



SYDNEY MARKETS CONDITIONS OF ENTRY

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CONDITIONS OF ENTRY

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CONDITIONS OF ENTRY

INTRODUCTION

- A SML is responsible for the management and operation of the Markets.
- B You enter the Markets pursuant to these Conditions.
- C SML made these Conditions for the good order and conduct of the Markets. In particular, SML's objectives are to:
- protect the safety and wellbeing of all people present in the Markets;
 - make the Markets attractive to all users; and
 - foster the continued growth and prosperity of the Markets.
- D If You breach these Conditions, SML will suffer or incur Damages and You are required under these Conditions to compensate SML for these Damages. The pre-estimates of Damages set out in the Schedule are the minimum Damages to be suffered or incurred by SML as a result of a Non-compliance of these Conditions by You. If You breach these Conditions You must compensate SML for actual Damages sustained or suffered by SML, which may be greater than the Damages in the Schedule.
- E If You disagree with these Conditions or are not prepared to comply with them, You should not enter or remain in the Markets.

PART A – DEFINITIONS & INTERPRETATION

1 Definitions

In these Conditions:

Approved Forklift means a Forklift:

- (a) the subject of a current SML Forklift Approval; and
- (b) displaying a label issued by SML in a prominent position indicating that the Forklift is the subject of a current SML Forklift Approval;

Authorised Officer means any person recorded as such on the SML Authorised Officers' list;

Authority means any:

- (a) government or governmental, semi-governmental or judicial authority; or
- (b) minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government,

and includes any regulatory organisation established under statute;

Common Area means those parts of the Markets provided for common use, including but not limited to roads, unreserved car parking areas, footpaths, access ways, entrances, stairs, elevators, toilets and loading docks;

Comply Notice means a notice issued to You in accordance with Clause 15 in the event of a Non-compliance, which:

- (a) requires the Non-compliance to be rectified; and
- (b) advises the Damages relating to the Non-compliance;

Conditions means these Conditions of Entry for the Markets;

Damages means any damage, expense or loss suffered or incurred or to be suffered or incurred by SML or for which SML is responsible or liable in relation to a Non-compliance, including:

- (a) bringing the Non-compliance to your attention by way of a Comply Notice;
- (b) carrying out any repair or replacement or any other reasonably necessary act to remedy or attempt to remedy the Non-compliance;
- (c) notification to any Authority or taking any steps considered by SML to be necessary in connection with the Non-compliance; and/or
- (d) communicating or dealing with You in relation to the Non-compliance;

Dispute Notice has the meaning given in Clause 18;

Environment means:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a)–(c);

Environmental Law means any law that has the effect of controlling, prohibiting or otherwise regulating the impact of activities on the Environment and includes without limitation the following statutes and the regulations made pursuant to them:

- (a) *Protection of the Environment Operations Act 1997*;
- (b) *Contaminated Land Management Act 1997*; and
- (c) *Environmental Planning & Assessment Act 1979*;

Equipment means bins, boxes, mobile offices, cartons, containers, packaging materials, tables, counters, racks, buckets, scales, pallets, trolleys, plant and machinery or any other item determined by SML to be equipment;

Forklift means a forklift or other motorised vehicular device, including those powered by electric motors, used or intended to be used for the loading, unloading or handling of Goods;

Forklift Application means an application by You to SML for a SML Forklift Approval in respect of a Forklift made in accordance with the procedure determined at any time by SML;

Goods means goods, farm produce and merchandise of any description;

High Risk Work Licence means the licence designated by the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)*

Liquid Waste means any liquid, and any substances contained in it, which may be produced or brought on or into the Markets from an industrial or commercial activity and which is unwanted or surplus and is to be discarded;

Markets means any land including the Common Areas, buildings, structures and property used, owned and/or controlled by SML, including but not limited to the land known as Sydney Markets at Flemington and the land known as Paddy's Markets at Haymarket;

Non-compliance means any non-compliance with these Conditions;

Occupancy Agreement means an occupancy agreement entered into between SML and a standholder, storeholder, lessee or licensee or otherwise determined by SML to apply in respect of that person's use and occupation of any part of the Markets;

Occupier means a person in the Markets pursuant to an Occupancy Agreement;

Offensive Noise means noise:

- (a) that, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances:
 - (1) is harmful to (or is likely to be harmful to) any person; or
 - (2) interferes unreasonably with (or is likely to interfere unreasonably with) any person; or
- (b) that is of a level, nature, character or quality prescribed by Environmental Law;

Pollution means:

- (a) the introduction of any matter, whether solid, liquid or gas, into the Environment so that the material exceeds any relevant standard prescribed by Environmental Law and, in circumstances where no standard is prescribed, the introduction of that matter into the environment in any quantity; and
- (b) Offensive Noise;

Schedule means the schedule to these Conditions which may be varied at any time by SML;

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; and
- (g) attempt to Sell, barter, exchange, expose for Sale or send, forward or deliver for Sale, barter or exchange;

SML means Sydney Markets Limited ABN 51 077 119 290;

SML Forklift Approval means a Forklift:

- (a) the subject of a successful Forklift Application;
- (b) inspected and approved by SML for use in the Markets for the period of the approval, subject to any conditions imposed by SML on the approval; and
- (c) in respect of which the fee determined by SML at any time for the approval referred to in paragraph (b) has been paid;

Vehicle means any device, including a Forklift, for the transportation or carriage of persons or Goods and includes any equipment attached to the device;

Warning Notice has the meaning given in Clause 14;

Waste includes:

- (a) any substance that is discharged, emitted or deposited in the Environment in such volume, constituency or manner as to cause an alteration in the Environment;
- (b) any discarded, rejected, unwanted, surplus or abandoned substance;
- (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for Sale or for recycling, reprocessing, recovery or purification by a separate operation from that which produced the substance; or
- (d) any other substance prescribed by these Conditions to be waste; and

You means any person entering the Markets other than a standholder, storeholder, lessee or licensee pursuant to an Occupancy Agreement.

2 Interpretation

In these Conditions unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the index and the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) a reference to a thing includes a reference to a part of that thing;
- (e) a reference to a document includes the document as modified at any time and any document replacing it;

- (f) a reference to a Business Day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Sydney and if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means twelve months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission, telegram or electronic mail;
- (j) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (k) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (l) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body;
- (m) a reference to a Party includes that Party's successors and permitted assigns; and
- (n) a reference to dollars is a reference to Australian dollars.

PART B – BEHAVIOUR IN THE MARKETS

3 Entry to the Markets

3.1 No entry to Markets when Markets are closed

You must not enter or be in any part of the Markets when that part of the Markets is closed to the public.

3.2 Exception to Clause 3.1

Sub-clause 3.1 does not apply if You are permitted by SML or an Authorised Officer to enter or be in the Markets or that part of the Markets at times when they are closed.

4 Vehicles in the Markets

4.1 No Vehicles if Markets are closed

No Vehicles may enter or be in any part of the Markets when that part of the Markets is closed or is closed to vehicles as notified at any time by SML.

4.2 Exception to Clause 4.1

Sub-clause 4.1 does not apply to a Vehicle permitted by SML or an Authorised Officer to enter or be in the Markets or that part of the Markets at times when they are closed.

4.3 Entry charge

You must not drive or bring a Vehicle into the Markets unless You have paid the charge determined and notified by SML at any time in respect of the entry into the Markets of that Vehicle.

4.4 Entry may be refused

A Vehicle may not enter the Markets if it is carrying Goods or material not authorised by SML to be brought into the Markets and SML may refuse entry to such Vehicles.

5 Goods in the Markets

5.1 Prohibited Goods and Equipment

You must not, without the written permission of SML or an Authorised Officer, bring or cause or permit to be brought into the Markets (or place or cause or permit to remain in the Markets) any Goods or Equipment or class of Goods and Equipment as SML may determine and notify at any time.

5.2 Goods must not be for Sale

You must not bring into the Markets, or place or display in the Markets (or cause to be brought into, placed or displayed in the Markets), any Goods or Equipment You intend to Sell in the Markets, otherwise than by way of delivery to an Occupier.

5.3 Directions of SML

If You have brought Goods or Equipment into the Markets or possess or control Goods or Equipment (whether for Sale or otherwise) in the Markets, You must, in accordance with any direction of an Authorised Officer, produce a manifest of goods and consignee documentation, and if so directed, immediately remove those Goods or Equipment from the Markets.

6 Behaviour in the Markets

6.1 Prohibited behaviour

You must not in the Markets behave in a noisy, noxious, noisome, offensive, unlawful or illegal manner, and specifically must not in the Markets:

- (a) be under the influence of intoxicating liquor or a drug (other than a drug prescribed for your medication);
- (b) smoke any substance or any cigar, cigarette, pipe, vape or other device in an area of the Markets SML has designated as an area in which smoking is prohibited;
- (c) curse or swear or use insulting, abusive, indecent or obscene language;
- (d) behave in a dangerous, disorderly, argumentative or offensive manner, or in a manner that causes or is likely to cause interference, nuisance, disturbance, annoyance or inconvenience to SML or any other person in the Markets or adjacent land;
- (e) obstruct or cause obstruction to another person;
- (f) gamble, operate or play games of chance, including but not limited to cards, lotteries, raffles, guessing competitions and lucky dips, in an area of the Markets other than those areas where SML has designated as an area in which gambling is permitted and legally authorised;
- (g) solicit money or any other thing without the written permission of an Authorised Officer;
- (h) display or distribute a handbill, placard, notice, sign, advertisement, paper or thing without the written permission of SML;
- (i) unreasonably act in defiance of the direction of an Authorised Officer; or
- (j) obstruct, prevent, hinder or interfere with an Authorised Officer or other employee of SML in the exercise of any of his or her functions.

6.2 Selling in the Markets

You must not Sell in any part of the Markets without the express written authority of SML.

6.3 Prohibited Goods

Without limiting sub-clause 6.2, You must not have in your possession or under your control in the Markets:

- (a) pirate Goods, including but not limited to audio/video cassettes, compact discs and video games;
- (b) drugs, drug literature, items displaying or featuring drugs (including clothing that depicts drug messages or scenes) or items intended for the administration or drugs;

- (c) firearms, ammunition or other prohibited weapons, knives (without reasonable excuse), and implements;
- (d) Goods that infringe intellectual property rights;
- (e) indecent or obscene items or publications;
- (f) laser pointers;
- (g) fireworks;
- (h) liquor;
- (i) Goods that cannot be sold by law;
- (j) Goods notified by SML in writing at any time to be prohibited goods; and
- (k) Goods, items or publications that in the reasonable opinion of SML discriminate on the grounds of race, gender, sexual preference, disability, age or religion.

6.4 Interference with property

You must not:

- (a) use or move;
- (b) interfere or tamper with;
- (c) impede the working or performance of; or
- (d) use for a purpose other than that for which it is provided,

any property of SML, and in particular any equipment provided in the interests of health and safety or environmental control, in the Markets except with the written permission of SML.

PART C – MARKETS SAFETY

7 Obligation to Ensure Safety

7.1 Safety first

You must behave in a manner that is consistent with the safety of all persons in the Markets, as described in these Conditions, and supplemented by signage and directions of SML officers.

7.2 Bringing machinery into the Markets

You must not bring (or cause or permit to be brought) plant or equipment into the Market otherwise than as approved by an Authorised Officer.

7.3 Obstructions to common areas

You must not place any Goods or Equipment or in any other way obstruct, or cause to be obstructed, Common Areas.

7.4 Fire equipment

You must not in any way:

- (a) obstruct, or cause to be obstructed, any access to fire exits, fire doors or fire-fighting equipment; and
- (b) use fire-fighting equipment for a purpose other than the intended purpose.

8 Vehicles

8.1 Registration

You must not bring into, possess, control, drive or operate an unregistered Vehicle in the Markets if that Vehicle would be required to be registered under the *Road Transport Act 2013 (NSW)* in order to be driven on a road as defined under that Act. Forklifts, and other vehicles for which a High Risk Work Licence (as designation by the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)*) is required, are deemed to enter for work purposes, and must be declared to an Authorised Officer.

8.2 Licensed drivers

You must not control, drive or operate a Vehicle in the Markets unless You are licensed under the *Road Transport Act 2013 (NSW)* and *Road Transport (Driver Licensing) Regulation 2017 (NSW)* to drive the Vehicle on a road as defined under that Act. You must carry your licence at all times and produce this licence to an Authorised Officer on demand.

8.3 Wearing of helmets

You must not ride a motorcycle or bicycle in the Markets without wearing a helmet:

- (a) in accordance with the manufacturer's instructions for the wearing of that helmet (including fastening the strap); and
- (b) that is approved for that motorcycle or bicycle under the *Road Rules 2014 (NSW)*.

8.4 Markets are deemed to be a public road

This Clause 8 applies whether or not a road within the Markets is defined as a road under the above mentioned Acts.

9 Use of Vehicles

9.1 Vehicles to be driven safely

You must not drive, wheel or operate a Vehicle in the Markets:

- (a) in a dangerous or negligent manner;
- (b) in excess of the speed limits determined and notified by SML;
- (c) under the influence of either alcohol or drugs; or
- (d) subject to paragraphs (a) and (b), otherwise contrary to a direction given by an Authorised Officer or displayed signage, or as determined and notified by SML.

9.2 Vehicles not to be left running

If you drive or operate in the Markets a Vehicle which is propelled by means of a motor or engine You must, as soon as that Vehicle is no longer being driven or operated, or immediately in accordance with a direction given by an Authorised Officer, stop the motor or engine.

10 Parking of Vehicles

10.1 Use of car parking areas only

You must not park or stand a Vehicle in the Markets:

- (a) in an area other than an area which SML has determined and notified as a parking area;
- (b) otherwise than in such direction and within such limits as SML has determined and notified; or
- (c) contrary to any direction given to You by an Authorised Officer.

10.2 Display of permit

You must not park or stand a Vehicle in the Markets in a designated area and designated period without displaying in the Vehicle (so that it can be seen and read from outside the Vehicle) the receipt or other document issued by SML on the payment of the charge under Clause 4. Parking or standing a Vehicle outside of designated areas or designated periods

11 Further Requirements for Forklifts

11.1 Approved Forklift

In addition to the requirements under Sub-clause 8.1, You must not bring into, possess, control, drive or operate a Forklift in the Markets, or cause a Forklift to be driven or operated in the Markets, unless the Forklift is an Approved Forklift.

11.2 Conditions on SML Forklift Approvals

An SML Forklift Approval is subject to the conditions endorsed on the approval. These must be complied with at all times.

11.3 High Risk Work Licence

In addition to the requirements under Sub-clause 8.2, if You control, drive or operate a Forklift in the Markets You must hold and produce on request to an SML Authorised Officer:

- (a) a High Risk Work Licence in force under the *Work Health and Safety Regulation 2017*;
- (b) a current Drivers (Class C minimum) Licence; and
- (c) any other authorisation as may be required and notified by SML.

PART D – MARKETS CLEANLINESS AND HYGIENE

12 General Requirements

12.1 No dumping of rubbish

You must not dump, throw, deposit or place (or cause to be dumped, thrown, deposited or placed) any Waste or Liquid Waste in the Markets. Violations of this requirement can, at SML's discretion, result in a Comply Notice and Damages, and may be reported by SML to appropriate authorities.

12.2 Your obligation to avoid Pollution

You must store, handle and manage all Goods and other materials while in the Markets in a proper and efficient manner so as to avoid causing Pollution in the Markets. Without limiting the operation of this clause:

- (a) all solid materials are to be stored in containers that are fit for the purpose;
- (b) all liquids are to be stored in containers that are fit for the purpose;
- (c) all gases are to be stored in containers that are fit for the purpose and are to be serviced regularly; and
- (d) all waste generated in the Markets by You remains your property and must be removed from the Markets by You.

12.3 Odours, rats and vermin

You must not bring into the Markets or cause:

- (a) any noxious or offensive odour or smell; or
- (b) rats, cockroaches or other vermin.

12.4 Equipment management

All equipment (including Vehicles) used by You in the Markets is to be operated in a proper and efficient manner so as to avoid causing Pollution.

12.5 Maintenance of Vehicles

You must not wash, maintain, repair or service a Vehicle, motor or engine (or any part of a Vehicle, motor or engine) in the Markets.

12.6 Drains

You must not dispose of:

- (a) fats and oils of any type or nature;
 - (b) liquids containing fats or oils;
 - (c) non-authorised cleaning agents; or
 - (d) other Liquid Waste that would cause pollution,
- in any sewer, sink, drain or pipe in the Markets.

12.7 Use of toilet facilities

You must:

- (a) not spit, urinate or defecate in the Markets except in the toilet facilities provided by SML for this purpose; and
- (b) leave the toilet facilities clean after use.

12.8 Notification of spill

If you undertake an activity which leads to the discharge of material into the Environment, either directly or otherwise, You must immediately notify SML.

12.9 Removal of food waste

You must not interfere with or remove any food waste from the Markets unless authorised to do so by SML or an Authorised Representative.

13 Animals, Birds, Fish and Reptiles

13.1 Animals not permitted

You must not, except with the written permission of SML, bring into the Markets or possess or control in the Markets a live animal, live bird, live fish or live reptile.

13.2 If animals are permitted

If You bring into the Markets or possess or control in the Markets a live animal, live bird, live fish or live reptile in accordance with the written permission of SML, You must keep it under proper control at all times.

PART E – NON-COMPLIANCE AND DAMAGES

14 Warning Notices

14.1 Issuing a Warning Notice

SML may at its discretion following a Non-compliance issue a warning notice to You in lieu of a Comply Notice (**Warning Notice**):

- (a) identifying the Non-compliance committed by You and the date, time and location of that Non-compliance;
- (b) requiring compliance with the Conditions by You; and
- (c) where appropriate, requiring You to remedy the Non-compliance (if capable of remedy) within a reasonable period.

You are required to comply with the Warning Notice. Any failure to do so will be considered a further Non-compliance and will result in the issue of a Comply Notice in respect of the original Non-compliance and this further Non-compliance.

14.2 No Damages

You are not required to pay Damages following a Non-compliance if SML in its discretion issues a Warning Notice in lieu of a Comply Notice. Notwithstanding this clause, if SML subsequently determines the Non-compliance caused it to suffer loss or damage, it may seek compensation from You for this damage or issue a Comply Notice in respect of the same Non-compliance.

15 Comply Notices

15.1 Form of Comply Notice

In the event of a Non-compliance the Authorised Officer may issue a notice to You (**Comply Notice**):

- (a) identifying the Non-compliance committed by You and the date, time and location of that Non-compliance;
- (b) requiring compliance with the Conditions by You;
- (c) requiring You to remedy the Non-compliance (if capable of remedy) within a reasonable period; and
- (d) stating the Damages incurred or suffered or to be incurred or suffered by SML as a result of the Non-compliance and requiring payment of the Damages.

15.2 Serving of Comply Notices

A Comply Notice may be served by SML hand delivering it to You or posting it by normal mail to your address.

15.3 Action by You

Following receipt of the Comply Notice You must:

- (a) remedy the Non-compliance committed by You (if capable of remedy) within the reasonable period set out in the Comply Notice;
- (b) observe and comply with these Conditions; and
- (c) pay to SML the Damages stated in the Comply Notice within 21 days of receipt of the Comply Notice.

16 Failure to Comply

16.1 Non-compliance

If You:

- (a) fail to comply with a Comply Notice and do not issue a Dispute Notice; or
- (b) issue a Dispute Notice and fail to comply with the reinstated Comply Notice issued pursuant to sub-clause 18.3(b),

then You will be considered to be in further Non-compliance.

16.2 Further action

If You are found to be in further Non-compliance pursuant to sub-clause 16.1, SML may:

- (a) increase the Damages in the Comply Notice by any further costs incurred by SML in seeking to recover from You payment of the Damages; and
- (b) commence proceedings against You to enforce the Comply Notice without further notice to You.

17 Damages

17.1 Amount of Damages

- (a) The Damages set out in the Schedule are reasonable pre-estimates of the Damages likely to be incurred or suffered by SML as a result of any Non-compliance as at 1 October 2025.
- (b) The Damages in the Comply Notice may or may not be the Damages set out in the Schedule.
- (c) The Damages in the Comply Notice will be the Damages incurred or suffered or to be incurred or suffered by SML as a result of the Non-compliance as quantified by SML.

17.2 Increased Damages

The Damages in the Schedule will be increased by SML under sub-clauses 17.3 and 17.4 to reflect the costs incurred by SML of having to increase the level of resources, including but not limited to management time and increased monitoring and supervision, expended where You have demonstrated an unwillingness or inability to comply with these Conditions or pay the Pre-estimate of Damages.

17.3 Repeat Non-compliances

If You are found by SML to be in Non-compliance of the same clause more than once in a period of time considered unreasonable by SML and demonstrate an unwillingness or inability to comply with these Conditions then the Damages in the Comply Notice for each Non-compliance after the first will at the discretion of SML be greater than the Damages set out in the Schedule.

17.4 Multiple Non-compliances

If You are found by SML to be in Non-compliance of these Conditions 3 times in a period of time considered unreasonable by SML and demonstrate an unwillingness or inability to comply with these Conditions (which may include non-payment for previous outstanding Damages) then the Damages in the Comply Notice for each Non-compliance after the third breach will at the discretion of SML be greater than the Damages set out in the Schedule, and You, or Your Vehicle (as case may be) may be subject to a Markets Banning Notice.

18 Disputing a Comply Notice

18.1 Dispute Notice

If You are issued with a Comply Notice and You dispute the Non-compliance described in the Comply Notice or the Damages claimed by SML, You may, within 14 days of being issued with the Comply Notice, give notice in writing to SML that You dispute the Comply Notice or the Damages claimed by SML or both (**Dispute Notice**).

18.2 Content of Dispute Notice

The Dispute Notice must set out the basis on which You dispute the Comply Notice with sufficient detail to enable SML to make a determination as to whether it will accept the Dispute Notice and withdraw the Comply Notice.

18.3 Decision by SML

Within 14 days of receiving the Dispute Notice SML will notify You and advise whether:

- (a) the Comply Notice will be withdrawn; or
- (b) the Comply Notice is not withdrawn by SML, in which case the Damages must be paid by You within 14 days of receiving notice that the Comply Notice is not withdrawn.

18.4 Further Damages incurred as a result of Dispute

If SML notifies You pursuant to sub-clause 18.3(b) that the Comply Notice is not withdrawn, then SML may increase the Damages in the Comply Notice by any further costs incurred by SML since the issue of the original Comply Notice.

19 GST

The amounts payable by You to SML for any Supply under these Conditions are exclusive of GST and You must pay any applicable GST at the same time and in the same manner as other amounts payable by You under these Conditions.

PART F – RISK, LIABILITY AND REMOVAL

20 Risk and liability

20.1 Risk

You enter and remain in the Markets entirely at your own risk and SML will not be liable for any loss, damage or injury to You or your property (including any Vehicle or anything in or attached to a Vehicle) arising from or in connection with your use of the Markets.

20.2 Liability

Subject to clause 20.3, to the maximum extent permitted by law, all warranties and conditions which are not expressly stated in the Conditions, are expressly excluded.

20.3 Extent of liability

In the event it is not possible to exclude, restrict or modify any warranties or conditions implied into the Conditions by any statute, then SML's liability is limited to a refund of any monies paid by You to SML in respect of your entry into and use of the Markets.

21 Removal from Markets

21.1 Licence

Your right to enter and use the Markets is a licence only and is revokable by SML for any reason and at any time without notice.

21.2 Direction to leave the Markets

If You contravene any of these Conditions, You must, if directed to do so by an Authorised Officer, immediately leave the Markets with your Goods, Equipment and Vehicles.

21.3 Return to Markets

If You have been directed to leave the Markets pursuant to clause 21.2, You must not enter the Markets again without the permission of an Authorised Officer.

PART G - GENERAL PROVISIONS

22 Identification

On request by an Authorised Officer, You must provide details of your full name, residential address, driver's licence number and Vehicle registration number and such other proof of identity as reasonably requested by an Authorised Officer.

23 Notification by SML

Any notification that SML is required or permitted to make under these Conditions may be made by a notice conspicuously displayed in the Market (or, if the notification relates only to a part of the Market, in that part of the Market).

24 Variation and Withdrawal of Directions

SML may vary or withdraw a direction or written permission given or a determination made pursuant to these Conditions by it or by an Authorised Officer.

25 Privacy

25.1 Privacy Consent

As a Condition of Entry to the Markets, and as indicated by signage in the Markets, You consent, in accordance with the SML Privacy Policy to SML:

- (a) collecting from You directly personal information about You (Information) to enable SML to:
 - (1) enhance and protect the safety of You and other persons at the Markets;
 - (2) coordinate, manage and maintain good order and security in and around the Markets;
 - (3) protect the rights and safety of other parties present in the Sydney Markets from time to time;
 - (4) provide access and parking controls;
 - (5) investigate and report to relevant authorities and agencies, as appropriate, information and details regarding safety, accidents, incidents, near misses, health issues and Unacceptable Behaviour which have occurred within the Markets (**Purposes**).
- (b) using and disclosing to any party (whether within or outside Australia) such of the Information as SML considers necessary for any of the Purposes and any other purpose reasonably required by SML from time to time; and
- (c) using the Information to market the services and products of SML to You (unless You request that SML cease doing so).

25.2 Access to information

If You are an individual, You may seek access to your Information by contacting SML's Privacy Officer either by telephone or alternatively by email as set out in the Privacy Policy. If You need to be granted access to any of the Information, an appointment will be made for You to attend personally at the Markets for that purpose and You must pay SML's reasonable costs in providing access.

25.3 Disclosure of information

While SML reserves the right to disclose any Information to any party as set out in Clause 25.1, the types of parties to whom SML would usually disclose the Information could include SML's officers and staff, legal and accounting advisers, SML's Insurance provider, law enforcement authorities, tenants, other parties present in the Sydney Markets from time to time in the course of fulfilling any of the Purposes, and any other party with whom SML may deal with from time to time in the course of fulfilling the Purposes.

25.4 CCTV Acknowledgment

You acknowledge that SML employs closed circuit television technology and/or other video surveillance technology (CCTV), as indicated on signage within and around the Markets for safety, security and compliance purposes and You consent to SML'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. Other than information provided in the SML Markets Induction process, no facial recognition or biometric data is stored on file.

25.5 CCTV and Privacy

Further related Privacy information, including storage, access controls, and complaints process is available from the SML Privacy Policy.

SCHEDULE

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A Schedule of Damages relating to these Conditions of Entry will be issued separately

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SYDNEY

MARKETS

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