbies, corridors, toilets, stairways, areas designated by the MMA for parking of cars, trucks and other vehicles and loading and unloading vehicles, driveways, access and egress roads, and other common amenities other than those reserved to the MMA or to any Person claiming through or authorised by the MMA.

**Cost** means the estimated damage and loss incurred by the MMA and the MMA's associates as a result of a Person breaching an Operating Rule and includes fees, expenses and legal costs calculated on an indemnity basis.

**Dangerous Goods** has the same meaning as in the Dangerous Goods Act 1985 (Vic) and includes substances and articles that are likely to cause injury to any Person or damage to any property.

**Demerit Point** means a penalty point allocated to a Person for a breach of the Operating Rules.

**Deposit** means an amount to be determined by the MMA and published on the MMA's website reflecting the costs to the MMA of conducting a Tribunal Hearing. Such amount will not be less than \$1,000.00.

**Designated Buyer Entry Time** means the times at which buyers may enter onto Market Land as specified by the MMA from time to time.

**Designated Forklift Storage Bays** means the area designated and marked as such on the Plan.

**Designated Forklift Path** means the pathway which is marked and designated as being suitable for use only by forklifts.

**Direct Sale** means a sale that is effected by the physical attendance of the buyer or his, her or its associate at the point of sale on the Market Land.

**Emergency Services** means the Victoria Police, the Metropolitan Fire and Emergency Services Board, the State Emergency Services, Ambulance Victoria and any other State emergency service that may be required to attend to an emergency on that Market Land.

**Enforcement Actions** means the action(s) taken by an Authorised Representative in respect of any breach of these Operating Rules which may (without limitation) include the actions listed in Annexure B of the Operating Rules.

**Environmental Management Plan** means the plan issued by the MMA regarding the environment and sustainability of the operation of the Market Land.

**Flower Stand** means a Licensed Area within the National Flower Centre.

**Flower Selling Floor** means the selling area comprising the Flower Stands designated by the MMA from time to time for the sale of flowers in the National Flower Centre.

**Flower Truck Park** means the area designated and marked as such on the Plan.

**Forklift Crossover** means a pathway within the Trading Store Building which is marked and designated as being suitable for use by forklifts but excludes Pallet Jacks and other Vehicles.

**Goods** means merchandise, property or equipment that a Tenant or Licensee:

- (a) offers for sale or hire; or
- (b) uses in the conduct of its business.

**Induction Program** means the program for Access Card holders determined by the MMA from time to time and as provided on its website.

**Infringement Notice** means a notice issued under clause 1.4 of this Annexure B.

**Infringement Schedule** has the meaning given in clause 2 of this Annexure B.

**Insolvency Event** means where a Market Business:

- (a) is insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth);
- (b) is presumed by a court to be insolvent by reason of section 459C(2) of the Corporations Act 2001 (Cth);
- (c) has a liquidator or provisional liquidator appointed in respect of it;
- (d) has an administrator appointed over all or substantially all of its assets or undertaking (and whose appointment is not withdrawn within five Business Days);
- (e) has a receiver, receiver and manager or other controller within the meaning of section 9 of the Corporations Act (Cth) or similar officer appointed to all or substantially all of its assets or undertakings (and whose appointment is not withdrawn within five Business Days);
- (f) except to reconstruct or amalgamate while solvent, has an application or order made, a resolution passed, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications or steps or an application withdrawn or dismissed within 20 Business Days) for its winding up or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or

- (g) admits in writing that it is, or is declared to be, insolvent or unable to pay all of its debts when they become due and payable.

**Interest** means the amount calculated as follows for the period after the date on which a Cost is due and payable at the standard business lending rate as published from time to time by ANZ Bank, plus 2%.

**Internal Review Notice** means a notice in the form of the internal review notice published on the MMA's website, as may be amended from time to time.

**Law** means any statute, regulation, proclamation, ordinance or by laws of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by laws under that statute.

**Lease** means a lease to a Tenant for the whole or any part of Market Land.

**Leased Premises** means an area of Market Land which is the subject of a Lease.

**Licence** means a licence to a Licensee from the MMA on Market Land and includes a Flower Stand or Trading Stand but does not include a Parking Permit.

**Licensed Area** means an area of Market Land which is the subject of a Licence.

**Licensee** means a person who holds a licence.

**Market** means the Melbourne Wholesale Fruit, Vegetable and National Flower Centre at Cooper Street, Epping.

**Market Approved Vehicles** means golf buggies and scooters and other vehicles approved in type and individually by the MMA for use on Market Land (but excludes Vehicles and Trucks).

**Market Business** has the meaning given to that term in Rule 1.1.

**Market Business Associate** means any Person who satisfies the requirements in Rule 2.1(b) and is issued with an Access Card and in any case includes a principal, director, officer, employee, agent, contractor, consultant, nominee, licensee or adviser of a Market Business.

**Market Land** means the land identified in the Plan.

**Market Vehicle Park** means the:

- (a) Flower Truck Park;
- (b) Passenger Vehicle Park;
- (c) Truck Park;
- (d) Vehicles Trading Complex Parking Area;
- (e) Visitor Car Park; and
- (f) any other area designed as a parking area by the MMA from time to time.

**MMA** means the Melbourne Market Authority.

**MMA's Associates** means the MMA's employees, agents, consultants, contractors or invitees (but, for avoidance of doubt, excludes any Market Business and Market Business Associate or Market Business Visitor).

**National Flower Centre** means the flower market located on Market Land containing the Flower Selling Floor as designed on the Plan.

**Nominee** means a Person who is registered with the MMA as a nominee of a Market Business for the purposes of these

Operating Rules in accordance with the requirements as determined by the MMA from time to time.

**OH&S Requirements** means the Occupational Health and Safety Act 2004 (Vic), the Occupational Health and Safety Regulations 2007 (Vic) and all other applicable Laws, Approvals and Quality Standards and relevant codes of practice relating to occupational health and safety.

**OH&S Plan** means the occupational health and safety plan for Market Land as published on the MMA's website.

**Pallet Jack** means a manually operated device for lifting and moving loads.

**Parking Permit** means a permit granted by the MMA

to a Person in respect of using a Parking Space for parking or storing a Vehicle.

**Parking Space** means an area of Market Land that is allocated and marked as an area of Market Land for the parking of Vehicles.

**Passenger Vehicle** means a Vehicle built primarily for the conveyance of private passengers.

**Passenger Vehicle Park** means the area designated and marked as such on the Plan.

**Pedestrian Walkway** means a pathway on Market Land which is designated and marked as exclusively for use by pedestrians.

**Person** means a natural person.

**Personal Information** has the meaning given to that term in the Privacy and Data Protection Act 2014 (Vic).

**Plan** means the plan of the Market Land set out in Annexure A.

**Policy and Procedure** means any policy or procedure developed and implemented by the MMA regarding any aspect of the use and operation of the Market, including but not limited to regulating the occupants of Market Land, the use of the Leased Premises or Licensed Areas, the Common Area or Market Land generally, the management, security, safety, health, care or cleanliness of Persons on Market Land or the Market Land generally.

**Post Box** means a post box on Market Land nominated by the MMA for the Market Business' use.

**Post Box Fee** means the relevant fee specified in the Schedule of Fees.

**Produce** means fruit and vegetables and all other products which are approved for sale at the Market by the MMA from time to time.

**Recessed Loading Docks** means the area designated and marked as such on the Plan.

**Recess Loading Docks Protocols** means the protocols developed by the MMA from time to time and published on the MMA's website.

**Registered Address** means the contact email, mobile phone or physical address that a Person has provided to the MMA in the Person's application for an Access Card or Visitor Pass, as updated by notice to the MMA from time to time.

**Recycling and Waste Management Procedure** means the procedure for recycling and waste management developed and implemented by the MMA regarding recycling and waste management on Market Land.

**Ring Road** means the area designated and marked as such on the Plan by red dashed line.

**Sanction** means any Cost, Demerit Point, Suspension or Ban.

**Schedule of Fees** means the schedule of fees specified by the MMA from time to time and published on the MMA's website.

**Semi-Trailer** has the meaning given to that term in the Road Safety Act 1976 (Vic).

**Statutory Declaration Form** means a statutory declaration in the form published on the MMA's website.

**Suspension** means a period of temporary exclusion from the Market Land, during which time a Person will have no valid Access Card.



**Target Concentration** means the threshold limits that constitute a positive result for illegal drugs, prescription medication or over the counter medication as outlined in AS/ NZS:4760:2019 Procedure for specimen collection and the detection and quantification of drugs in oral fluid.

**Tenant** means a Person who is a tenant of Leased Premises.

**Tenant's Agent** means any person issued with an Access Card or Visitor Pass on the nomination of that Market Business.

**Trading Floor Complex** means the Trading Stands Building and the Trading Store Building as designated and marked on the Plan.

**Trading Hours** means the trading hours of the Market as prescribed by the MMA from time to time.

**Trading Stand** means a Licensed Area within the Trading Floor Complex (but for avoidance of doubt excludes a Flower Stand).

**Traffic Sign** means:

- (a) a board, plate, screen, or another device, whether or not illuminated, displaying words, figures, symbols or anything else to direct or warn traffic on, entering or leaving a road; and
- (b) a road marking or other device to direct or warn traffic on, entering or leaving a road, and includes a hand-held stop sign, a parking control sign and a variable illuminated message sign erected by an Authorised Representative.

**Tribunal Review Notice** means a notice in the form of a tribunal review notice published on the MMA's website, as may be amended from time to time.

**Truck** has the meaning given to that term in the Road Safety Act 1986 (Vic).

**Truck Park** means the area designated and marked as such on the Plan.

**Unloader or Unloading Agency** means a Person who has been granted a licence in writing by the MMA to operate an unloading service for market users on Market Land.

**Unloading Area** means an area of Market Land designated and marked as an unloading area by the MMA from time to time.

**Vehicle** means a vehicle that is used or intended to be used on an area marked and designated as a road within the market and that is built to be propelled by a motor that forms part of the

vehicle, and includes "motor vehicles" as defined by the Road Safety Act 1986 and forklifts (but for avoidance of doubt excludes Market Approved Vehicles).

**Vehicle Pathway** means a pathway on Market Land which is designated and marked as being for use by Vehicles.

**Vehicles Trading Complex Parking Area** means the area designated and marked as such on the Plan.

**Visitor** means a Person who is not:

- (a) a Market Business Associate;
- (b) an MMA Associate; or
- (c) an Authorised Representative.

**Visitor Car Park** means the area designated and marked as such on the Plan.

**Visitor Induction Program** means the Visitor's induction program determined by the MMA from time to time and as provided on its website.

**Visitor Access Form** means the Visitor Access Form determined by the MMA from time to time and as provided on the MMA's website.

**Visitor Pass** means a temporary pass issued by the MMA at the MMA's absolute discretion to a Person who has complied with the requirements set by the MMA from time to time.

**Warehouse Precinct** means the area designated and marked as such on the Plan.

**Waste** means any discarded, rejected, unwanted, surplus, discharged or abandoned liquid, material, product, Goods, rubbish or other similar substance or such other materials or substances as reasonably determined by the MMA from time to time.

**Waste Handling Procedure** means the MMA's procedure within the Environmental Management Plan for managing and disposing of Waste on Market Land.



# MARKET BUSINESS

## 1. Market Business

### 1.1. Requirements of a Market Business

A market business is a business that:

- (a) either:
  - i) holds a Lease or Licence for all or any part of the Market Land; or
  - ii) operates a business relating to fresh Produce, the flower industry or any other goods or services approved by the MMA;
- (b) has:
  - i) a current pooling equipment account;
  - ii) provided the MMA with documentation that establishes that it is registered under another Market Business' pooling equipment account;
  - iii) provided the MMA with a signed statutory declaration that:
    - (A) the business will only use non-standard pallets owned by the business; and
    - (B) the business can establish ownership of the non-standard pallets; or
  - iv) provided the MMA with a signed statutory declaration that the business does not use pallets of any kind;

- (c) is registered with the MMA in accordance with the requirements of the MMA as determined from time to time; and
- (d) has nominated a Person to act as Nominee for the Market Business for the purposes of these Operating Rules.

### 1.2. Failure to meet requirements of a Market Business

Where:

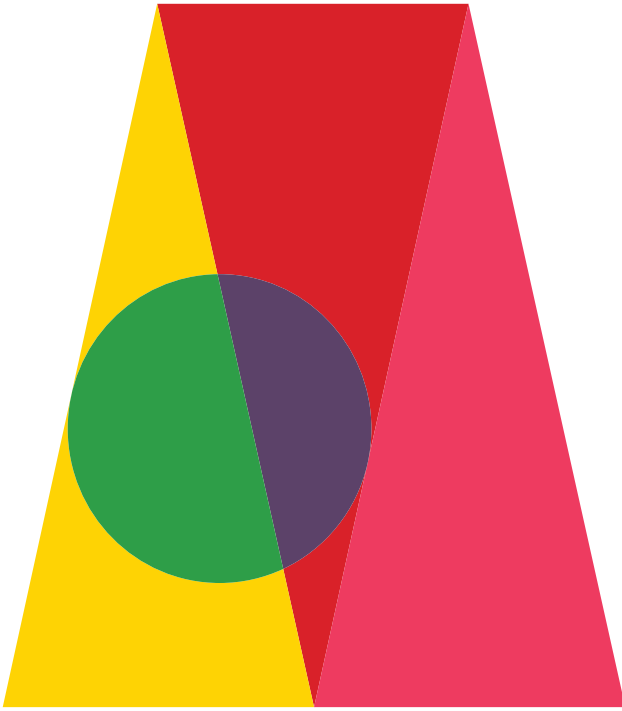
- (a) a Market Business no longer satisfies the requirements in Rule 1.1 or provides false or misleading information in, or uses pallets contrary to, a statutory declaration provided to the MMA under Rule 1.1(b);
- (b) a Market Business is subject to an Insolvency Event and the MMA has given the Market Business a notice requiring the Market Business to prove to the MMA's satisfaction within seven days after the notice is given that it is no longer subject to the Insolvency Event and the Market Business does not comply with the notice;
- (c) any Market Business Associates fail to comply with these Operating Rules on four or more occasions within any 12 month period; or
- (d) a Market Business' Lease or Licence is terminated,

(Cancellation Event) the Market Business will cease to be registered and will cease to be a Market Business, and all Access Cards granted to that Market Business' Associates will be automatically cancelled.

### 1.3. Meaning of Failure to Comply

The term "fail to comply" in clause 1.2(c) of these rules and in any equivalent provision of a Lease or License means that the relevant Market Business Associate has breached a provision of these Operating Rules and in consequence:

- (a) has been issued with 2 or more Demerit Points;
- (b) has been Ejected, Suspended or Banned (whether in consequence of that breach or a combination of breaches); or
- (c) has incurred a Cost of \$5,000 or more.



# ACCESS CARDS AND VISITOR PASSES

## 2. Access Cards and Visitor Passes

### 2.1. Access Cards

- (a) A Market Business Associate may apply to the MMA for an Access Card.
- (b) The MMA may, in its absolute discretion, grant an Access Card to a Person who satisfies the following requirements:
  - i) is at least fifteen years of age;
  - ii) has undergone the Induction Program;
  - iii) has the written consent of the Nominee of the Market Business to enter and remain upon Market Land as a Market Business Associate;
  - iv) has provided the MMA with a completed Access Card Form signed by both the Market Business Associate and the Nominee of the Market Business; and
  - v) has paid the Access Card Fee.

### 2.2. Visitor Pass

- (a) A Visitor of a Market Business may apply to the MMA for a Visitor Pass.
- (b) The MMA may, in its absolute discretion, grant a Visitor Pass to a Person that:
  - i) is at least fifteen years of age;
  - ii) has undergone the Visitor's Induction Program;
  - iii) has the written consent of the Nominee of the Market Business to enter and remain upon Market Land as a Visitor of that Market Business; and
  - iv) has provided the MMA with a completed Visitor Access Form signed by both the Visitor and the Nominee of the Market Business; and
  - v) has paid the Visitor Pass Fee.

### 2.3. Responsibility for Market Business Associates and Visitors

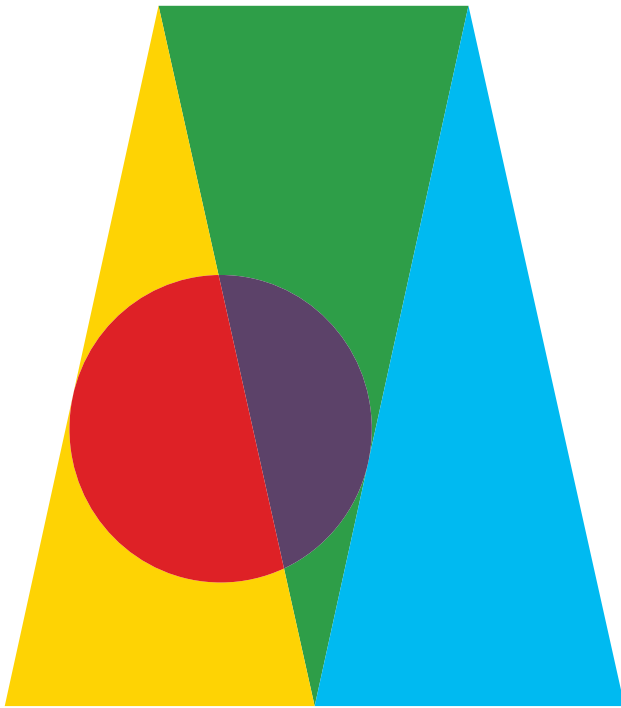
Each Market Business acknowledges and agrees that:

- (a) the Market Business is responsible for the acts and omissions of its Market Business Associates and Visitors while on Market Land and must ensure that its Market Business Associates and Visitors comply with these Operating Rules;
- (b) the Market Business is liable for the conduct and safety of its Market Business Associates and Visitors;
- (c) Visitors on Market Land must remain under the supervision of the Nominee or delegated business representative at all times; and
- (d) the cost of repairing any damage to any MMA property on the Market Land that results from the act or omission of a Market Business Associate or Visitor will be claimed by the MMA from the relevant Market Business as a debt.

## 2.4. Right to exclude or remove Persons

Each Person acknowledges and agrees that:

- (a) the MMA reserves the right to refuse entry to any Person or require any Person to leave Market Land when requested to do so by an Authorised Representative;
- (b) a Person who has been charged with a criminal offence related to conduct on Market Land may, at the discretion of the MMA, be denied access to, or be ejected from Market Land or have conditions placed on his or her Access Card or Visitor Pass;
- (c) a Person who is or presents, in the opinion of the MMA, as being affected by the consumption of alcohol or drugs may, in the MMA's absolute discretion, be denied access to, or ejected from, the Market Land while under the influence of alcohol or drugs;
- (d) a Person who fails to leave Market Land when requested to do so by an Authorised Representative may have their Access Card or Visitor Pass suspended or cancelled and may be prosecuted; and
- (e) a Person who attempts entry or is found to have entered Market Land without a valid Access Card or Visitor Pass may be prosecuted.



# ACCESS TO MARKET LAND

## 3. Access to Market Land

### 3.1. No entry prior to prescribed entry times or without Access Card

A Person (other than a Person performing Emergency Services) must not enter or remain on Market Land:

- (a) unless he or she holds a valid Access Card or Visitor Pass and has paid any Access Card Fees; and
- (b) except at the times prescribed in writing by the MMA from time to time, buyers may not enter Market Land prior to the Designated Buyer Entry Time.

### 3.2. Not transferrable

A Person must not:

- (a) transfer his or her Access Card or Visitor Pass to another Person;
- (b) allow another Person to use his or her Access Card or Visitor Pass to gain entry to or exit Market Land;
- (c) enter or exit the Market Land except by an Approved Access Point; or

- (d) enter or exit Market Land in a Vehicle by following another Vehicle without having first activated a boom gate or barrier at an Approved Access Point with a valid Access Card.

### 3.3. Display of access card


A Person on Market Land must:

- (a) keep and visibly display his or her Access Card or Visitor Pass on his or her Person at all times;
- (b) if requested, provide his or her Access Card or Visitor Pass to an Authorised Representative; and
- (c) if requested, provide evidence of their identity which matches the details on their Access Card or Visitor Pass to an Authorised Representative.


### 3.4. Enforcement Actions

Each Person on Market Land and each Market Business acknowledges and agrees that the Enforcement Actions are available to any Authorised Representative 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 Market.


**Wear safety  
clothing,  
complying  
with AS/NZS  
4602:1:2011  
and always  
display your  
access card**



**John Citizen**  
Fresh Fruit Co  
Access Level: **F&V Buyer**



Card Number: **33**  
Expiry Date: **31/12/2050**  
Parking Type: **Reserved Rigid Truck**



Melbourne Market



# CONDUCT ON MARKET LAND

## 4. Conduct on Market Land

### 4.1. Entry conditions

A Person entering Market Land and each Market Business operating on Market Land must:

- (a) comply with these Operating Rules;
- (b) comply with any Policy and Procedure;
- (c) comply with all applicable local, State and Federal Laws (including those relating to Personal behaviour).

### 4.2. Behaviour on Market Land

Each Person on the Market Land and each Market Business Operating on Market Land must:

- (a) comply with all lawful directions of the MMA and Authorised Representatives;
- (b) comply with and observe all laws and requirements of local or any other government authority and the MMA relating to hygiene or usage, the general presentation and cleanliness of Leased Premises or Licensed Area; and
- (c) ensure his or her activities, Vehicles, Market Approved Vehicles or equipment remain within the acceptable noise levels as stated in the Environmental Management Plan.

### 4.3. Prohibited conduct

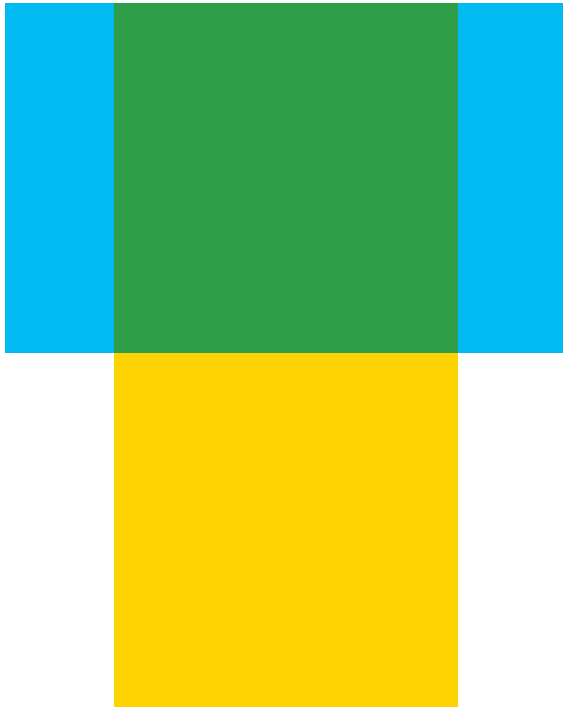
A Person on Market Land must not:

- (a) smoke unless in an area designated specifically as a smoking area and labelled as such;
- (b) selling/serving of alcohol or selling/distribution of drugs;
- (c) consume alcohol in a Common Area, Licensed Area, Leased Premises or a Market Vehicle Park;
- (d) consume any illegal or prohibited substance or any other substance (whether legal or not) likely to impair a Person's capacity to act in a safe and proper manner on Market Land;
- (e) sell, display or offer for sale any goods or services unless authorised in writing to do so by the MMA;
- (f) bring any Dangerous Goods onto Market Land unless authorised in writing to do so by the MMA or otherwise the subject of a general MMA authorisation;
- (g) conduct themselves in a way that causes offence to others including but not limited to using indecent or obscene language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, disorderly, indecent, offensive or insulting manner;
- (h) commit any unlawful act;
- (i) otherwise act in a manner which may (in the opinion of an Authorised Representative) adversely affect the health or safety of an individual, themselves or the property of others;
- (j) interfere with, obstruct or hinder an Authorised Representative in the exercise of their powers, functions or duties;
- (k) damage, move or interfere with the property of the MMA including machinery, equipment, pipes, fire hoses, measuring or weighing devices, except where the property has been provided by the MMA for use by Persons on Market Land and the Person's use of the property is consistent with the purposes for which it was provided;
- (l) remove, damage or interfere with any entry or exit control barrier or other barrier, whether movable or immovable or any Traffic Sign, notice, equipment or other MMA property;
- (m) bring any animal (other than an assistance animal accompanying a Person with impaired hearing, vision or mobility) onto Market Land;
- (n) solicit money or donations or any other thing from Persons on Market Land other than for



raffles without the prior written consent of the MMA;

- (o) post, stick or place or attempt to post, stick or place any poster, banner, sign or advertising material on any building structure, fence, tree or cordon on Market Land without the prior written consent from the MMA;
- (p) engage in any unauthorised or unlawful act in respect of hired Pallets including but not limited to trading in stolen Pallets and/or unauthorised removal and/or theft of the same; or
- (q) have a Blood Alcohol Content (BAC) over 0.00%, have in excess of any Target Concentration of illegal drugs, prescription medication or over the counter medication in their system or otherwise appears impaired or affected by the consumption of alcohol or drugs.



# TRADING ON MARKET LAND

## 5. Trading on Market Land

### 5.1. Sale, storage, staging, sorting, packing, re- packaging or display of Produce or flowers

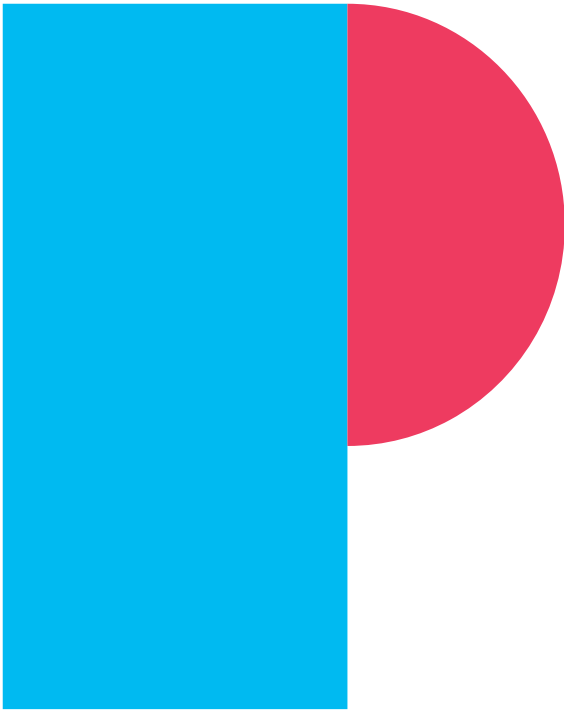
- (a) Subject to Rule 5.1 (b), the sale, storage, staging, sorting, packaging, re-packaging, or display of Produce or flowers may only occur on Market Land wholly within or on a Leased Premises, Unloading Area, Trading Stand, Flower Stand or Unloading Area and in accordance with the terms and conditions of the applicable Lease, Licence or Parking Permit.
- (b) Sorting and repacking of goods must not occur within a Market Vehicle Park.
- (c) Direct Sales may only take place:
  - i) during the times prescribed by the MMA from time to time;
  - ii) in the immediate vicinity of a Trading Stand, Flower Trading Stand or within a Leased Premises in the Trading Complex.
- (d) Direct Sales must not take place in the Warehouse Precinct.
- (e) The Tenant or Licensee must at all times prior to the commencement of the Trading Hours confine their activities to their Leased Premises or Licensed Area.

### 5.2. Delivery of Goods, Produce and Flowers

A Person must not deliver Goods, Produce or flowers into the Market unless the Goods, Produce or flowers are delivered to a Tenant or Licensee

### 5.3. Unloading of Goods, Produce or Flowers

- (a) A Person will only be permitted to unload Goods, Produce or flowers for a third party in the Market if:
  - i) that Person is an Unloader or an Unloading Agency; or
  - ii) that Person is permitted in writing by the MMA to unload Goods, Produce or flowers; or
  - iii) the Goods, Produce or flowers fall within the permitted use of the Leased Premises or Licensed Area including any consent or approval given by the MMA.
- (b) A Tenant or Licensee must not unload Goods, Produce or flowers unless:
  - i) the Tenant or Licensee is the consignee of the Goods, Produce or flowers;
  - ii) the unloading of the Goods, Produce or flowers is carried out at the Tenant's Leased Premises or the Licensee's Licensed Area;
  - iii) the Goods, Produce or flowers when unloaded are stored or placed within the Leased Premises or Licensed Area of the Tenant or Licensee; and
  - iv) all unloading is acknowledged in writing to be undertaken at the sole risk and responsibility of the Tenant or Licensee.



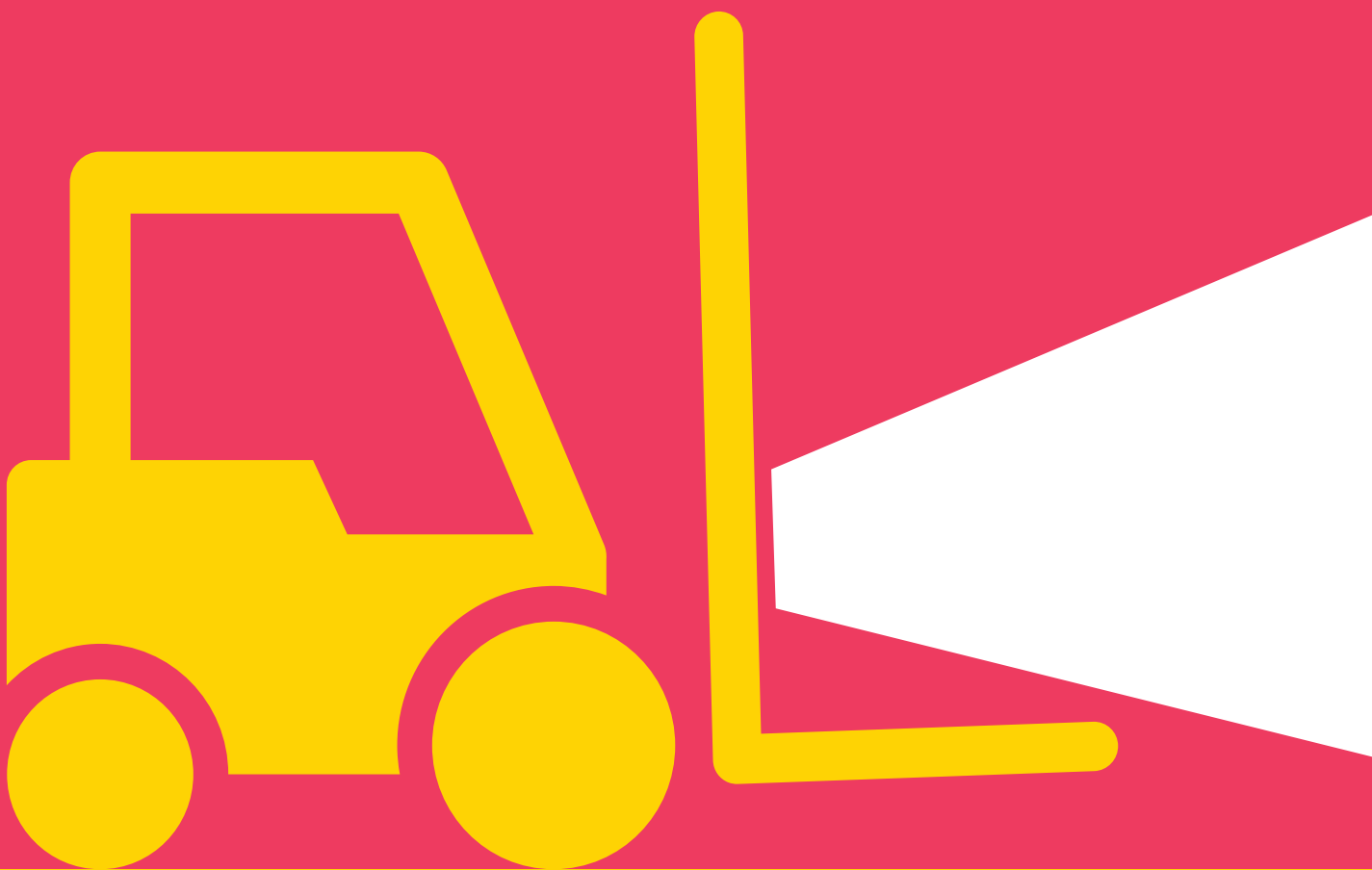
# POST BOX

## 6. Post Box

Any Market Business may request a Post Box.

If there is a Post Box available, the MMA will make a Post Box available to the Market Business subject to the Market Business paying the Scheduled Fee.

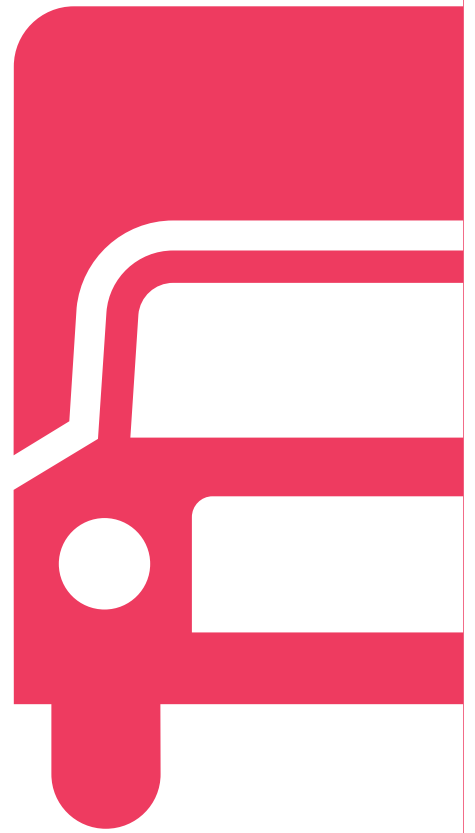
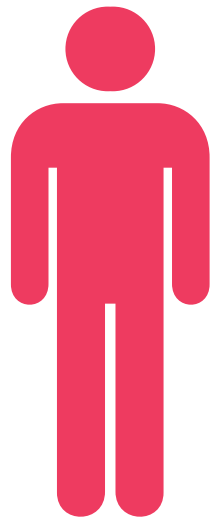
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# WASTE MANAGEMENT AND PALLET CLEARANCE

## 7. Waste management and pallet clearance

### 7.1. Recycling and Waste management

- (a) Each Person and each Market Business Operating on Market Land acknowledges and agrees:
  - i) to dispose of all rubbish or waste products in accordance with the recycling and waste management procedures and policies (including the Recycling and Waste Management Procedure);
  - ii) at the end of Trading Hours to remove all Waste for which that Person is responsible from the Trading Floor Complex and the National Flower Centre and:
    - (A) dispose of it in the receptacles designated by the MMA from time to time; and
    - (B) pay the Waste removal fees as specified by the MMA from time to time;
  - iii) the MMA may use a CCTV system to determine who deposited Waste in the Trading Floor Complex to determine who is responsible for the Waste;
  - iv) any Waste left by a Person in contravention of the Recycling and Waste Management Procedure will, at the cost

of the Person responsible for the Waste, be cleared by the MMA or a Person authorised by the MMA; and

- v) where a third party is authorised by the MMA to clear Waste, the third party is entitled to recover the cost of clearing the Waste directly from the responsible Person, or, where the responsible Person is a Market Business Associate or Visitor, from the relevant Market Business and a failure to pay the cost of clearing the waste to the third party will be a breach of these Operating Rules.



# PALLET CLEARANCE FEES

## 8. Pallet clearance fees

- (a) All pallets not held under an account must be managed and securely stored at the end of Trading Hours each day.
- (b) Any pallets left other than within a Leased Premises or designated pallet storage area will be cleared and disposed of by the MMA and a clearance fee charged to the responsible Market Business.



# VEHICLE, ROAD AND TRAFFIC MANAGEMENT

## 9. Vehicle, road and traffic management

### 9.1. Compliance with traffic management

A Person on Market Land must:

- (a) when walking, where available, use a Pedestrian Walkway in all areas of Market Land where it is reasonably practical to do so;
- (b) obey all Traffic Signs; and
- (c) ensure that any Vehicle or Market Approved Vehicle under its control is operated in compliance with all Traffic Signs.

### 9.2. Use of vehicles on Market Land

A Person on Market Land must not:

- (c) drive or operate a Vehicle in a manner that would, if occurring on a road or road related area, contravene any of the provisions of the Road Safety Act 1986 (Vic) or the regulations made under that Act;
- (d) drive or operate a Vehicle or Market Approved Vehicle while the person has a Blood Alcohol Content (BAC) over 0.00%, has in excess of any Target Concentration of illegal drugs, prescription medication or over the counter medication in their system or otherwise appears impaired or affected by the consumption of alcohol or drugs;
- (e) drive or operate a Vehicle or Market Approved Vehicle in a dangerous or negligent manner;
- (f) ride or bring a bicycle, e-bike, e-scooter, scooter or skateboard anywhere on Market Land other than in the Visitor Car Park;
- (g) permit a Vehicle or Market Approved Vehicle under his or her control to exceed a speed limit for that Vehicle or Market Approved Vehicle (as relevant) as indicated by a Traffic Sign;
- (h) except in an emergency, wash, clean, service or repair a Vehicle or any part of a Vehicle or Market Approved Vehicle except wholly within a Leased Premises or in an area designated for such activities by the MMA;
- (i) leave unattended or park a Vehicle on Market Land except wholly within a Parking Space while displaying a valid Parking Permit authorising the Vehicle to park in that Parking Space;
- (j) drive or bring onto Market Land a Vehicle or Market Approved Vehicle which exceeds the permissible noise levels specified in the Environmental Management Plan;
- (k) place or cause to be placed upon any road, designated walkway, clearway or entrance to any Leased Premises or Licensed Area anything that may obstruct or endanger any Vehicle or Person on Market Land;
- (l) allow or permit any Vehicle or Market Approved Vehicle under his or her control to obstruct a Vehicle, Market Approved Vehicle or pedestrian traffic or any other Vehicle or Market Approved Vehicle from its lawful business;
- (m) load or unload a Vehicle or Market Approved Vehicle except in a designated Unloading Area;
- (n) operate, drive or leave a Vehicle within the Trading Floor Complex;
- (o) operate, drive or leave a Vehicle within the National Flower Centre (other than a Truck outside the times specified in Rule 10.2).



### 9.3. Evidence

If requested by an Authorised Representative, a Person on Market Land must, on demand:

- (a) provide an Authorised Representative with evidence that any Vehicle referred to in Rule 9.2(a) is registered;
  - (b) provide an Authorised Representative with evidence that he or she holds any licences referred to in Rule 9.2(b);
  - (c) submit a Vehicle in his or her control for noise testing; and
  - (d) permit and assist an Authorised Representative to inspect and examine the Vehicle, Market Approved Vehicle or any trailer connected to, or locked compartment within, the Vehicle or Market Approved Vehicle.
- (c) impose additional registration requirements for classes of Vehicles or Market Approved Vehicle on Market Land; and
  - (d) tow and/or arrange for the impoundment of any Vehicle or Market Approved Vehicle on Market Land which is not registered in accordance with these Operating Rules or which is parked or left in area in contravention of these Operating Rules.

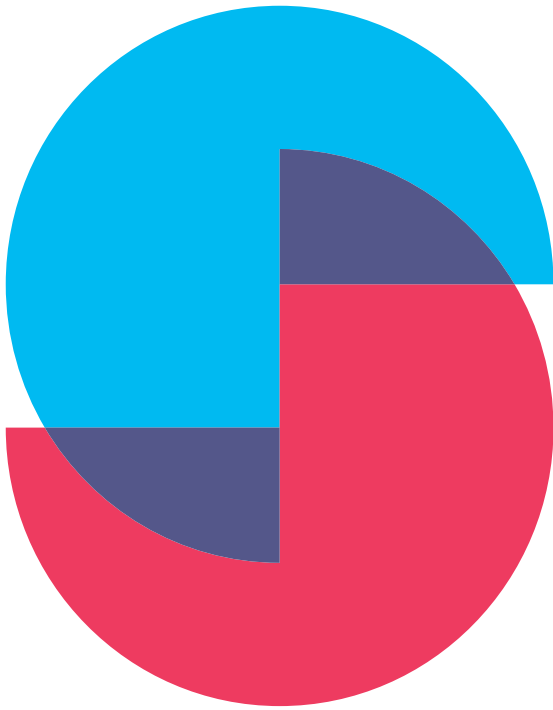
### 9.4. Removal of Vehicles or equipment

- (a) A Vehicle, Market Approved Vehicle or other equipment exceeding the permissible noise levels specified in the Environmental Management Plan must be removed from Market Land and must not be used on Market Land until modified, serviced or fitted with noise attenuation devices and re-tested to the satisfaction of the MMA that the Vehicle, Market Approved Vehicle or equipment complies with the Environmental Management Plan.
- (b) A Vehicle, Market Approved Vehicle or other equipment that fails to comply with any requirements set out in these Operating Rules will be removed from Market Land and must not be used on Market Land until the MMA is satisfied that the Vehicle, Market Approved Vehicle or other equipment complies with these Operating Rules.

### 9.5. Reserved rights

Each Person on Market Land acknowledges and agrees that the MMA reserves the right to:

- (a) inspect any Vehicle or Market Approved Vehicle on Market Land and if requested to do so must assist an Authorised Representative to conduct an inspection of a Vehicle or Market Approved Vehicle;
- (b) impose additional conditions on the use of Vehicles or Market Approved Vehicle on Market Land;



# SPECIFIC VEHICLES RESTRICTIONS

## 10. Specific vehicles restrictions

### 10.1. Forklift and Market Approved Vehicles

A Person on Market Land must not:

- (a) operate, drive or leave a forklift:
  - i) within the National Flower Centre;
  - ii) within the buyers walk area of the Trading Floor Complex (other than on forklift Crossovers);
  - iii) within a Store licensed area during Trading Hours;
  - iv) in the Visitor Car Park, the Passenger Vehicle Park, the Truck Park, Flower Truck Park; or
  - v) on the Ring Road, except on a Designated Forklift Path;
- (b) operate, drive or leave a Market Approved Vehicle:
  - i) on the Ring Road; or
  - ii) within the National Flower Centre, Visitor Car Park or the Unloading Area;
- (c) operate or drive a forklift or Market Approved Vehicle without wearing a seat belt or using an appropriate restraint.

- (d) operate or drive a Market Approved Vehicle without the installation of appropriate and operational restraints.
- (e) operate or drive a forklift or Market Approved Vehicle:
  - i) unless that forklift or Market Approved Vehicle has permanently illuminated headlights while the motor or battery is engaged;
  - ii) that does not comply with the lighting or safety requirements as prescribed in writing by the MMA from time to time;
  - iii) while using a mobile telephone or a hand-held electronic device;
  - iv) in a manner which exceeds a speed limit for a forklift or Market Approved Vehicles (as relevant) as indicated by a Traffic Sign or is contrary to any Traffic Sign; or
  - v) Carrying a load that exceeds the height or capacity of the forklift's Data plate.
- (f) Forklifts must remain on Vehicle Pathways or Forklift Crossovers where it is reasonably practical to do so.
- (g) Forklifts must be stored in Leased Premises or Designated Forklift Storage Bays.
- (h) Operate a Forklift to tow without prior written approval of the manufacturer and the MMA
- (i) Market Approved Vehicles must remain on Vehicle Pathways where it is reasonably practical to do so.

### 10.2. Trucks

A Person on Market Land must not operate, drive or leave a Truck:

- (a) in the Trading Floor Complex, Passenger Vehicle Park or Visitor Car Park
- (b) within the National Flower Centre during the hours of 3.00am to 7.15am and 10.00am to 12.00am.



### 11.3. Parking restrictions

A Person must not park or leave a Vehicle on any part of Market Land except:

- (a) within a Parking Space while displaying a valid Parking Permit authorising the Vehicle to park in that Parking Space;
- (b) within the Leased Premise of the Market Business of a Market Business Associate or Visitor; or
- (c) in a Designated Parking Space for general parking subject to such terms and conditions as prescribed by the MMA; and
- (d) after having paid to the MMA any applicable Parking Fee as prescribed by the MMA from time to time.

# PARKING OF VEHICLES

## 11. Parking of Vehicles

### 11.1. Entry of Vehicles

A Person must not bring, or permit to be brought in or upon Market Land, a Vehicle except:

- (a) at such times and in accordance with the conditions of an Access Card or other written authority issued to that Person or the owner of the Vehicle by the MMA;
- (b) in accordance with these Operating Rules; and
- (c) upon payment of the applicable entry fee for the Vehicle as determined by the MMA from time to time.

### 11.2. Parking permits

- (a) The MMA may, in its absolute discretion, issue a Parking Permit to a Market Business for a Parking Space on Market Land.
- (b) A Parking Permit is valid only where the Market Business has paid to the MMA any applicable Parking Fee as prescribed by the MMA from time to time.

# Obey Speed Limits





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# WORKPLACE HEALTH AND SAFETY

## 12. Workplace Health and Safety

A Person on Market Land must:

- (a) wear clothing which complies with AS/NZS 4602:1:2011 other than while wholly within:
  - i) a fully-enclosed Vehicle; or
  - ii) an area of Market Land designated and marked by the MMA as exclusively for use as a retail premises or for office administration;
- (b) comply with the OH&S Plan and all relevant OH&S Requirements at all times;
- (c) behave in a manner that preserves the safety of all Persons on Market Land; and
- (d) must not in any way obstruct or cause to be obstructed, any essential services including fire exits, fire doors, emergency lighting, sprinklers or other fire-fighting equipment.



# PRIVACY

## 13. Privacy

### 13.1. Compliance with Privacy Laws

- (a) The MMA is bound by the Privacy and Data Protection Act 2014 (Vic) (Privacy Act) including the Information Privacy Principles in the Privacy Act.
- (b) Any Personal Information collected by the MMA will be handled by the MMA in accordance with its obligations under the Privacy Act as amended from time to time.
- (c) Personal Information may be collected directly from the individual, from a third party and by way of surveillance cameras installed in or around Market Land for the purposes set out in Rule 13.2.

### 13.2. Collection of information

Each Person on Market Land consents to an Authorised Representative collecting Personal Information to enable the MMA to:

- (a) verify a Person's identity and date of birth;
- (b) access a Person's ability to operate within Market Land;
- (c) determine the appropriate category of access that may be granted to a Person (whether to grant an Access Card or a Visitor Pass);

- (d) coordinate, manage and maintain good order and security on Market Land;
- (e) administer any Lease or Licence and the exercise of any rights or compliance with any obligations under any Lease or Licence;
- (f) control, direct and monitor the movement and parking of Vehicles and Market Approved Vehicles on Market Land;
- (g) ensure compliance with these Operating Rules;
- (h) provide its goods and/or services to the Person;
- (i) protect the rights and safety of other parties present on Market Land from time to time;
- (j) fulfil the MMA's obligations under the Act; and
- (k) where required by law including requests for information and assistance from statutory authorities and agencies including, but not limited to:
  - i) Emergency Services;
  - ii) The City of Whittlesea;
  - iii) WorkCover;
  - iv) VicRoads; and
  - v) The Environmental Protection Agency, (the Purposes).

### 13.3. Disclosure of information

Each Person on Market Land consents to the MMA:


- (a) using and disclosing such of the Information as the MMA considers necessary for any of the Purposes and any other purposes as specified from time to time in the Privacy Policy; and
- (b) using the Information to market the services and products of the MMA to the Person (unless the Person requests that the MMA cease doing so).

### 13.4. CCTV coverage

Each Person acknowledges that the MMA employs closed circuit television technology and/or other video surveillance technology used within Market Land and each Person consents to the MMA's collection, use and disclosure of any images recorded and stored for any of the Purposes.





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**Stabilise  
your load  
with low  
tyres.**



- ii) negligence of the Market Business or the Market Business' Associate;
  - iii) breach of these Operating Rules by the Market Business or the Market Business' Associate; or
  - iv) any combination of Rules 14.2(a)i) to 14.2(a)iii);
- (b) must pay to the MMA any insurance excess, deductible or shortfall payable by the MMA for any insurance Claim made concerning Market Land, if the Claim arises because of any act, omission, neglect or default of the Market Business or the Market Business' Associate; and
  - (c) acknowledges that the terms of the indemnity in this Rule 14 do not in any manner limit or vary any indemnities given by a Tenant or Licensee under the terms of its Lease or a Licensee under the terms of its Licence.

# INDEMNITY

## 14. Indemnity

### 14.1. Release

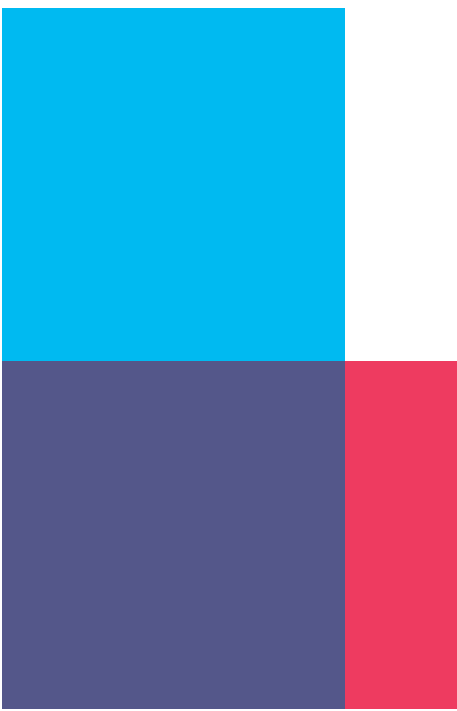
Each Person who enters and each Market Business operating on Market Land:

- (a) enters and occupies Market Land at their own risk; and
- (b) releases the MMA, the MMA Associates and Authorised Representatives 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 on the Market Land.

### 14.2. Indemnity

Each Market Business operating on Market Land:

- (a) indemnifies the MMA, the MMA Associates and Authorised Representatives against any Claim arising from any:
  - i) loss, damage, death or injury to any property or Person in or about Market Land caused or contributed to by any act or omission of the Market Business or the Market Business' Associate or use of or presence on the Market Land by the Market Business or the Market Business' Associate;



# LIMITATION OF LIABILITY

## 15. Limitation of liability

- (a) To the extent permitted by law, the MMA and any MMA Associate or Authorised Representative are not liable for anything they may or omit to do or for any loss of damage to any Vehicle, property or goods, or death or injury to any Person however caused.
- (b) Any covenant, warranty or obligation of the MMA which is implied by legislation or the common law is excluded to the extent permitted by law. To the extent that the MMA cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, the MMA 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 the MMA has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly caused or contributed to by the MMA.



# VARIATION OF THE MARKET OPERATING RULES

## **16. Variation of the Market Operating Rules**

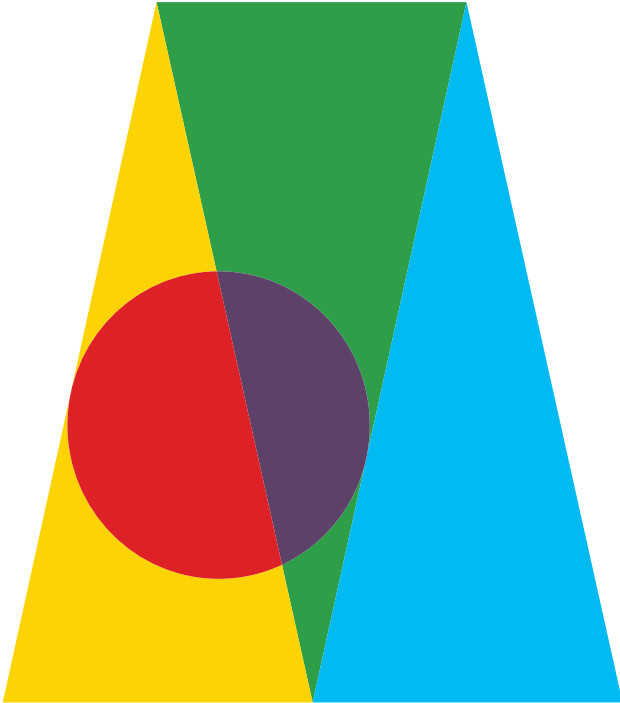
The MMA may delete, vary, amend any covenant or obligation of any Person under the Operating Rules or insert in the Operating Rules any additional covenant or obligation on any party including but not limited to varying or adding to these Operating Rules whenever the MMA considers it necessary or desirable to do so.



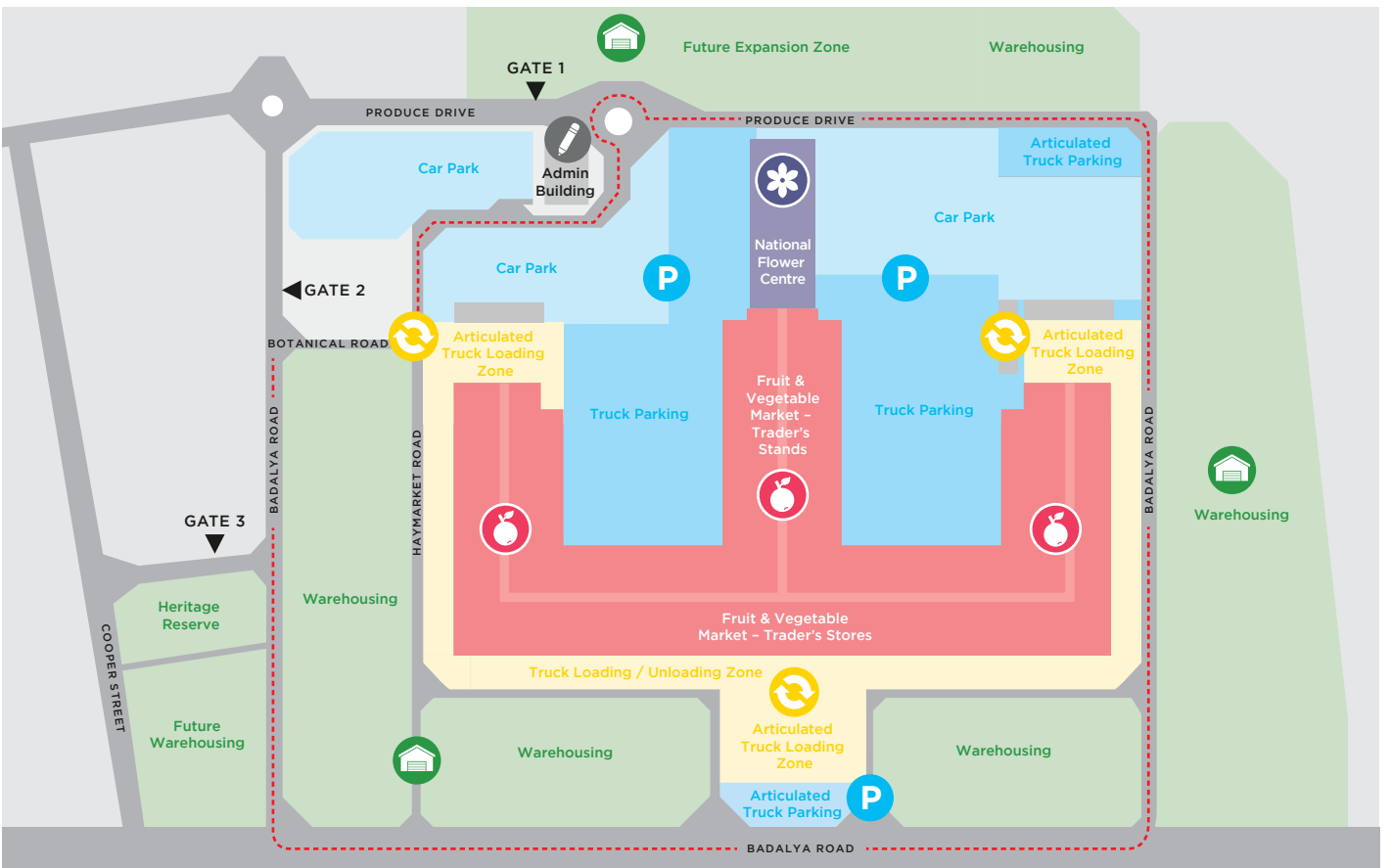
# GENERAL

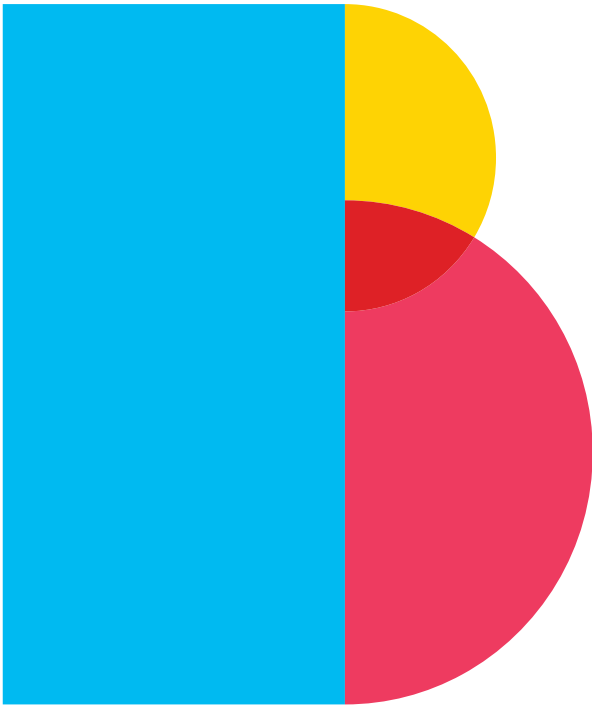
## 17. General

The MMA will publish, and regularly update, its Operating Rules and any Policy or Procedure issue on the MMA website.



# ANNEXURE A - MARKET LAND





# ANNEXURE B - ENFORCEMENT OF OPERATING RULES

## 1. General

### 1.1. No effect on MMA's Rights

Nothing in this Annexure B limits the MMA's ability to exercise its lawful rights as lessee of Market Land or in any other capacity.

### 1.2. Address for notices issued by the MMA

- (a) The MMA will send any notice issued under this Annexure B to:
  - i) the Registered Address of the Person to whom the notice is to be issued; and
  - ii) where the Person is a Market Business Associate or a Market Business Visitor, it is sent to the Registered Address of the Nominee for the relevant Market Business.
- (b) Any notice or other communication issued by the MMA under this Annexure B will be deemed to have been issued to a Person on the date on which it is sent by the MMA to that Person's Registered Address.

### 1.3. Address for lodging forms with the MMA

A Person may lodge any form or notice to the MMA under this Annexure B by sending it to the Market Operations Manager of the MMA. A copy must be given to the relevant Market Business. The date of lodgement will be the date on which the email is received by the MMA.

### 1.4. Authorised Representatives

- (a) The role of an Authorised Representative is to monitor and ensure that Persons on the Market Land comply with the Operating Rules.
- (b) Subject to any directions and instructions issued by the MMA, each Authorised Representative will have the power to issue to a Person who is, in the opinion of the Authorised Representative, in breach of one or more of the Operating Rules, a notice in respect of that breach or those breaches (Infringement Notice).
- (c) An Infringement Notice must state:
  - i) the Operating Rule/s which were, in the opinion of that Authorised Representative, breached;

- ii) the date and time, or in the case of more than one breach, the dates and times, in which that breach or those breaches occurred; and
- iii) the Person or Persons who were in breach of an Operating Rule(s);
- iv) the applicable Sanction(s);
- v) the Person/s who are to meet the applicable Sanctions; and
- vi) in the case of:
  - (A) a Cost, the time and manner in which the Sanction must be paid;
  - (B) a Suspension, the period of time during which the Person will not be permitted to enter onto Market Land (the Suspension Period); and
  - (C) a Ban, the commencement date of the Ban.

## 2. Infringements

The MMA will publish on its website a schedule of the Sanctions that apply to breaches of the Operating Rules (Infringements Schedule).

## 3. Demerit Points

- (a) Demerit Points are valid for a 2 year period.
- (b) The MMA must notify a Person if he or she has accrued 4 Demerit Points for an Access Card or Visitor Pass.
- (c) If a Person accrues 5 Demerit Points, the MMA may suspend that Person's Access Card or Visitor Pass (as applicable) by notice for a period determined by the MMA.
- (d) If a Person is issued an Access Card after a period of Suspension, that Access Card will have 2 Demerit Points allocated to it. These Demerit Points will be valid for a 2 year period starting on the date on which the Access Card is issued.

## 4. Failure to comply with a Sanction

### 4.1. Failure to pay a Cost

- (a) If a Person who is a Market Business Associate or Market Business Visitor fails to pay a Cost within the time specified in an Infringement Notice issued to the Person:
  - i) the MMA will issue a written reminder to that Person requiring payment of the Cost plus Interest within 7 Business Days; and
  - ii) if the Person fails to pay the Cost plus Interest within 7 Business Days:

- (A) the MMA will apply a Suspension to that Person; and
- (B) the relevant Market Business will be jointly and severally liable to pay the Cost.
  - (i) If a Visitor who is not a Market Business Visitor fails to pay a Cost within the time specified in an Infringement Notice issued to the Visitor, the MMA will not permit the Visitor to re-enter on Market Land until such time as the Cost is paid.

### 4.2. Failure to observe a Suspension

The MMA may impose a Ban on a Person who fails to observe a Suspension more than once during the period of the Suspension.

## 5. Appeals Process

### 5.1. Infringement Notices capable of appeal

Unless specified otherwise in the Infringements Schedule, an Infringement Notice may be appealed through the process set out in this Clause 5.

### 5.2. Car Parking and Driving Offences

- (a) If a Person was not driving the Vehicle or Market Approved Vehicle at the time at which a breach of the Operating Rules occurred and believes that a parking or driving Infringement Notice was incorrectly issued to that Person, the Person may nominate the actual driver of the relevant Vehicle or Market Approved Vehicle by lodging a Statutory Declaration Form within 14 days of the date on which the Infringement Notice was issued.
- (b) If the MMA receives the Statutory Declaration Form in time and is satisfied that it provides a basis to do so, the MMA will withdraw the Infringement Notice and may issue a new Infringement Notice to the Person nominated in the Statutory Declaration Form.

### 5.3. Other Internal Review

- (a) Other than in the circumstances related to a parking or driving Infringement Notice referred to in Clause 5.2(a) above, the MMA may conduct an internal review of an Infringement Notice (Internal Review).
- (b) A Person who receives an Infringement Notice (Applicant) may apply for Internal Review by lodging an Internal Review Notice with the MMA within 14 days of the date on which the Infringement Notice was issued. The Internal Review Notice must be signed by the Applicant and the Nominee of the



relevant Market Business if the Applicant is a Market Business Associate.

- (c) The grounds on which an Internal Review may be sought are:
  - i) the Applicant was not responsible for the breach or breaches to which the Infringement Notice relates; and/or
  - ii) the Infringement Notice has been issued on the basis of a mistake as to the factual circumstances giving rise to the alleged breach or breaches.
- (d) The Applicant may only submit one Internal Review Notice with respect to any Infringement Notice.
- (e) The MMA must notify the Applicant as to whether it accepts or rejects the Infringement Notice. If the MMA rejects the Internal Review Notice, it must provide the Applicant with written reasons as to why it has done so.
- (f) If the MMA accepts the Internal Review Notice, it will conduct an Internal Review of the Infringement Notice and may:
  - i) uphold the Infringement Notice;
  - ii) discharge the Infringement Notice on the basis of any undertaking given by or cure plan agreed to by a Person or Market Business, subject to any conditions that the MMA wishes to impose;
  - iii) amend the Infringement Notice to correct any errors or impose an alternative Sanction; or
  - iv) withdraw the Infringement Notice.
- (g) The MMA must notify the Applicant and any relevant Market Business of the outcome of the Internal Review.

#### 5.4. Tribunal Review

- (a) The MMA will establish a Tribunal to review any Infringement Notice in accordance with these Operating Rules. The MMA will have the power to remove Tribunal members and fill Tribunal vacancies from time to time.
- (b) The Tribunal may only review an Infringement Notice if an Internal Review has been completed.
- (c) Subject to Clause 5.4(b), if an Applicant wishes to dispute the allegation/s contained in an Infringement Notice, the Applicant must lodge a Tribunal Review Notice to the MMA within 7 days of receiving notification of the outcome of an Internal Review of the Infringement Notice.

- (d) The Applicant must pay a Deposit, at the same time as lodging a Tribunal Review Notice. The Deposit will be refunded if the Infringement Notice is overturned and otherwise retained in the event the Infringement Notice is not overturned by the Tribunal.
- (e) Promptly after receiving a Tribunal Review Notice, the Chief Executive Officer of the MMA will convene a Tribunal. The Tribunal members will be the Chief Executive Officer or his nominee, and two other persons acceptable to the Chief Executive Officer.
- (f) The Tribunal may direct the Authorised Representative who issued the relevant Infringement Notice to provide, in writing to the Applicant, a summary, in as brief a form as is practicable, of the facts and circumstances which, in his or her opinion, constituted the breach or breaches of Operating Rules.
- (g) After the summary has been provided to the Applicant, the Tribunal, in consultation with Applicant, will appoint a time and place for the hearing of the matter that is the subject-matter of the Tribunal Review Notice.
- (h) The decision of the Tribunal will be binding on the Applicant and the MMA.

#### 5.5. Conduct of the Tribunal Hearing

- (a) The Tribunal hearing will not be open to the public and representation of the parties by legal representative will not be permitted, although nothing in this rule will prevent the Tribunal from obtaining advice from the MMA's General Counsel in relation to the Tribunal Review. Hearings will not be video-taped or recorded.
- (b) The Applicant and Nominee will be required to attend together with any witness they wish to rely upon. Witnesses will remain outside the hearing room until called to give evidence.
- (c) At the hearing the rules of evidence do not apply and sworn evidence is not required.
- (d) The Tribunal may regulate the hearing in such manner as it sees fit, subject to the following considerations:
  - i) the rules of evidence will not apply;
  - ii) each of the Applicant and the Authorised Representative will be given the opportunity to put its case to the Tribunal;
  - iii) the Authorised Representative, the Applicant, and any witnesses will be subject to questioning by the Tribunal;

- iv) the Authorised Representative and the Applicant may question each other or any witnesses;
  - v) the Tribunal will disallow any question it considers to be unduly offensive, vexatious, irrelevant or improper;
  - vi) subject to the overriding consideration that the Applicant is to be given a fair hearing, the Tribunal will restrict the number of witnesses which an Applicant is permitted to call where the evidence of witnesses is repetitive;
  - vii) where these Operating Rules do not make specific provision for an event that occurs in the course of the hearing, the Tribunal will be empowered to take such action as is necessary to ensure that the hearing is conducted properly. Non-compliance with any rule will in no way invalidate the proceedings or any determination of the Tribunal or any Sanction Imposed by it.
- (e) After hearing from the parties and their witnesses (if any), the Tribunal may:
- i) uphold the Infringement Notice that is subject of the hearing;
  - ii) discharge the Infringement Notice on the basis of any undertaking given by or cure plan agreed to by a Person or Market Business, subject to any conditions that the MMA wishes to impose;
  - iii) amend the Infringement Notice to correct any errors or impose an alternative Sanction; or
  - iv) overturn the Infringement Notice.
- (f) In making its decision, the Tribunal may (but is not required to) take into account:
- i) the infringement history of the Applicant; and
  - ii) any previous decisions made by the Tribunal in relation to breaches of the Operating Rules to which the Infringement Notice relates.
- (g) The Tribunal may also determine that the Applicant or a Nominee should attend OH&S Training having regard to the history of the Applicant or the Nominee in relation to breaches of the Operating Rules. Failure to attend the training will constitute a breach of the Operating Rules subject to Sanction.
- (h) The Tribunal will announce its decision in the presence of the Applicant. [The Tribunal will also give written reasons for any of its findings or conclusions]. If the Tribunal determines that there was a breach of one or more Operating Rules it will uphold the original Sanction provided in the Infringement Notice or nominate an alternative Sanction provided under the Operating Rules. These written reasons will be provided to:
- i) the Applicant;
  - ii) the Nominee of the relevant Market Business; and
  - iii) the MMA.

RULE	DESCRIPTION OF OFFENCE	DEMERIT POINT	OTHER SANCTION (at the MMA's discretion)
1.1	Provide false or misleading information in a statutory declaration provided to the MMA	1-5, depending on severity	Suspension or Ban
1.1(b)(iii) or (iv)	Using pallets contrary to any statements made in a statutory declaration provided to the MMA under Rule 1.1(b)(iii) or (iv)	1-5, depending on severity	Suspension or Ban
2.4	Failure to leave at direction of MMA	N/A	Ejection
3.1	Entering Market without an Access Card	N/A	Ejection
3.2	Transferring or permitting others to use an Access Card	2	Cost
3.3	Failure to display or produce Access Card	1	Cost
4.1(a)	Failure to comply with Operating Rules	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.1(b)	Failure to comply with any Policy or Procedure	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.1(c)	Failure to comply with all applicable local, State and Federal Laws (including those relating to personal behaviour)	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.2(a)	Failure to comply with all lawful directions of the MMA and its Authorised Representatives	2	
4.2(b)	Failure to comply with and observe all laws and requirements of local or any other government authority and the MMA relating to hygiene or usage, the general presentation and cleanliness of Leased Premises or Licensed Area	1-3	Cost
4.2(c)	Failure to ensure activities, Vehicles, Market-Specific Vehicles or equipment remain within the acceptable noise levels as stated in the Environmental Management Policy	1-3	
4.3(a)	Smoking in non-designated area	2	
4.3(b)	Selling/Serving of alcohol or selling/distribution of drugs	3	Suspension/Ban, Cost depending on circumstances
4.3(c)	Consuming alcohol in unauthorised areas	3 - 5	Suspension/Ban, Cost depending on circumstances

RULE	DESCRIPTION OF OFFENCE	DEMERIT POINT	OTHER SANCTION (at the MMA's discretion)
4.3(d)	Consume any illegal or prohibited substance (whether legal or not) or any other substance likely to impair a persons capacity to act in a safe or proper manner	3-5	Suspension, Ban, Cost depending on circumstances
4.3(e)	Selling, Displaying or offering for sale any goods or services without MMA authorisation	2	
4.3(f)	Bringing Dangerous Goods onto Market Land unless authorised by the MMA or otherwise the subject of a general MMA authorisation	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.3(g)	Act in a manner or a way that causes offence to others.	1-3	
4.3(h)	Commit any unlawful act	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.3(i)	Act in a manner which may adversely affect the health and safety of an individual, themselves or the property of others	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.3(j)	Interference with MMA or its Authorised Representatives in the exercise of their powers, functions or duties	2-5	Suspension, Ban
4.3(k)	Damage, move or interfere with property of MMA	1-3	Cost depending on circumstances
4.3(l)	Removal of damage to or interference with entry or exit control barriers	2	
4.3(m)	Brining an animal onto Market Land	1	
4.3(n)	Soliciting money or donations (other than for raffles)	1	
4.3(o)	Posting posters, banners or advertising material without prior consent of the MMA	1	Cost
4.3(p)	Engage in any unauthorised or unlawful act in respect of hired Pallets	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
4.3(q)	On site with a Blood Alcohol Content (BAC) over 0.00%, or under the influence of prohibited drugs	5	Suspension, Ban, Cost depending on circumstances
5.1(a)	Sale, storage, staging, sorting, packaging, re-packaging or displace of produce or stock outside Leased Premises, Unloading Area, Trading Stand, Flower Stand or Unloading Area	1	
5.1(b)	Sorting and repacking goods in Market Car Park	1	

RULE	DESCRIPTION OF OFFENCE	DEMERIT POINT	OTHER SANCTION (at the MMA's discretion)
5.1(c) and (d)	Direct Sales other than in accordance with the Operating Rules	2	
5.1(e)	Failure to confine activities to Leased Premises or Licensed Area outside Trading Hours	1-3	
5.2	Delivery of Goods or Produce to a Person who is not a Tenant or Licensee or outside the Designated Entry Time	1	
5.3	Unsanctioned Unloading of Goods or Produce	1	
7.1	Comply with recycling and waste management	1-3	Cost
8	Clearance of pallets	1	Suspension and Cost
9.1(a)	Failing to walk on pedestrian walkways	1	
9.1(b)	Obey all Traffic Signs	1-5, depending on severity	Suspension, Ban, Cost depending on circumstances
9.1(c)	Ensure Vehicles or Market-Specific Vehicles under its control is operated in compliance with all Traffic Signs	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
9.2(a)	Drive or bringing unregistered vehicle onto Market Land	2	Suspension 24hrs
9.2(b)	Driving without a valid licence	2-5	Suspension
9.2(c)	Drive or operate a Vehicle in a manner that would contravene any provision of the RS Act	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
9.2(d)	Drive or operate a Vehicle or Market Approved Vehicle while the person has a Blood Alcohol Content (BAC) over 0.00%, has in excess of any Target Concentration of illegal drugs, prescription medication or over the counter medication in their system or otherwise appears impaired or affected by the consumption of alcohol or drugs	3-5	Suspension, Ban, Cost depending on circumstances
9.2(e)	Drive or operate a Vehicle in a dangerous or negligent manner	3	Suspension
9.2(f)	Ride a bicycle, e-bike, e-scooter, scooter or skateboard, on Market Land	1	
9.2(g)	Speeding Vehicle	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
9.2(h)	Cleaning, servicing, repairing Vehicle outside designated area	2	

RULE	DESCRIPTION OF OFFENCE	DEMERIT POINT	OTHER SANCTION (at the MMA's discretion)
9.2(i)	Leaving a Vehicle unattended or parking outside a designated Parking Space	1	Costs
9.2(j)	Driving or bringing onto Market Land a Vehicle that exceeds permissible noise levels	1	
9.2(k)	Placing upon any road, walkway or clearway or entrance anything that may obstruct or endanger a Vehicle or Person	1	Cost
9.2(l)	Using Vehicles to obstruct any other Vehicle, pedestrian traffic or Market-Specific Vehicle from its lawful business	1	Cost
9.2(m)	Loading or unloading outside designated areas	1	Cost
9.2(n)	Operate or leave a Vehicle within the Trading Complex	2	Cost
9.2(o)	Operate or leave a Vehicle (other than a Truck) within the National Flower Centre	2	Cost
9.3	Failure to provide evidence of licences or submit to noise testing or Vehicle inspection	2-5	Suspension/Ban
10.1(a) and (b)	Operate or leave a Forklift or Market-Specific Vehicle in non-designated area	2	Cost
10.1(c)	Operate or drive a forklift without wearing a seatbelt	2-5	
10.1(d)	Operate or drive a Market Approved Vehicle without the installation of appropriate and operational restraints	2-5	
10.1(e)(i) to (iii) and (v)	Failure to do the following while operating a Forklift or Market-specific Vehicle: <ul style="list-style-type: none"> <li>• use illuminated headlights while motor or battery is engaged</li> <li>• does not comply with lighting or safety requirements prescribed by the MMA</li> <li>• use a mobile phone or other handheld device</li> <li>• carrying a load that exceeds the height or capacity of forklift's Data plate</li> </ul>	2-5	Suspension/Ban
10.1(e)(iv)	Speeding Forklift or Market Specific Vehicle	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances

RULE	DESCRIPTION OF OFFENCE	DEMERIT POINT	OTHER SANCTION (at the MMA's discretion)
10.1 (f) and (i)	Failure of Forklift or Market-specific Vehicle to remain on designated Vehicle Pathways or Forklift Crossovers where it is reasonably practicable to do so	2	
10.1 (g)	Forklifts must be stored in Leased Premises or Designated Forklift Storage Bays	2	
10.1 (h)	Operate a Forklift to tow without prior written approval of the manufacturer and the MMA	2	
10.2	Operating or leave a Truck: <ul style="list-style-type: none"> <li>• in the Trading Complex, Small Vehicle Car Park, Visitor Car Park; or</li> <li>• outside designated hours in the National Flower Centre</li> </ul>	2	Cost
11.1	Restriction on entry of vehicles	1-3	Cost
11.3	Parking infringements	1	Cost
12(a)	Failure to wear hi-vis	2	
12(b)	Failure to comply with OH&S Plan and requirements	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
12(c)	Failure to behave in a manner that preserves the safety of all Persons on Market Land	2-5, depending on severity	Suspension, Ban, Cost depending on circumstances
12(d)	Obstruct essential services	2-5, depending on severity	Cost



**Melbourne Market Authority**

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