



Victoria

MELBOURNE MARKET AUTHORITY

BY-LAWS 2012

MELBOURNE MARKET AUTHORITY ACT 1977

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INDEX

By-Law

| No. | Title..... | Page No |
|-----|-------------------------------------------------------------------------------|---------|
| 1. | Citation..... | 2 |
| 2. | Authorising Provision..... | 2 |
| 3. | Revocation of Previous By-Laws | 2 |
| 4. | Commencement | 2 |
| 5. | Objectives | 2 |
| 6. | Definitions | 3 |
| 7. | Occupation of Market | 7 |
| 8. | Entry & Exit | 7 |
| 9. | Trading of Goods or Produce | 9 |
| 10. | Conduct within the Market..... | 10 |
| 11. | Occupation and Use of Stores, Stands & Other Premises..... | 13 |
| 12. | Control of Vehicles in the Market..... | 15 |
| 13. | Forklifts, Golf Buggies and Motorised Trolleys Used 19 at the Market | 19 |
| 14. | Market Safety | 28 |
| 15. | Emergency and Evacuation Procedures..... | 29 |
| 16. | Offering Services | 29 |
| 17. | Directions of the MMA and Authorised Officers | 29 |
| 18. | Compliance with Directions of the MMA and Authorised Officers | 30 |
| 19. | By-Law Enforcement Prosecution..... | 30 |
| 20. | By-Law Enforcement – Infringement Notices..... | 30 |
| | Schedule 2 - Market Map..... | 32 |
| | Schedule 3 - Fixed Penalties for Offences..... | 33 |

MELBOURNE MARKET AUTHORITY BY-LAWS 2012

Melbourne Market Authority makes the following By-Laws.

Dated: 5TH JULY 2012

The Common Seal of the Melbourne Market Authority was affixed in the presence of:



Neil Lowe
CHAIR




Stephen McArthur
MEMBER

1. Citation

These By-Laws may be cited as the Melbourne Market Authority By-Laws 2012.

2. Authorising Provision

These By-Laws are made under Section 38 and 38(A) of the Melbourne Market Authority Act 1977.

3. Revocation of Previous By-Laws

The Melbourne Market Authority Principal By-Laws 2002 are revoked on the 31st July, 2012.

4. Commencement

These By-Laws come into operation on the 1st August, 2012.

5. Objectives

The objectives of these By-Laws are to:

- 5.1 regulate entry to the Market;
- 5.2 regulate, control and prescribe conditions on use of the Market;
- 5.3 prescribe times during which trading or other activities may take place in the Market or parts of it;
- 5.4 prescribe times during which persons may be present in the Market or parts of it including the occupation of stands and stores within the market land;
- 5.5 regulate the activities and behaviour of persons generally in the Market or any other matter relating to the Market;
- 5.6 prescribe matters relating to Infringement Notices.

6. Definitions

In these By-Laws, unless the context requires otherwise:

"Access Card" means a card issued to a Person by the MMA after that Person has complied with the requirements set by the MMA from time to time authorising that Person to enter the Market;

"Act" means the Melbourne Market Authority Act 1977, as amended or re-enacted from time to time;

"Authorised Buyer or Buyer" means a Person who has complied with all of the MMA's requirements and who is authorised by the MMA to buy Produce or Goods from a Seller or General Trader at the Market;

"Authorised Repairer" means a Person who has been granted a permit by the MMA to enter the Market to undertake repairs on forklifts and any other Vehicle;

"Authorised Officer" means a member, Chief Executive Officer, or an employee of the MMA, a member of the Victoria Police, and any other Person authorised in writing to act as an authorised officer by the Chief Executive Officer;

"Authorised Vehicle" means a vehicle which the MMA has permitted to enter the Market;

"Australian Standard Helmet" means the authorised standard helmet as defined in the Australian and New Zealand Standards AS/NZS 2063;

"By-Law" means these By-Laws as amended and prescribed by the MMA from time to time for access to the Market and the conduct of activity and behaviour within the Market;

"Chief Executive Officer" means the Chief Executive Officer of the MMA;

"Dangerous Goods" has the same meaning as in the Dangerous Goods Act 1985 and includes substances and articles that are likely to cause injury to any Person or damage to any property;

"Designated Entry Time" means the times of entry into the Market prescribed by the MMA from time to time;

"Designated Parking Space" means that part of the Market that has been specifically designated and marked for parking by Authorised Vehicles from time to time by Traffic Signs or otherwise;

"Designated Storage Space" means that part of the Market that has been specifically designated and marked for Storage by signs or otherwise;

“Designated Pallet Storage Area” means that part of the Market that has been specifically designated and marked for Pallet Storage;

“Designated Tenant Parking” means that part of the Market that has been specifically designated and marked for Tenant Parking by signs or otherwise;

“Designated Pedestrian Walkway” means that part of the Market that has been specifically designated and marked for pedestrians by Traffic Signs or otherwise;

“Designated Pathway” means that part of the Market that has been specifically designated and marked by Traffic Signs or otherwise for the use only of forklifts, golf buggies and motorised trolleys;

“Direction” means an instruction given orally or in writing by the MMA or an Authorised Officer of the MMA which is reasonably necessary to achieve the Objectives of these By-Laws or the Objects of the MMA pursuant to the Act;

“Employee” means a Person employed by an Employer;

“Employer” means a Tenant, Seller, General Trader, Unloader and Unloading Agency;

“Equipment” means pallets or any other similar containers used by Tenants, General Traders, Sellers and Buyers at the Market for the storage and transportation of Produce or Goods;

“Flowers” means flowers (excluding dried flowers), plants, nursery items, and any other product approved by the MMA from time to time;

“General Trader” means a Person to whom the MMA has granted a lease or licence to occupy premises to conduct a business other than for the sale of Produce;

“Goods” means merchandise, property or equipment that a Tenant:
(a) offers for sale or hires; or
(b) uses in the conduct of its business;

“Hot Works” means those activities involving the use of cutting, grinding or welding equipment capable of generating heat and/or sparks and the use of electrical equipment in areas where there is potential of an explosive atmosphere to exist;

“Induction Program” means the safety induction program of the MMA that has to be completed by all persons entering the Market;

“Impairment” has the same meaning as defined in the Equal Opportunity Act 1995;

“Lease” means a lease of part of the Market granted by the MMA in writing to a person;

“Leased Premises” means the premises occupied by a Tenant under a Lease;

“Licence” means a licence to occupy part of the Market guaranteed by the MMA in writing to a Person;

“Licensed Premises” means the premises occupied by a Licensee under a Licence;

“Licensee” means a Person who is a licensee under a Licence;

“Licensee Employee” means a Person employed by a Licensee and authorised by the MMA to be at the Market;

“Main Trading Floor Complex” means that part of the Market that comprises of a Store and/or Stand and any part of the Market set aside by the MMA for the sale of Produce or any other Goods as authorised by the MMA from time to time;

“Market” means Melbourne Wholesale Fruit, Vegetable and Flower Market and National Flower Centre including all the land and structures within its boundaries as indicated in the plan in Schedule 2 of these By-Laws;

“MMA” means the Melbourne Market Authority established under the Act;

“National Flower Centre” means the National Flower Centre designated as being part of the Market and included on the plan in Schedule 2 of these By-Laws;

“Parking Space” means any part of the Market that has been designated and marked with Traffic Signs or otherwise by the MMA for the parking of Authorised Vehicles from time to time;

“Permit” means a permit issued by the MMA from time to time authorising a Person to carry out specified activities at the Market;

“Person” means a natural person, partnership or corporation and includes a person's employees (if any);

“Prescribed Fee” means any fee as prescribed by the MMA from time to time;

“Premises” means that part of the Market that is leased or licensed to a Person other than a “Store” or “Stand”;

“Produce” means fruit, vegetables and flowers and all other products which are approved for sale at the Market by the MMA from time to time;

“Produce Delivery Vehicle” means a vehicle which delivers Produce to the Market but excludes a vehicle owned by a Seller who transports Produce to the Market for sale by that Seller;

“Rubbish” means discarded produce, flowers, litter, refuse, waste material or discarded items of any kind or description;

“Schedule” means the Schedules or Schedule attached to these By-Laws;

“Second-Hand Polystyrene Boxes” means second-hand polystyrene boxes that have not been reconditioned in accordance with a Compliance Agreement under the Plant, Health and Plant Products Act 1985;

“Seller” means a Person authorised by the MMA to sell Produce or any other products as approved by the MMA from time to time;

“Services” means any other business or other commercial transactions conducted on the Market other than the sale of Produce;

“Stand” means an open area, floor or any other area of the Market set aside by the MMA for the sale of Produce or for such other purpose as approved by the MMA from time to time;

“Store” means an enclosed space of one or more storeys in the Market set aside as a store or module for the wholesale sale of Produce or such other purpose as approved by the MMA from time to time;

“Storage Display Area” means that part of the Market that has been designated and marked as storage display area for produce;

“Tenant” means a Person who is a tenant under a Lease granted by the MMA;

“Tenant Employee” means a Person employed by a Tenant and authorised by the MMA to be at the Market;

“Trading Hours” means the trading hours of the Market as prescribed in writing by the MMA or Chief Executive Officer from time to time;

“Traffic Sign” means any object or device (whether fixed or portable) which reasonably conveys to traffic or any specified class of traffic, warnings, information, requirements, instructions or prohibitions of any description or any line or mark in the Market for so conveying such warnings, information, requirements, instructions or prohibitions;

“Unloaders Bay” means any space in the Market set aside by the MMA for the unloading of Produce Delivery Vehicles;

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

“Vehicle” means any motorised vehicle or device for the carriage of persons or things and includes a trailer;

“Visitor” means a Person who is authorised by the MMA to enter the Market for purposes other than trading or performing a specified service to the MMA or market user.

7. Occupation of Market

7.1 Market Hours & Access Cards

- 7.1.1 A Person must not enter the Market unless that Person holds either a valid Access Card issued by the MMA or has written authorisation from the MMA or the Chief Executive Officer to enter the Market.
- 7.1.2 A Person must complete the Induction Program as required by the MMA from time to time prior to being issued with a valid Access Card.
- 7.1.3 A Person must not enter or be in any part of the Market except at times as prescribed in writing by the MMA or Chief Executive Officer from time to time and in accordance with the authorised activities and entry conditions for that person.
- 7.1.4 A Person must present his/her Access Card to enter the Market at any time and to produce the Access Card if requested by an Authorised Officer.

8. Entry and Exit

8.1 Entry and Access by a Tenant and Licensee

- 8.1.1 A Tenant or Licensee will only be allowed access to the Market in accordance with the prescribed Trading Hours and the conditions of the Tenant's or Licensee's Access Card.
- 8.1.2 A Tenant or Licensee must:
 - (a) at all times prior to the commencement of the Trading Hours confine their activities to their Leased or Licensed Premises;
 - (b) comply with all the requirements of the By-Laws of the Market.
- 8.1.3 A Tenant will be permitted twenty-four (24) hour access to the Market subject to compliance by the Tenant with By-Law 8.1.2 (a) and (b).
- 8.1.4 A Tenant's or Licensee's Employee will only be permitted access to the Market in accordance with the condition of that Employee's Access Card.

8.2 Entry and Access by Authorised Buyers

An Authorised Buyer or an Employee of an Authorised Buyer must not enter the Market other than in accordance with the times and conditions of the Authorised Buyer or the Employee's Access Card.

8.3 Entry and Access by Visitors

A Visitor must not enter the Market unless the Visitor:

- 8.3.1 has completed and submitted the relevant Visitor Application Form required by and identified by the MMA for the purpose for which he/she wants to enter the Market;
- 8.3.2 complies with all the conditions of entry as prescribed by the MMA from time to time;
- 8.3.3 has the written consent of the MMA to enter the Market for the purpose stated in the Application;
- 8.3.4 has completed the Induction Program of the MMA if directed to do so by the MMA.

8.4 Access of General Public Prohibited

A member of the general public must not enter or remain in the Market at any time unless authorised by the MMA.

8.5 Access to the Market Outside Trading Hours and When the Market is Closed

- 8.5.1 A Person will only be allowed entry and access to the Market in accordance with the conditions of that Person's Access Card;
- 8.5.2 Subject to By-Law 8.1 a Person or Vehicle (other than an Authorised Officer or Vehicle of an MMA Employee) must not enter or be in any part of the Market if:-
 - (a) the Market is closed; or
 - (b) the Market is closed to any classification of Persons or Vehicle; or
 - (c) where access to the Market is not permitted by notice.

8.6 Discretion of MMA in Prohibiting and/or Restricting Entry into the Market

The MMA retains the right at any time:-

- 8.6.1 to refuse access to a Person, Visitor or Vehicle to the Market;
- 8.6.2 restrict access to a Person, Visitor or Vehicle to the Market or any common area of the Market.

8.7 Children in the Market

Children under the age of fifteen (15) must be accompanied at all times by an authorised adult when in the Market. Prior to bringing a child into the Market, such adult must sign an undertaking in the form specified by the MMA from time to time.

9. Trading of Goods or Produce

9.1 Selling of Goods or Produce

A Tenant or Licensee must not without the prior written authorisation of the MMA:

- 9.1.1 sell or offer for sale and/or deliver any Goods or Produce from a Leased or Licensed Premises to any Authorised Buyer or other Person within the Market unless the Tenant or Licensee holds a valid Lease or Licence for those Premises and has paid the Prescribed Fee as set by the MMA;
- 9.1.2 sell Goods or Produce outside the Trading Hours;
- 9.1.3 sell any Goods or Produce in the Market to an Authorised Buyer or any other Person in the Market except when:
 - (a) from the Leased or Licensed Premises of that Tenant or Licensee; and
 - (b) the Goods or Produce have been approved by the MMA for sale from the Leased or Licensed Premises;
- 9.1.4 sell or deliver any Goods or Produce that the MMA has prohibited from being sold in the Market;
- 9.1.5 sell any Goods or Produce by auction or advertise Goods or Produce for sale by auction at the Market;
- 9.1.6 sell, offer for sale or solicit in any manner the sale or purchase of any Goods or Produce on any road or Designated Parking Space within the Market.

9.2 Display and Storage of Goods or Produce

- 9.2.1 A Person must not stack, store or display Goods or Produce or permit any Goods or Produce to remain on any road or walkway or any part of the Market except:-
 - (a) in a Designated Storage Space or designated Storage Display Area;
 - (b) within the confines of a Leased or Licensed Premises; and
 - (c) upon payment of a Prescribed Fee to the MMA for that particular purpose.
- 9.2.2 A Person must not place or cause to be placed upon any road, designated walkway, clearway or entrance to any Leased or Licensed Premises anything that may in the opinion of an Authorised Officer obstruct or endanger any Vehicle or Person at the Market.

9.3 Delivery of Goods or Produce

A Person delivering Goods or Produce into the Market will only be allowed entry into the Market if:

- 9.3.1 the Goods or Produce are delivered to a Tenant or Licensee; and
- 9.3.2 the Goods or Produce are delivered within the Designated Entry Time set down for the delivery of the Goods or Produce.

9.4 Unloading of Goods or Produce

- 9.4.1 A Person will only be permitted to unload Goods or Produce in the Market if:-
 - (a) that Person is an Unloader or an Unloading Agency; or
 - (b) that Person is permitted in writing by the MMA to unload Goods or Produce; or
 - (c) the Goods or Produce fall within the permitted use of the Leased or Licensed Premises including any consent or approval given by the MMA;
- 9.4.2 A Tenant or Licensee must not unload Goods or Produce unless:
 - (a) the Tenant or Licensee is the consignee of the Goods or Produce;
 - (b) the unloading of the Goods or Produce is carried out at the Tenant's or Licensee's Leased or Licensed Premises;
 - (c) the Goods or Produce when unloaded are stored or placed within the Leased or Licensed Premises of the Tenant or Licensee; and
 - (d) all unloading is acknowledged in writing to be undertaken at the sole risk and responsibility of the Tenant or Licensee.
- 9.4.3 The Tenant or Licensee must clean his/her/its Leased and/ or Licensed Premises after the completion of unloading of Goods or Produce and deposit any Rubbish in the rubbish receptacles provided by the MMA in the Market.

10 Conduct within the Market

10.1 Entry Conditions of Market

A Person entering the Market must:

- 10.1.1 act in accordance with the By-Laws of the Market;
- 10.1.2 not bring into the Market any Dangerous Goods except with the prior written approval of the MMA;
- 10.1.3 not bring into the Market Second-Hand Polystyrene Boxes and/or cartons without the written permission of the MMA;
- 10.1.4 deposit used polystyrene boxes in receptacles provided for the recycling of polystyrene boxes;

- 10.1.5 not bring into the Market any goods or materials (other than the Goods or Produce intended for use or sale by a Tenant or Licensee) without the prior written approval of the MMA;

- 10.1.6 at all times on Market wear over their clothing a day/ night safety vest that complies with Australian Standards AS-NZS 1906.2 and 4602.

10.2 Behaviour Within the Market

A Person within the Market must not:-

- 10.2.1 use threatening, abusive or offensive language;
- 10.2.2 behave in a reckless, dangerous, disorderly, indecent or offensive manner;
- 10.2.3 damage, deface or defile in any manner whatsoever any building on the Market, Vehicle or any other thing of any description or kind;
- 10.2.4 assault, molest or wilfully interfere with any other Person;
- 10.2.5 gamble or carry on any other illegal activity;
- 10.2.6 obstruct another Person or Vehicle;
- 10.2.7 spit or urinate or defecate, except in the toilet facilities provided;
- 10.2.8 hawk any service, produce or merchandise other than as permitted by the MMA;
- 10.2.9 interfere with the entry and exit doors on any building on the Market;
- 10.2.10 damage, move or interfere with the property of the MMA including machinery, equipment, pipes, fire hoses, measuring or weighing devices;
- 10.2.11 use any property of the MMA except for the purpose for which it was provided;
- 10.2.12 (a) bring into and leave any Rubbish in the Market; or
(b) deposit or leave any Rubbish in the Market.
- 10.2.13 deposit any Rubbish anywhere in the Market except in receptacles provided by the MMA for this purpose. Only Rubbish generated in the Market and deposited by Tenants and Licensees (or their employees) may be placed in the receptacles;
- 10.2.14 cause any dirt or Rubbish to be placed or swept into a drain, gutter or onto a road or footpath in the Market;
- 10.2.15 have in his/her possession Second Hand Polystyrene Boxes and/or cartons;

- 10.2.16 collect and/or remove any Rubbish or any item from Rubbish receptacles and the Market floor.

10.3 Approval by MMA

A Person must not:

- 10.3.1 solicit money or any other thing;
- 10.3.2 conduct an auction;
- 10.3.3 exhibit or distribute any notice, pamphlet or other written material without the approval in writing of the MMA;
- 10.3.4 write, draw or affix any representation, character or sign on any part of the Market or any building on the Market;
- 10.3.5 use any amplified sound reproduction that causes annoyance or disturbance to any other Person in the Market;
- 10.3.6 clean, service, maintain or repair a Vehicle within the Market; or
- 10.3.7 bring into the Market any animal. This By-Law does not apply to a guide dog accompanying a Person with a visual, hearing or mobility impairment.

10.4 Interference with MMA Property

A Person must not 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 property of any kind or description belonging to the MMA.

10.5 Request for Details by Authorised Officer

A Person in the Market must provide when requested by an Authorised Officer his/her full name and current address, including production of a driver's licence and the Access Card issued by the MMA.

10.6 Restrictions on Use of Alcohol, Drugs and Smoking in the Market

A Person must not:

- 10.6.1 enter or remain in the Market whilst drunk or under the influence of drugs;
- 10.6.2 bring into or sell intoxicating liquor in the Market without first obtaining the written approval of the MMA and complying with all relevant statutory requirements;
- 10.6.3 consume intoxicating liquor on any part of the Market without first obtaining the written approval of the MMA and complying with all relevant statutory authority requirements;

- 10.6.4 smoke in the Market unless in an area designated specifically as a smoking area and labelled as such.

10.7 Restrictions on Glass in the Market

A Person must:-

- 10.7.1 not take glass into the Main Trading Floor Complex;
- 10.7.2 deposit glass in the appropriate receptacles provided at the cafes or Leased Premises before leaving these areas to enter the Main Trading Floor Complex.

10.8 Pallets

- 10.8.1 A Person must not permit any pallet belonging to that Person or in the control of that Person to be discarded within the Market.
- 10.8.2 All pallets must be securely stored within the Leased Premises or Designated Pallet Storage Area at the end of Trading Hours or no later than 2.00pm on a Trading Day;
- 10.8.3 A Person within the Market who transfers possession of pallets not owned by that Person to any Person other than the owner, may do so only with the consent of and in accordance with the requirements of the owner;
- 10.8.4 A person within the Market who transfers possession of pallets must obtain the transferee's written acknowledgement that the transferee accepts possession and accepts responsibility for the pallets.

10.9 Fireworks

A Person must not discharge fireworks in the Market at any time without obtaining the relevant approvals from WorkSafe and the MMA.

11 Occupation and Use of Stores, Stands and Other Premises

11.1 Stores, Stands and Premises

- 11.1.1 A Person must not accept or use a Store, Stand or Premises unless that Person has a valid Lease, Licence or Permit issued by the MMA and has paid the Prescribed Fee as set by the MMA.
- 11.1.2 A Person occupying a Store, Stand or Premises in accordance with By-Law 11.1.1 must only sell Goods or Produce within the designated boundaries of that Store, Stand or Premises;
- 11.1.3 A Person occupying a Store, Stand or Premises must not:
- (a) undertake structural electrical or plumbing works within the Store, Stand or Premises without the prior written approval of the MMA;

- (b) deposit or abandon any Goods or Produce on any part of the Market other than in Store, Stand or Premises being occupied at the time;
- (c) place in a Store, Stand or Premises any Goods or Produce other than in accordance with the height as prescribed in writing by the MMA from time to time or in accordance with the prescribed legislative and safety requirements from time to time;
- (d) undertake repairs on forklifts on the Market unless that Person is an Authorised Repairer.

11.1.4 A Person occupying a Store, Stand or Premises in accordance with By-Law 11.1.1 must at the close of business on each trading day sweep the entire area of the Store, Stand or Premises completely free of Rubbish and deposit the Rubbish in the rubbish receptacles provided by the MMA in the Market;

11.1.5 A Person must not obtain or allow any Person to provide any service at the Market in connection with his/her Lease, Licence or Permit (other than for those activities specifically authorised by such Licence, Permit or Lease) without the prior written approval of the MMA.

11.2 Compliance with Maintenance Requirements of the MMA

A Person and/or Tenant or Licensee who undertakes repair and maintenance works within the Market must:-

- 11.2.1 obtain a maintenance request form from the site services department of the MMA or from an MMA employee, MMA Customer Centre or the MMA's Administration Office; and
- 11.2.2 complete and send the form to the site services department of the MMA for approval for allocation and completion of the maintenance;
- 11.2.3 contact the site services department of the MMA immediately for any urgent and emergency repairs and maintenance such as for power failure, burst water pipes and unsafe structures.

11.3 Compliance with Hot Works Permit Requirements of the MMA

A Tenant, Licensee and/or Person must not conduct Hot Works at the Market unless that Tenant, Licensee or Person has obtained a Hot Works permit from the site services department of the MMA, Monday to Friday between 8.00am and 4.00pm.

11.4 Compliance by Tenants and Other Persons of Maintenance, Repair and Construction Requirements of the MMA for Leased and/or Licensed Premises

If a Tenant, Licensee and/or any other Person conducts and/or carries out any maintenance, repair, construction and/or other works on its Leased and/or Licensed Premises, the Tenant, Licensee or Person must:-

- 11.4.1 comply with all the MMA's requirements and conditions relating to the employment of qualified trades persons and occupational health and safety and other legislative requirements;
- 11.4.2 comply with all relevant Australian Standards and directions of Authorised Officers in regard to electrical safety;
- 11.4.3 not at any time install or connect any equipment or do any act that overloads any of the systems through which electricity may be conveyed to or articulated in the Market.

11.5 Market Cleanliness, Environment and Hygiene

- 11.5.1 A Person and/or Tenant or Licensee while in the Market must comply with and observe all laws and requirements of local and any other government authority and the MMA relating to the environment, environmental practices, hygiene or usage, the general presentation and cleanliness of their Leased or Licensed Premises;
- 11.5.2 A Tenant or Licensee must store, handle and manage all Goods or Produce and other materials in their Leased or Licensed Premises in a proper and efficient manner and otherwise in such a manner as may be directed from time to time by an Authorised Officer;
- 11.5.3 A Person and/or Tenant or Licensee must not interfere with or remove any food waste from the Market unless authorised to do so by the MMA or an Authorised Officer and otherwise in such manner as may be designated by the MMA or an Authorised Officer and subject to the appropriate fee (if any) being paid;

12. Control of Vehicles in the Market

12.1 General

- 12.1.1 A Person must not operate a Vehicle in the Market unless that Person:-
 - (a) registers the Vehicle with the MMA and VicRoads;
 - (b) complies with any other requirement or direction by the MMA or an Authorised Officer;
 - (c) has in his/her possession a valid and current driver's licence.

12.1.2 A Person:-

- (a) in charge of a Vehicle must turn off the engine immediately when the Vehicle is not in motion or when directed to by an Authorised Officer; or
- (b) must not drive a Vehicle in the Market at a speed exceeding the speed prescribed in writing by the MMA from time to time or as prescribed by a Traffic Sign erected by the MMA in the Market; or
- (c) must not drive a Vehicle contrary to the direction of travel as indicated by a Traffic Sign; or
- (d) must not drive a Vehicle in a dangerous and/or negligent manner; or
- (e) must not drive any Vehicle that does not comply with the lighting or safety requirements as prescribed in writing by the MMA from time to time; or
- (f) must not ride a bicycle in the Market without wearing an approved Australian Standard Helmet; or
- (g) must not drive a two-wheeled motorised scooter or motorised bicycle in the Market; or
- (h) must not drive or operate a Vehicle that does not comply with the Occupational Health & Safety (Regulations 2007, Part 3.6 high risk work) and any other applicable and prescribed legislative requirements; or
- (i) must not enter or exit the Market by following another Vehicle without first activating his/her access card; or
- (j) must not enter or exit the Market by following another Vehicle without paying the Prescribed Fee as set by the MMA from time to time; or
- (k) must not drive or leave an unregistered Vehicle in the Market.

12.1.3 A Person within the Market must comply with any Traffic Sign erected by the MMA and/or any direction given by the MMA or an Authorised Officer in relation to:-

- (a) preventing obstruction within the Market;
- (b) regulating the movement of vehicular traffic and pedestrian access;
- (c) restricting or regulating the loading and unloading of Vehicles;
- (d) restricting or regulating the parking of Vehicles;
- (e) restricting, regulating and prescribing the speed limits of Vehicles.

12.1.4 A Person in charge of a Vehicle must not park or leave a Vehicle or cause or permit it to be left or parked in any part

of the Market for any purpose whatsoever other than in a Designated Parking Area unless authorised by the MMA or an Authorised Officer.

12.1.5 The MMA may at its discretion authorise the removal of a Vehicle from the Market or to any other part of the Market when the Vehicle:-

- (a) is parked in the Market outside the prescribed Trading Hours; or
- (b) is parked contrary to directions of an Authorised Officer or a Traffic Sign in the Market; or
- (c) is causing obstruction to trading and/or other activities at the Market.

12.1.6 A Person must not:-

- (a) within the Market cause or permit to be loaded any Vehicle in such a manner that the weight/height distribution of the load is a dangerous load in that:-
 - (i) any danger is caused or likely to be caused to any Person or property within the Market; or
 - (ii) any obstruction is caused or likely to be caused in any part of the Market; or
 - (iii) the load does not comply with the prescribed Victorian legislative and statutory requirements relating to height and weight of the load.
- (b) drive or attempt to drive in any part of the Market any Vehicle carrying a dangerous load as outlined in By-Law 12.1.6(a).

12.2 Entry of Vehicles

12.2.1 A Person must not bring or permit to be brought into the Market 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 the By-Laws; and
- (c) upon payment of the relevant entry fee for the Vehicle as determined by the MMA from time to time.

12.2.2 A semi-trailer or B-double configured Vehicle or similarly configured Vehicle is prohibited from entering and will not enter the Main Trading Floor Complex during Trading hours;

12.2.3 A transport Vehicle or trailer which is not owned or under the direct control of a Tenant must not be in the Market for a period longer than eight (8) hours in any twenty-four (24) hour period, without the prior written authorisation of the MMA or payment of a Prescribed Fee.

12.3 Restrictions on Use of Vehicles within the Market

- 12.3.1 No trucks, vans or cars are permitted in the Main Trading Floor Complex at any time;
- 12.3.2 Forklifts are not permitted at any time in the National Flower Centre;
- 12.3.3 Trucks will be permitted to load and unload in the National Flower Centre prior to and after Trading Hours;

12.4 Washing and Servicing of Vehicles

A Person must not wash a Vehicle within the Market or carry out any repairs, servicing, mechanical or other work to a Vehicle and Forklift (other than in an emergency) except at such place and during such times as is designated from time to time by the MMA for that purpose.

12.5 Parking of Vehicles

12.5.1 Tenant Parking – Private Vehicles

A Person must not park a private Vehicle or leave a private Vehicle in any part of the Market except:-

- (a) in a Designated Parking Space allocated to that Person; or
- (b) within the Leased Premises of that person, the Person's Employer or the Tenant inviting them; or
- (c) in a Designated Parking Space for general parking subject to such terms and conditions as prescribed by the MMA; and
- (d) having paid the Prescribed Fee to the MMA.

12.5.2 Tenant Parking – Commercial Vehicles and Authorised Parking

A Tenant's Employee or a contractor engaged by a Tenant must not park or leave standing in any part of the Market a commercial Vehicle except:-

- (a) within the Leased Area of that Person, that Person's Employer or the Tenant inviting them; or
- (b) in a Designated Parking Space for commercial Vehicles; and
- (c) after having paid the Prescribed Fee to the MMA.

12.5.3 Authorised Buyer Parking

An Authorised Buyer must not park a Vehicle or leave a Vehicle standing in the Market except in a Designated Parking Space for Authorised Buyers' Vehicles and subject to the payment of the Prescribed Fee to the MMA.

12.5.4 Parking of Articulated Vehicles/Containers and B-Double Semi-Trailers

- (a) A Person who drives or brings an articulated Vehicle into the Market:-
 - (i) must not park, stand or leave the articulated Vehicle or any part of it on the Market and must obtain the prior approval of the MMA or an Authorised Officer and comply with any conditions of the MMA;
 - (ii) must pay the Prescribed Fee to the MMA;
 - (iii) must not whilst in the Market separate and remove any trailer or container attached to the Articulated Vehicle;
- (b) If a Person breaches By-Law 12.5.4, the MMA or a Person authorised by the MMA may without notice to that Person:
 - (i) tow away or remove the articulated Vehicle, trailer or container to a part of the Market as determined by the MMA; and
 - (ii) the articulated Vehicle, trailer or container will only be released to the Person upon payment by that Person of a Prescribed Fee to the MMA.

12.5.5 General or Other Parking Requirements

- (a) A Person must not park a Vehicle or leave a Vehicle standing in the Market except in a Designated Parking Space by the MMA as being a designated parking space for that Vehicle and upon payment of the Prescribed Fee to the MMA;
- (b) The MMA may from time to time at its discretion, limit the number of Vehicles in the Market by directing the immediate removal of any Vehicle from the Market.

13. Forklifts, Golf Buggies and Motorised Trolleys Used at the Market

13.1 Forklifts

13.1.1 Use of Forklifts

A Person must not use a forklift or allow a forklift to be used in the Market unless the forklift:-

- (a) is registered with the MMA and VicRoads;
- (b) has attached to the forklift the MMA registration label which is clearly visible from either side of the forklift;
- (c) if manufactured within the previous 36 months, is fitted with a tamper proof device restricting the maximum speed to 15km per hour;
- (d) if manufactured within the previous 36 months, is fitted with an auto ignition cut off sensor;

- (e) is operated by a Person holding a licence to perform high risk work (Forklift);
- (f) is powered by LPG or battery fitted with a 3 way catalytic converter and closed loop emission system;
- (g) the emission levels of carbon monoxide of the forklift are maintained at or below 1000 ppm at idle and 2000 ppm at full throttle; and

13.1.2 A Person who hires or loans a forklift at the Market must obtain the prior written approval of the MMA and comply with MMA conditions of registration in accordance with By-Law 13.1.3.

13.1.3 Conditions of Registration

- (a) An application for the registration of a forklift must be made to the MMA in the approved form and must be accompanied by:-
 - (i) a copy of the VicRoads Forklift Registration;
 - (ii) a condition and inspection report provided by a qualified repairer in a form and containing information as determined by the MMA;
 - (iii) any other certificates, approvals or licences required under any law for the operation and use of the forklift; and
 - (iv) payment of the registration fee for a forklift as prescribed by the MMA from time to time.
- (b) A Person applying to renew the registration of a forklift in the Market must pay the forklift registration fee as prescribed by the MMA at the time of the renewal;
- (c) A forklift is registered with the MMA when the MMA:
 - (i) has received the completed application together with the requirements relating to registration;
 - (ii) allocates a registration number to the forklift and issues to the Person an MMA registration plate;
 - (iii) records information relating to the forklift in the MMA register of forklifts.

13.1.4 Annual Registration

- (a) The registration or renewal of registration of a forklift is effective:-
 - (i) on the issue of an MMA registration plate; and
 - (ii) up to and including the expiry day specified in the registration plate.
- (b) Any payment to the MMA for the renewal of the registration of a forklift relates to the period of twelve (12) months commencing from the expiration date of VicRoads registration;

13.1.5 Annual Renewal of Forklifts

A Person must comply with By-Law 13.1.3 (a) (ii), (iii), (iii) and (iv) for the annual renewal registration of a forklift.

13.1.6 Non-Conforming Forklifts

- (a) The MMA may refuse to register or renew the registration or may cancel the registration of a forklift that does not conform with these By-Laws or any law relating to the use and operation of a forklift at the Market; and
- (b) A Person that owns or uses a non-conforming forklift must remove that forklift from the Market when so directed by an Authorised Officer.

13.1.7 Forklift Inspections

The MMA may at its discretion require a Person to submit a forklift within the Market to an Authorised Repairer for inspection at a specified time and place, such inspection to be at the expense of the registered owner if that forklift is found to be a non-conforming forklift within the meaning of By-Law 13.1.6(a).

13.1.8 Sale and Disposal of a Forklift

- (a) A Person who buys or otherwise acquires an MMA registered forklift must complete and submit to the MMA the transfer and disposal notification form for the transfer of the forklift registration within seven (7) days after the Person acquires it;
- (b) The transfer and disposal notification form for the transfer must be accompanied by:-
 - (i) any MMA Prescribed Fee or registration fee payable for the forklifts registration; and
 - (ii) the relevant documents for the registration of a forklift as stipulated in clause 13.1.3.

13.1.9 A Person who is recorded with the MMA as being the registered owner of a forklift remains the registered owner of the forklift and is responsible for the forklift as registered pursuant to these By-Laws unless and until the owner notifies the MMA of a transfer and has fully complied with the MMA's requirements relating to a transfer of a forklift.

13.1.10 Cancellation of Forklift Registration

- (a) The MMA registration of a forklift may be cancelled on the written application of a Person if the forklift is not used in the Market by that Person;
- (b) The MMA may, by written notice to a Person cancel a forklift registration if:-
 - (i) an application or renewal of registration is refused or not in accordance with the requirements of these By-Laws;

- (ii) the fees for registration or renewal of registration are not paid by due dates;
- (iii) an amount paid to the MMA on an application for registration or renewal of registration is paid by cheque that is dishonoured;
- (iv) in the opinion of the MMA there has been a failure to comply with any of the requirements relating to the use of forklifts at the Market.

13.1.11 Powers of the MMA and Authorised Officers Regarding Forklifts

A Person must at all times comply with any lawful direction given by the MMA and an Authorised Officer with respect to the use of a forklift at the Market.

13.1.12 Other Requirements

A Person must not:-

- (a) cause, permit or allow any Person other than the driver to be carried on a forklift within the Market; or
- (b) allow themselves to be carried otherwise than as the driver on a forklift within the Market; or
- (c) drive a forklift unless that person has in his/her possession a valid and current driver's licence and a licence to perform high-risk work (Forklift) under the Occupational Health & Safety Act 2007, Part 3.6.

13.2 Golf Buggies

13.2.1 Use of Golf Buggies

A Person must not use a golf buggy or allow a golf buggy to be used in the Market unless the golf buggy:-

- (a) is registered with the MMA and VicRoads;
- (b) has attached to the golf buggy the MMA registration label which is clearly visible from either side of the golf buggy;
- (c) has installed on it the flashing, safety lights and horn required by the MMA;
- (d) owner has made arrangements approved by the MMA for the recharging of the batteries of the golf buggy and the storage of the golf buggy at the Market.

13.2.2 Conditions of Registration

- (a) An application for the registration of a golf buggy must be made to the MMA in the approved form and must be accompanied by:-
 - (i) a copy of VicRoads golf buggy registration;
 - (ii) the conditions for use of a permit to operate a golf buggy in the Market signed by the owner of the golf buggy;

- (iii) any other certificates, approvals or licences required under any Victorian law for the operation and use of the golf buggy in the Market; and
- (iv) payment of the registration fee for a golf buggy as prescribed by the MMA from time to time.

- (b) A person applying to renew the registration of a golf buggy in the Market must pay the golf buggy registration fee as prescribed by the MMA at the time of the renewal;
- (c) A golf buggy is registered with the MMA when the MMA:-
 - (i) has received the completed application form together with the requirements relating to registrations including the owner's acknowledgment of the conditions for the use of the golf buggy at the Market;
 - (ii) allocates a registration number to the golf buggy and issues to the person an MMA permit;
 - (iii) records information relating to the golf buggy in the MMA register of golf buggies.

13.2.3 Annual Registration

- (a) The registration or renewal of registration of a golf buggy is effective:-
 - (i) on the issue of an MMA permit and is registered by VicRoads; and
 - (ii) up to and including the expiry date specified in the registration plate.
- (b) Any payment to the MMA for the renewal of the registration of a golf buggy is for a period of twelve (12) months commencing from the expiration date of VicRoads registration.

13.2.4 Annual Renewal of Golf Buggies

A Person must comply with the conditions of By-Law 13.2.2 (a), (i), (ii), (iii) and (iv) for the annual registration of a golf buggy.

13.2.5 Non-Conforming Golf Buggies

- (a) The MMA may refuse to register or renew the registration or may cancel the registration of a golf buggy that does not conform with these By-Laws and/or any law relating to the use and operation of a golf buggy at the Market; and
- (b) A Person that owns or uses a non-conforming buggy must remove that golf buggy from the Market when so directed by an Authorised Officer.

13.2.6 Golf Buggy Inspections

The MMA may at its discretion require a person to submit a golf buggy within the Market to an Authorised Repairer for inspection at a specified time and place, such expense to be at the expense of the registered owner if the golf buggy is found to be a nonconforming golf buggy within the meaning of By-Law 13.2.5(a).

13.2.7 Cancellation of Golf Buggy Registration

- (a) The registration of a golf buggy may be cancelled on the written application of a Person if the golf buggy is not used in the Market by that person;
- (b) The MMA may, by written notice to a Person, cancel a golf buggy registration if:-
 - (i) an application or renewal of registration is refused and not in accordance with the requirements of these By-Laws;
 - (ii) any fees for registration or renewal of registration are not paid by due dates;
 - (iii) an amount paid to the MMA on an application for registration or renewal of registration is paid by cheque that is dishonoured;
 - (iv) in the opinion of the MMA there has been a failure to comply with any of the requirements relating to the use of golf buggies at the Market.

13.2.8 Powers of the MMA and Authorised Officers relating to Golf Buggies

A Person must at all times comply with any lawful direction given by the MMA and an Authorised Officer with respect to the use of a golf buggy at the Market.

13.2.9 A Person must not:-

- (a) cause, permit or allow any person other than the driver and one other person to be carried on a golf buggy within the Market; or
- (b) allow themselves to be carried otherwise than as the driver or single passenger of a golf buggy within the Market.

13.3 Motorised Trolleys

13.3.1 Use of Motorised Trolley

A Person must not use a motorised trolley or allow a motorised trolley to be used in the Market unless the motorised trolley:-

- (a) is registered with the MMA and VicRoads;
- (b) has attached to the motorised trolley the MMA registration label which is clearly visible from either side of the motorised trolley;

- (c) is operated by a Person holding a licence to perform high risk work (motorised trolley);
- (d) is powered by LPG or petrol and if operated by LPG, the LPG cylinder installed on the motorised trolley must be fitted with an AFL value and must conform with all applicable testing requirements;
- (e) emission levels of carbon monoxide are maintained at or below 1000 ppm at idle and 2000 ppm at full throttle; and
- (f) has installed on it rear stop lights, backing lights and head lights (horn, indicators and reverse buzzer) and flashing lights.

13.3.2 A Person that hires or loans a motorised trolley at the Market must obtain the prior written approval of the MMA and comply with MMA conditions of registration pursuant to By-Law 13.3.3 and any relevant code of conduct set by the MMA from time to time.

13.3.3 Conditions of Registration

- (a) An application for the registration of a motorised trolley must be made to the MMA in the approved form and must be accompanied by:-
 - (i) a copy of the VicRoads Motorised Trolley Registration;
 - (ii) a condition and inspection report provided by a qualified repairer in a form and containing information as determined by the MMA;
 - (iii) any other certificates, approvals or licenses required under any law for the operation and use of the motorised trolley; and
 - (iv) payment of the registration fee for a motorised trolley as prescribed by the MMA from time to time.
- (b) A Person applying to renew the registration of a motorised trolley in the Market must pay the motorised trolley registration fee as prescribed by the MMA at the time of the renewal;
- (c) A motorised trolley is registered with the MMA when the MMA:
 - (i) has received the completed application together with the requirements relating to registration;
 - (ii) allocates a registration number to the motorised trolley and issues to the Person an MMA registration plate;
 - (iii) records information relating to the motorised trolley in the MMA register of motorised trolleys.

13.3.4 Annual Registration

- (a) The registration or renewal of registration of a motorised trolley is effective:-
 - (i) on the issue of an MMA permit; and
 - (ii) up to and including the expiry day specified in the permit.
- (b) Any payment to the MMA for the renewal of the registration of a motorised trolley relates to the period of twelve (12) months commencing from the expiration date of VicRoads registration.

13.3.5 Annual Renewal of Motorised Trolley

A Person must comply with By-Law 13.3.3 (a) (ii), (iii), (iii) and (iv) for the annual renewal registration of a motorised trolley.

13.3.6 Non-Conforming Motorised Trolley

- (a) The MMA may refuse to register or renew the registration or may cancel the registration of a motorised trolley that does not conform with these By-Laws or any law relating to the use and operation of a motorised trolley at the Market; and
- (b) A Person who owns or uses a non-conforming motorised trolley must remove that motorised trolley from the Market when so directed by an Authorised Officer.

13.3.7 Motorised Trolley Inspections

The MMA may at its discretion require a Person to submit a motorised trolley within the Market to an Authorised Repairer for inspection at a specified time and place, such inspection to be at the expense of the registered owner if that motorised trolley is found to be a non-conforming motorised trolley within the meaning of By-Law 13.3.6(a).

13.3.8 Sale and Disposal of a Motorised Trolley

- (a) A Person who buys or otherwise acquires an MMA registered motorised trolley must complete and submit the transfer and disposal notification form for the transfer of the motorised trolley to the MMA registration within seven (7) days after the person acquires it;
- (b) The transfer and disposal notification form for the transfer must be accompanied by:-
 - (i) any MMA Prescribed Fee or registration fee payable for the motorised trolley registration; and
 - (ii) the relevant documents for the registration of a motorised trolley as stipulated in clause 13.3.3.

- 13.3.9 A Person who is recorded with the MMA as being the registered owner of a motorised trolley remains the registered owner of the motorised trolley and is responsible for the motorised trolley registered pursuant to these By-Laws unless and until the owner notifies the MMA of the transfer and has fully complied with the MMA's requirements relating to the transfer of a motorised trolley.

13.3.10 Cancellation of Motorised Trolley Registration

- (a) The MMA registration of a motorised trolley may be cancelled on the written application of a Person if the motorised trolley is not used in the Market by that Person;
- (b) The MMA may, by written notice to a Person cancel a motorised trolley registration if:-
 - (i) an application or renewal of registration is refused or not in accordance with the requirements of these By-Laws;
 - (ii) the fees for registration or renewal of registration are not paid by due dates;
 - (iii) an amount paid to the MMA on an application for registration or renewal of registration is paid by cheque that is dishonoured;
 - (iv) in the opinion of the MMA there has been a failure to comply with any of the requirements relating to the use of a motorised trolley at the Market.

13.3.11 Powers of the MMA and Authorised Officers Regarding Motorised Trolley

A Person must at all times comply with any lawful direction given by the MMA and an Authorised Officer with respect to the use of a motorised trolley at the Market.

13.3.12 Other Requirements

A Person must not:-

- (a) cause, permit or allow any Person other than the driver to be carried on a motorised trolley within the Market; or
- (b) allow themselves to be carried otherwise than as the driver on a motorised trolley within the Market; or
- (c) drive a motorised trolley unless that person has in his/her possession a valid and current driver's licence and a licence to perform high-risk work (motorised trolley) under the Occupational Health & Safety Act 2007, Part 3.6.

13.4 General Requirements for the Use of Forklifts, Golf Buggies and Motorised Trolleys at the Market

- 13.4.1 A Person driving a forklift, golf buggy or motorised trolley between one point and another in the Market must enter a Designated Pathway at the point nearest the commencement of his/her journey and proceed along that Designated Pathway leaving it only at the point nearest his/her ultimate destination.
- 13.4.2 A Person must not:-
- (a) drive a forklift, golf buggy or motorised trolley on or across a stand or Designated Parking Space in the Market;
 - (b) park or leave unattended a forklift, golf buggy or motorised trolley on the Designated Pathway or Designated Pedestrian Walkway;
 - (c) drive a forklift, motorised trolley, golf buggy or Vehicle on a Designated Pedestrian Walkway other than at times as prescribed in writing by the MMA or Chief Executive Officer from time to time.
- 13.4.3 By-Law 13.4.2(a) does not apply to a Person who drives a forklift, golf buggy or motorised trolley on a Stand or Designated Parking Space for the purpose of picking up or setting down produce on that Stand or Designated Parking Space.

14 Market Safety

14.1 Bringing Machinery into the Market

Tenants or Licensees must:-

- 14.1.1 ensure that all machinery brought into market land is certified by the manufacturer to be fit for its purpose; and
- 14.1.2 employees operating the machinery are suitably qualified to do so and have any necessary certificates of competency with respect to that machinery as required by any relevant Act of the Victorian Parliament or regulations made thereunder.

14.2 Fire Equipment to be Accessible

- 14.2.1 A Person must not in any way:-
- (a) obstruct or cause to obstruct at any time, access to fire units, fire doors or fire fighting equipment;
 - (b) use fire fighting equipment for a purpose other than the intended use;
 - (c) damage, move, obstruct, use or interfere with any fire equipment in the Market.

- 14.2.2 A Person must not place any Goods, Vehicle, plant, equipment or any other property in the common area of the Market.

15 Emergency and Evacuation Procedures

15.1 Fire and Emergency Drills

A Tenant or Licensee, Tenant Employee or Licensee Employee and Authorised Buyer and all other Persons must:

- 15.1.1 comply with MMA's written safety and emergency procedures;
- 15.1.2 take part in any scheduled fire or emergency drill as directed by the MMA;
- 15.1.3 provide and maintain such fire extinguishers and fire blankets as required, or recommended under the appropriate standards or codes.

15.2 Instructions and Directions

Every Tenant or Licensee, Tenant Employee or Licensee Employee, Authorised Buyer and all other Persons must comply with any Direction that they are given by an Authorised Officer when there is or may be a risk (e.g. a fire, a fuel or chemical spill or any incident that endangers the safety of a Person in the Market) affecting any part of the Market or anyone in it. Such person must also comply with any directions or any instructions given by the police, the fire brigade or any other emergency authority including the instructions or directions of a fire or evacuation alarm.

15.3 Requirement to Evacuate Leased or Licensed Premises

If a Tenant or Licensee, Tenant Employee or Licensee Employee, Authorised Buyer or other Person is instructed to leave a building or other part of the Market by an Authorised Officer, they must:

- 15.3.1 immediately do so; and
- 15.3.2 not re-enter the Leased or Licensed Premises, building or any part of the Market unless authorised to re-enter by the police, the fire brigade, another emergency authority or an Authorised Officer.

16 Offering Services

A Person must not provide or offer to provide any services at the Market unless that Person has first obtained the written consent of the MMA and has paid any Prescribed Fee to the MMA.

17 Directions of the MMA and Authorised Officers

The MMA or an Authorised Officer may make or give Directions.

18 Compliance With Directions of the MMA and Authorised Officers

18.1 A Person must:

- 18.1.1 comply with any Direction of the MMA or an Authorised Officer;
- 18.1.2 not delay, abuse or obstruct an Authorised Officer who is performing his/her duties under the Act or these By-Laws; and
- 18.1.3 immediately leave the Market if so directed by an Authorised Officer.

19 By-Law Enforcement - Prosecution

- 19.1 A prosecution for a breach of these By-Laws may be commenced directly by way of charge and summons or subsequently to the failure to pay an infringement notice as outlined in By-Law 20.2;
- 19.2 A Person who contravenes or fails to comply with any By-Law is guilty of an offence and is liable on conviction in a court of law to a penalty prescribed by the Court not exceeding 20 penalty units plus all reasonable costs incurred by the MMA.

20 By-Law Enforcement - Infringement Notices

- 20.1 As an alternative to prosecution directly under By-Law 19, a Person who contravenes or fails to comply with any By-Law may be served with an infringement notice issued by an authorised officer specifying payment of the fixed penalty set out in the table in Schedule 3 to these By-Laws.
- 20.2 A Person served with an infringement notice must make payment of the prescribed penalty specified in the infringement notice to the MMA within 28 days of its date of issue, failing which the MMA may prosecute that Person in accordance with By-Law 19.
- 20.3 The MMA may withdraw an infringement notice within 28 days of its date of issue at its sole and absolute discretion.

MELBOURNE MARKET AUTHORITY BY-LAWS 2012
SCHEDULE 1
BY-LAW 20
INFRINGEMENT NOTICE

To:
(Family Name) (Given Name)

Address:
.....Postcode

You have committed the alleged offence of a specified By-Law on the Market land on the date and at the time and location shown below.

Specified By-Law

Date:..... Time:

Vehicle No Access Card No

Driver's Licence No.....

Location:

Further Particulars:
.....

Signature of Authorised Officer:.....

Date of issue of Notice:

YOU MAY DISPOSE OF THIS MATTER BY EITHER:

1. Paying the fixed penalty for this offence, which is \$
This can be done in person by payment to the Cashier at the MMA's Office in the Market concourse or by sending a cheque (payable to the Melbourne Market Authority) to Box 1, 542 Footscray Road, West Melbourne, 3003. This Notice must be forwarded with your payment.

OR

2. You are entitled to disregard this Infringement Notice and defend the prosecution for the alleged offence in court. If payment is not received within 28 days, legal action will be instituted against you and a penalty of not exceeding 20 Penalty Units may be imposed.

Note: One Penalty Unit is \$140.84

MELBOURNE MARKET AUTHORITY BY-LAWS 2012
SCHEDULE 2 THE MARKET LAND



MELBOURNE MARKET AUTHORITY BY-LAWS 2012
SCHEDULE 3

Fixed penalties for offences against these By-Laws

| Clause | Fixed Penalty |
|----------------------------------|---------------------|
| 71. | Three penalty units |
| 8.1.2 (a) and (b) | Four penalty units |
| 8.2 | Four penalty units |
| 8.3.1, 8.3.2, 8.3.3, 8.3.4 | Four penalty units |
| 8.4 | Three penalty units |
| 8.5.2 | Four penalty units |
| 8.7 | Two penalty units |
| 9.1.1 | Three penalty units |
| 9.1.2 | Three penalty units |
| 9.1.3 | Three penalty units |
| 9.1.4 | Three penalty units |
| 9.1.5 | Three penalty units |
| 9.1.6 | Three penalty units |
| 9.2.1 (a) | Three penalty units |
| 9.2.1 (b) | Three penalty units |
| 9.2.1 (c) | Three penalty units |
| 9.2.2 | Three penalty units |
| 9.3.1 | Four penalty units |
| 9.3.2 | Four penalty units |
| 9.4.1 (a) | Four penalty units |
| 9.4.2 (b) | Four penalty units |
| 9.4.2 (c) | Four penalty units |
| 9.4.2 (a), (b), (c) and (d) | Four penalty units |
| 9.4.3 | Four penalty units |
| 10.1.1 | Three penalty units |
| 10.1.2 | Three penalty units |
| 10.1.3 | Three penalty units |
| 10.1.4 | Three penalty units |
| 10.1.5 | Three penalty units |
| 10.1.6 | Three penalty units |
| 10.2.1 | Three penalty units |
| 10.2.2 | Three penalty units |
| 10.2.3 | Three penalty units |
| 10.2.4 | Three penalty units |
| 10.2.5 | Three penalty units |
| 10.2.6 | Three penalty units |
| 10.2.7 | Three penalty units |
| 10.2.8 | Three penalty units |
| 10.2.9 | Three penalty units |
| 10.2.10 | Three penalty units |
| 10.2.11 | Three penalty units |
| 10.2.12 (a) | Ten penalty units |
| 10.2.12 (b) | Ten penalty units |
| 10.2.13 | Ten penalty units |

| Clause | Fixed Penalty |
|-------------------------|---------------------|
| 10.2.14 | Five penalty units |
| 10.2.15 | Five penalty units |
| 10.2.16 | Five penalty units |
| 10.3.1 | Three penalty units |
| 10.3.2 | Three penalty units |
| 10.3.3 | Three penalty units |
| 10.3.4 | Three penalty units |
| 10.3.5 | Three penalty units |
| 10.3.6 | Three penalty units |
| 10.3.7 | Three penalty units |
| 10.4 | Five penalty units |
| 10.5 | Three penalty units |
| 10.6.1 | Four penalty units |
| 10.6.2 | Four penalty units |
| 10.6.3 | Four penalty units |
| 10.6.4 | Four penalty units |
| 10.7.1 | Three penalty units |
| 10.7.2 | Three penalty units |
| 10.8.1 | Four penalty units |
| 10.8.2 | Three penalty units |
| 10.8.3 | Four penalty units |
| 10.8.4 | Four penalty units |
| 10.9 | Five penalty units |
| 11.1 | Three penalty units |
| 11.2 | Three penalty units |
| 11.1.3 (a) | Three penalty units |
| 11.1.3 (b) | Three penalty units |
| 11.1.3 (c) | Three penalty units |
| 11.1.3 (d) | Three penalty units |
| 11.1.4 | Three penalty units |
| 11.1.5 | Three penalty units |
| 11.2.1 | Three penalty units |
| 11.2.2 | Three penalty units |
| 11.2.3 | Three penalty units |
| 11.3 | Four penalty units |
| 11.4.1 | Three penalty units |
| 11.4.2 | Three penalty units |
| 11.4.3 | Three penalty units |
| 11.5.1 | Three penalty units |
| 11.5.2 | Three penalty units |
| 11.5.3 | Three penalty units |
| 12.1.1 (a) | Four penalty units |
| 12.1.1 (b) | Four penalty units |
| 12.1.1 (c) | Four penalty units |
| 12.1.2 (a) to (k) | Five penalty units |
| 12.1.3 (a) to (e) | Five penalty units |
| 12.1.4 | Three penalty units |
| 12.1.5 | Three penalty units |

| Clause | Fixed Penalty |
|-----------------------------------|---------------------|
| 12.1.6 (a) | Three penalty units |
| 12.1.6 (b) | Three penalty units |
| 12.2.1 (a) | Three penalty units |
| 12.2.1 (b) | Three penalty units |
| 12.2.1 (c) | Three penalty units |
| 12.2.2 | Three penalty units |
| 12.2.3 | Three penalty units |
| 12.3.1 | Four penalty units |
| 12.3.2 | Four penalty units |
| 12.3.3 | Four penalty units |
| 12.4 | Three penalty units |
| 12.5.1 (a) | Four penalty units |
| 12.5.1 (b) | Four penalty units |
| 12.5.1 (c) | Four penalty units |
| 12.5.1 (d) | Four penalty units |
| 12.5.2 (a) | Four penalty units |
| 12.5.2 (b) | Four penalty units |
| 12.5.2 (c) | Four penalty units |
| 12.5.3 | Four penalty units |
| 12.5.4 (a)(i), (ii) & (iii) | Four penalty units |
| 12.5.5 (a) | Four penalty units |
| 13.1.1 (a) to (g) | Five penalty units |
| 13.1.2 | Five penalty units |
| 13.1.3 (a)(i) to (iv) | Five penalty units |
| 13.1.3 (b) | Five penalty units |
| 13.1.5 | Five penalty units |
| 13.1.6 (b) | Five penalty units |
| 13.1.8 (a) & (b) | Five penalty units |
| 13.1.11 | Five penalty units |
| 13.1.12 (a), (b) & (c) | Five penalty units |
| 13.2.1 (a) to (d) | Five penalty units |
| 13.2.2 (a)(i) to (iv) | Five penalty units |
| 13.2.2 (b) | Five penalty units |
| 13.2.5 (b) | Five penalty units |
| 13.2.8 | Five penalty units |
| 13.2.9 (a) & (b) | Five penalty units |
| 13.3.1 (a) to (g) | Five penalty units |
| 13.3.2 | Five penalty units |
| 13.3.3 (a)(i) to (iv) | Five penalty units |
| 13.3.3 (b) | Five penalty units |
| 13.3.5 | Five penalty units |
| 13.3.6 (b) | Five penalty units |
| 13.3.8 (a) & (b) | Five penalty units |
| 13.3.11 | Five penalty units |
| 13.3.12 (a), (b) & (c) | Five penalty units |
| 13.4.1 | Five penalty units |
| 13.4.2 (a), (b) & (c) | Five penalty units |
| 14.1.1 | Five penalty units |

| Clause | Fixed Penalty |
|-----------------------------|---------------------|
| 14.1.2 | Five penalty units |
| 14.2.1 (a), (b) & (c) | Five penalty units |
| 14.2.2 | Five penalty units |
| 15.1.1 | Three penalty units |
| 15.1.2 | Three penalty units |
| 15.1.3 | Three penalty units |
| 15.2 | Three penalty units |
| 15.3.1 | Three penalty units |
| 15.3.2 | Three penalty units |
| 16 | Four penalty units |
| 18.1.1 | Three penalty units |
| 18.1.2 | Three penalty units |
| 18.1.3 | Three penalty units |