



SYDNEY FISH MARKET PTY LIMITED  
ACN 064 254 306

## SUPPLIER APPLICATION FORM

APPLICANT'S NAME:

First name

Surname

COMPANY NAME:

ABN & TRADING NAME:

BUSINESS ADDRESS:

No.

Street

Suburb / Town

State

Postcode

Country

BUSINESS PHONE:

EMAIL:

HOME ADDRESS:

No.

Street

Suburb / Town

State

Postcode

HOME PHONE:

MOBILE PHONE:

REGISTERED FOR GST? ☐ YES ☐ NO

PREFERRED MODE OF  
TRANSPORT TO SFM:

☐ AIR

☐ ROAD

☐ SEA

LOCATION:

NSW REGIONS

INTERSTATE

OVERSEAS

☐ Upper North Coast

☐ Metropolitan

☐ QLD

☐ WA

☐ North Coast

☐ Upper South Coast

☐ VIC

☐ NT

☐ Clarence

☐ Lower South Coast

☐ SA

☐ TAS

☐ Central

Country:

CATCHER'S TRUST UNIT NUMBER (NSW SUPPLIERS):

WOULD YOU LIKE TO RECEIVE PRICE INFO VIA EMAIL?

☐ YES

☐ NO

I / We have read and agree to be bound by the Terms and Conditions applicable to Suppliers.

Signature

Date

To register as a Supplier please complete this Application Form and return to:  
POST: Supply Department, Sydney Fish Market, Locked Bag 247, Pyrmont, NSW 2009, Australia  
EMAIL: [service@sydneyfishmarket.com.au](mailto:service@sydneyfishmarket.com.au)

## AGREEMENT TO ISSUE RECIPIENT CREATED TAX INVOICE

Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between  
Sydney Fish Market Pty Ltd, ABN 24 064 254 306 ("SFM")

and Trading Name: \_\_\_\_\_ Supplier No: (*SFM use only*) \_\_\_\_\_  
("Supplier")

ABN:        \_ \_ \_ \_ \_

### Recitals

1. The Supplier makes supplies of seafood to SFM for which it receives payments;
2. A Goods and Services Tax ("GST") imposed under *A New Tax System (Goods and Services Tax) Act 1999* and the related Transition and Imposition Acts may apply to supplies made by the Supplier to SFM.
3. SFM, as the recipient of taxable supplies made by the Supplier, satisfies the criteria of the Goods and Services Tax Ruling (GSTR 2000/10) issued by the Australian Taxation Office in respect of Recipient Created Tax Invoices;

### Agreement

SFM and the Supplier hereby agree that:

- a) SFM can issue recipient created tax invoices in respect of any taxable supplies to SFM by the Supplier;
- b) The Supplier will not issue tax invoices in respect of supplies referred to in paragraph (a);
- c) The Supplier acknowledges that it is registered for GST at the date of entering into this agreement and shall notify SFM in writing if it ceases to be registered for GST within 5 business days of such cessation;
- d) SFM acknowledges that it is registered for GST at the date of entering into this agreement and shall notify the Supplier in writing if it ceases to satisfy any of the requirements of the Goods and Services Tax Ruling issued by the Australian Taxation Office in respect of Recipient Created Tax Invoices (as amended or replaced from time to time) within 5 business days of such cessation;

Signed for and on behalf of Sydney Fish Market Pty Ltd:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Signed for and on behalf of the supplier:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

# SYDNEY FISH MARKET PTY LTD

## SUPPLIERS TERMS AND CONDITIONS

### 1. INTERPRETATION AND DEFINITIONS

#### 1.1 Interpretation

In these Terms and Conditions unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a natural person and any body or entity whether incorporated or not;
- (c) a reference to any document includes the document as modified from time to time and any document replacing it;
- (d) money amounts are in Australian currency unless otherwise specified; and
- (e) a reference to a party includes that party's successors and permitted assigns.

#### 1.2 Definitions

Application Form means the Supplier Application Form to which these Terms and Conditions are attached, as varied from time to time;

Auction means the Computerised Auction System or Voice Auction;

Auction Price means the final Bid accepted by an Auctioneer utilising the Reverse Auction System or the Price Up System, subject to any Reserve Price;

Auctioneer means SFM, its employees and agents conducting the Auction;

Australian Fish Names Standard means the standard fish name for each species of fish produced or traded in Australia as approved by Standards Australia in Australian Fish Names Standard AS 5300-2015;

Automated Bidding Terminal means the electronic terminal devices used by Buyers at the Premises to place Bids at Auction;

Banning Notice means a notice in respect of any ban that SFM may impose upon any person entering the Fish Market in accordance with the Market Rules;

BAS means a business activity statement issued to the Supplier by the Australian Taxation Office;

Bid or Bidding means a Buyer placing a bid for Seafood either in person or via its authorised agent at Auction or as Remote Bidder;

Bulk Bins means a container or vessel used for transporting Seafood by the Supplier to SFM;

Buyer means any person purchasing via Direct Sale or participating in the Auction, including any Remote Bidder who has registered with SFM and been issued a SFM card and includes any authorised agents of that Buyer;

Code means the Australia and New Zealand Food Standards Code as defined in the Food Standards Australia New Zealand Act 1991 (as amended from time to time);

Computerised Auction System means the Reverse Auction System and Price Up System in operation at the Premises;

Direct Sale means any non-auction sale of Seafood to a Buyer;

Direct Sale Price means the sale price of Seafood sold via Direct Sale by SFM to the Buyer;

Fee Schedule means the schedule of fees annexed to these Terms and Conditions;

Fish Market means the Sydney Fish Market located on the corner of Bank Street & Pyrmont Bridge Road, Pyrmont NSW 2009, or any adjoining site;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to it in the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law;

Lot means a crate or group of crates of the same type (i.e. plastic or carton etc.) containing Seafood which is:

- (a) from the same Supplier or individual fisher (where applicable);
- (b) of the same species;
- (c) of substantially the same size and quality grading;
- (d) of substantially the same weight;
- (e) contains the same details of any processing (i.e. headed and gutted, gilled and gutted);
- (f) of substantially the same body count (i.e. the number of pieces),

delivered to SFM or collected by SFM from the Supplier with a view to its sale by Auction or Direct Sale.

Manifest means a document containing the following details:

- (a) Supplier name and contact details;
- (b) Fisher licence / fisher business number;
- (c) Supplier account number;
- (d) Transport details (air / sea / road freight / way bill number);

- (e) expected arrival date and time;
- (f) consignment note;
- (g) quantity of Seafood delivered;
- (h) net weight in each package;
- (i) country of origin;
- (j) gross weight of each package;
- (k) species, quality, size, grading, weight, process manner, crate type and body count (species name to be in accordance with the Australian Fish Names Standard);
- (l) date consigned,

and any other information reasonably required by SFM.

Market Rules means the Sydney Fish Market, Market Rules & Policies dated 1 January 2017 as amended from time to time;

OceanWatch Australia means OceanWatch Australia Limited;

Packaging Materials means:

- (a) plastic, stackable, self-draining, returnable crates;
- (a) standard foam boxes lined with plastic;
- (b) cardboard boxes or coffins lined in plastic; or
- (c) insulated Bulk Bins;

Point of Sale has the meaning given in clause 7.7;

Premises means the Fish Market auction hall, loading docks and any other area at the Fish Market determined by SFM;

Price has the meaning given in clause 11.1;

Price Up System means the method in which the Auction clock winds up the price for Seafood in incremental amounts when competing Buyers place Bids and concludes at the Point of Sale when no further Bids are received;

Recipient Created Tax Invoice has the meaning given to that term in the GST Act;

Remote Bidder means a Buyer Bidding online at the Auction via remote access;

Reserve Price means the amount (if any) as determined by the Supplier as the minimum price for which any Lot will be sold;

Reverse Auction System means the method in which the Auctioneer sets the price for Seafood and the Auction clock winds down the price at a rate of \$1 per revolution until a bidder stops the clock by Bidding at the desired Point of Sale via any Automated Bidding Terminal;

Seafood means all aquatic vertebrates and aquatic invertebrates intended for human consumption, but excludes amphibians, mammals, reptiles, and aquatic plants;

Seafood Handling Guidelines means the Sydney Fish Market Quality Assurance HACCP Guidelines dated 2013, as amended from time to time;

SFM means Sydney Fish Market Pty Limited ACN 064 254 306 and its authorised officers and agents;

SFM Discount Rate is the discount rate set out in Fee Schedule;

Standards Australia means the independent, not-for-profit, non-government Standards body in Australia;

Supplier means fishers, cooperatives and other traders who have registered to become a supplier of Seafood with SFM;

Taxable Supply has the meaning given to that term in the GST Act;

Terms and Conditions means these terms and conditions of sale applicable to Suppliers which came into effect on 1 August 2018 and replaces all earlier terms and conditions and agreements;

Voice Auction means a manual auction conducted by voice; and

Warning means a discretionary warning that SFM may impose upon any person in accordance with the Market Rules.

## 2. GENERAL

2.1 By signing the Application Form the Supplier agrees to comply with these Terms and Conditions and the following policies and codes of conduct:

- (a) the Market Rules;
- (b) the Seafood Handling Guidelines;
- (c) the Code;
- (d) any other terms and conditions, agreements, operating rules or policies as determined and published by SFM from time to time,

(together, the SFM Policies).

2.2 Where there is any conflict between these Terms and Conditions and SFM Policies, these Terms and Conditions will prevail.

2.3 The Supplier represents and warrants to SFM:

- (a) that the information it provides to SFM from time to time (including in the Application Form) is true and correct and is not misleading;
- (b) that it is registered for GST (unless it is not required to register for GST under Australian law);
- (c) it is the owner of the Lot or is authorised to sell the Lot on behalf of the owner;
- (d) all Lots supplied are labelled, packed and stored according to Seafood Handling Guidelines, the Code or any other applicable Law;
- (e) all Lots are in good condition and fit for human consumption;

- (f) it will immediately inform SFM of any recall or official complaint in respect of any Lots sold or offered for sale or any defect or deterioration in quality as requires removal of any Lot from sale or offer for sale; and
- (g) there is no agreement, arrangement or understanding between the Supplier and the Buyer to pay or provide any financial or other benefit to the Supplier other than the sale price in the Recipient Created Tax Invoice in respect of the Direct Sale.

### 3. SYDNEY FISH MARKET

- 3.1 SFM receives Seafood on a consignment basis from the Supplier to be sold to a Buyer at Auction or Direct Sale.
- 3.2 SFM accepts Seafood deliveries from Suppliers at the Premises from 3.00pm Sunday to 5.00am Monday, and 4:00pm to 5:00am weekdays.
- 3.3 For any deliveries made by Suppliers outside of these times special arrangements must be organised in advance with the SFM Supply Department.
- 3.4 Once Seafood is unloaded at the Premises, SFM will act as agent on behalf of the Supplier for the sale of Seafood at Auction or Direct Sale.
- 3.5 SFM will conduct an Auction at the Premises from 5.30am Monday to Friday (excluding public holidays), or at any other time determined by SFM.
- 3.6 The Premises are open for viewing and inspection of Seafood from 4.30am Monday to Friday, or at any other time determined by SFM.
- 3.7 The Premises are closed on Saturday and until 3:00pm on Sunday and all public holidays held in NSW. SFM has a sole discretion to open the Premises at any other time.

### 4. OBLIGATIONS OF THE SUPPLIER

- 4.1 To be eligible to consign Seafood to SFM to be sold at Auction or Direct Sale an applicant must register to be a Supplier via the Application Form.
- 4.2 SFM may in its sole discretion accept or reject any Application Form. SFM may require further information from an applicant before determining whether to accept or reject an Application Form.
- 4.3 The Supplier is responsible at its own risk and cost, for the transport of Seafood to the Premises.
- 4.4 The Supplier is responsible and liable for any Seafood transported and delivered or any Seafood transported and delivered on the Supplier's behalf, until the Seafood is delivered and unloaded at the Premises.
- 4.5 Any Seafood received at the Premises from a Supplier for Auction can be withdrawn by that Supplier 30 minutes before the commencement of the day's Auction.
- 4.6 Any Seafood received at the Premises from a Supplier for Direct Sale can be withdrawn by that Supplier at any time prior to sale to the Buyer.
- 4.7 Without permission in writing from SFM the Supplier must not remove the Seafood from the Premises.
- 4.8 For Seafood sold at Auction the Supplier may:
  - (a) deliver Seafood directly to the Buyer; or

- (b) organise a freight company to deliver Seafood to the Buyer, in which case the freight company may invoice the Supplier who will pay for the freight costs directly or recover the cost from the Buyer.

## 5. RULES FOR CONSIGNING SEAFOOD

- 5.1 At all times Seafood must be maintained within the relevant temperature range specified in the Seafood Handling Guidelines and where no temperature is stated for a particular item, if fresh, it must be maintained between -1 degrees Celsius and 5 degrees Celsius (or lower if required by Law), and if frozen, it must be maintained at a temperature below -18 degrees Celsius (or lower if required by Law), to minimise the growth of infectious or toxigenic micro-organisms in the seafood so that the microbiological safety of the seafood will not be adversely affected for the time the food is at that temperature (Temperature Control);
- 5.2 At all times live Seafood must be maintained between 12 degrees Celsius and 16 degrees Celsius (or lower if required by Law) (Live Temperature Control);
- 5.3 Seafood for consignment must be kept under Temperature Control and Live Temperature Control until it arrives at the Premises or is delivered directly to the Buyer. The Supplier must provide sufficient ice or gel packs to ensure Seafood remains under Temperature Control until it is sold at Auction or Direct Sale.
- 5.4 All packaging and labelling of Seafood must conform to the Seafood Handling Guidelines and the Code. The Supplier must ensure that any labels fixed on the Packaging Materials not provided by SFM conform to the Code.
- 5.5 Seafood must be packed prior to delivery to the Premises in the Packaging Materials. The Supplier must only use Packaging Material that is fit for packaging of the Seafood and ensure that the Packaging Material has not been damaged.
- 5.6 The Supplier must ensure that Packaging Materials for transporting Seafood by airfreight are approved by the airline service delivering the Seafood to Sydney Airport. SFM will not be liable for any costs incurred for any breach of airline service or airfreight rules in respect of any Packaging Materials.
- 5.7 Barcoded labels conforming to SFM's barcoding standard must be attached to the Packaging Materials. Suppliers may purchase bar-coded labels directly from SFM for the barcode label fee as set out in the Fee Schedule.
- 5.8 Any Seafood arriving at the Premises without bar-coded labels will be labelled by SFM at a cost to the Supplier for the labelling of unbar-coded Seafood as set out in the Fee Schedule.
- 5.9 The Supplier must include a Manifest with the Seafood to be delivered and notify SFM by forwarding the Manifest to SFM by hand, facsimile transmission, email or any other method agreed by the parties in writing concurrently with dispatch of the Seafood. Suppliers may purchase a Manifest book for the Manifest fee set out in the Fee Schedule.
- 5.10 For all Seafood sent via airfreight the Supplier must prepare the airway bill, commercial invoice, certificate stating country of origin (if applicable) and any relevant quarantine or health certificate. SFM will not be liable for any costs incurred for any breach of the customs of quarantine rules at Sydney Airport.



## 6. SERVICES PROVIDED BY SFM

- 6.1 SFM may unload trucks, or arrange the unloading of trucks containing shipments of Seafood received at the Premises and may place pre-packed pre-labelled Seafood in the Premises or ensure Seafood is refrigerated and stored up until the Seafood is sold at Auction or Direct Sale.
- 6.2 SFM may provide chiller and freezer facilities for storage of all Seafood consigned to SFM for sale by Auction or Direct Sale.
- 6.3 SFM will provide the services of the sorters, to unpack, sort and grade Seafood received from Suppliers in Bulk Bins. The sorting will take place in accordance with any applicable Law relating to the sorting, grading, euthanising (if relevant), packaging and handling of Seafood in Australia (Sorting Services). SFM will not be liable for any damage or loss as a result of or in respect of the Sorting Services.
- 6.4 Any packing or unpacking of Lots, handling of Lots, unloading of Lots from the Premises or the supply of crates by SFM is undertaken solely as a service to Suppliers. SFM will not be liable for any loss or damage caused by unpacking, unloading or delivering Lots to or from the Premises.
- 6.5 SFM is not obliged to unload, or arrange the unloading of, the delivered Seafood and / or to store it if it appears that the Seafood Handling Guidelines, or any other Law has not been complied with.
- 6.6 Where Seafood is found to be not fit for human consumption or fails to comply with the Seafood Handling Guidelines, the Code, any other Law, SFM may seize and dispose of the Seafood in its sole discretion.
- 6.7 Where Seafood is found not to comply with SFM's sustainability principles, SFM reserves the right to reject the Seafood.
- 6.8 SFM provides plastic crates to Suppliers to package Seafood for the crate fee set out in the Fee Schedule. Plastic crates are intended for the sole purpose of transporting Seafood to and from the Premises by road.
- 6.9 SFM will exchange plastic crates free of charge for any undamaged plastic crates returned for exchange by Suppliers (Exchange Policy). The Exchange Policy includes a crate cleaning fee and levy paid by SFM to OceanWatch Australia as set out in the Fee Schedule.

## 7. RULES OF THE AUCTION

- 7.1 Subject to clause 7.2, Suppliers may place a Reserve Price on consigned Seafood and SFM is obligated not to sell the Seafood for a price that is less than the Reserve Price
- 7.2 If SFM considers in its sole discretion that the Reserve Price is materially less than a fair market price or value for the Lot, SFM may:
  - (a) determine the minimum price for which that Lot will be sold; or
  - (b) refuse to handle the Direct Sale.
- 7.3 For the Auction of certain types of Seafood, SFM is authorised to determine a minimum purchase quantity. Seafood will be sold in Lots, and each Lot will specify the Supplier or individual fisher (where applicable), species, quality, size, grading, weight, processed manner of the Lot and body count.
- 7.4 A Buyer can Bid for all or part of a Lot up to a maximum crate number (currently 15 crates) as determined by SFM. Any balance of a Lot will be re-offered and the auction process re-started.

- 7.5 If for any reason whatsoever the Seafood is not sold at Auction or Direct Sale, SFM may hold part or all of the Seafood for sale at a later date or may return the Seafood to the Supplier.
- 7.6 The Auctioneer reserves the following rights which may be exercised by the Auctioneer in its absolute and sole discretion:
- (a) not to offer for sale any Lot;
  - (b) to offer for sale part only of any Lot;
  - (c) to keep secret or disclosure the existence and amount of the Reserve Price (if any) of any Lot;
  - (d) to refuse any persons admission to, or to eject persons from the auction hall; or
  - (e) to reject and / or seize and / or dispose of any Lot which is undersize, not fit for human consumption or otherwise fails to comply with the Seafood Handling Guidelines or any other Law.
- 7.7 Bidding is concluded at the Auction the moment the auction clock is stopped by or on behalf of a Buyer:
- (a) by Reverse Auction System by pressing a button on the Automated Bidding Terminal or by Remote Bidder at the preferred price, and concluded when the Buyer's bid is received; or
  - (b) on the Price Up System by pressing a button on the Automated Bidding Terminal or by Remote Bidder and concluded when competing Buyers place no further Bids,
- (together, the Point of Sale).
- 7.8 Title to the Seafood will pass from the Supplier to SFM, and then from SFM to the Buyer at the Point of Sale.

## 8. CLAIMS

- 8.1 SFM will act as independent arbitrator, in respect of a dispute regarding Seafood purchased by the Buyer at Auction and Direct Sale and will attempt to settle the dispute or negotiate an agreement between Buyer and Supplier. This may include an investigation into packing and transport methods and / or re-negotiation of price.
- 8.2 In the event the dispute cannot be resolved by the parties, SFM will appoint an independent inspector to inspect the Lot and provide a written report. The report will be binding upon both Buyer and Supplier.
- 8.3 Any costs involved in the inspection of Seafood will be charged to the Buyer if the Seafood is evaluated by the inspector as matching the description on the information label. Any costs involved in the inspection of Seafood will be charged to the Supplier if the Seafood is evaluated by the inspector as not matching the description on the information label.
- 8.4 Otherwise, the costs of the inspection will be charged to the Supplier and / or the Buyer as determined by the inspector.
- 8.5 SFM will maintain a record of all disputes.

## 9. FEES AND CHARGES

- 9.1 All Australian Suppliers must provide SFM with their Australian Business Number (ABN). If Suppliers do not provide the ABN to SFM, tax is required to be withheld at the tax rate set out in the Fee Schedule. Overseas Suppliers are exempt from this requirement.
- 9.2 For Australian and overseas consignments an airport collection fee is payable by Suppliers for Seafood collected by SFM from Sydney Airport as set out in the Fee Schedule.
- 9.3 For overseas consignments, SFM uses Mainfreight International (Mainfreight) for international clearances and collection of shipments from International Cargo Terminals. The cost to Suppliers for shipments collected by Mainfreight are set out in the Fee Schedule.
- 9.4 Any other cost of clearances charged to SFM for overseas consignments will be recovered from the Supplier in full. SFM will recover from the Supplier the full cost of all clearances, including but not limited to customs, quarantine and clearing agent fees.
- 9.5 Any Seafood arriving at the Premises without barcoded labels will be labelled by SFM. The Supplier will be charged a barcode fee as set out in the Fee Schedule. Refer to 5.8.
- 9.6 In the event SFM determines that more ice is required to keep Seafood under Temperature Control, the Supplier may be charged an ice fee as set out in the Fee Schedule.
- 9.7 The Supplier will indemnify SFM all reasonable costs and expenses incurred by SFM or on its behalf including solicitor's fees on a solicitor / client basis in respect of any third party claims.

## 10. GST

- 10.1 In this term 10 the expressions Supplies and Tax Invoice have the meanings given to those expressions in the GST Act.
- 10.2 GST imposed under the GST Act may apply to Supplies made by the Supplier to SFM.
- 10.3 SFM as a recipient of the Taxable Supplies made by the Supplier, satisfies the criteria of the GST Ruling (GSTR 2000/10) (GST Tax Ruling) issued by the Australian Taxation Office (ATO) in respect of Recipient Created Tax Invoices.
- 10.4 SFM can issue Recipient Created Tax Invoices.
- 10.5 The Supplier will not issue Tax Invoices in respect of Supplies referred to in term 10.4.
- 10.6 The Supplier acknowledges it is registered for GST in accordance with term 2.3(b) and shall notify SFM in writing if it ceases to be registered for GST within 5 business days of any cessation.
- 10.7 SFM acknowledges it is registered for GST and shall notify the Supplier in writing if it ceases to satisfy any of the requirements of the GST Tax Ruling issued by the ATO in respect of Recipient Created Tax Invoices, as amended from time to time, within 5 business days of any cessation.
- 10.8 SFM will provide assistance to GST registered Suppliers in managing their GST reporting requirements by providing Suppliers with:
  - (a) a Recipient Created Tax Invoice;
  - (b) Tax Invoice to cover GST of SFM services; and
  - (c) a monthly GST statement to help Suppliers account for the GST and complete their BAS.

## 11. PRICING AND INVOICING

- 11.1 SFM must pay to the Supplier the price for all Seafood that is delivered to, and accepted (or taken to be accepted) by SFM and sold at Auction or Direct Sale (Price) less the SFM Discount Rate.
- 11.2 SFM pays Suppliers directly into a nominated bank account for their consignments every Friday following the week the consigned Seafood is sold at Auction or Direct Sale. Overseas Suppliers will be paid by telegraphic transfer for their consignments which may incur a transaction fee as set out in the Fee Schedule.
- 11.3 Upon the day of sale of Seafood at Auction or Direct Sale, SFM must provide to the Supplier a Recipient Created Tax Invoice for the price of the Seafood including any adjustments to the Price pursuant to the SFM Discount Rate and any fees to be paid in accordance with term 9.
- 11.4 The SFM Discount Rates for Seafood consigned to SFM by the Supplier and sold at Auction are set out in the Fee Schedule.

## 12. FORCE MAJEURE

- 12.1 Neither SFM nor a Supplier is liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by Force Majeure Event.
- 12.2 A Force Majeure Event means any act, event or cause beyond a party's reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable by reasonable action by the affected party, including but not limited to:
  - (a) availability of Seafood, acts of God, peril of the sea, accident of navigation, war, armed conflict sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, interference by civil or military authorities, national or international calamity, revolution, or malicious damage;
  - (b) breakdown of plant or machinery, failure of energy sources or transport network, faults in the computer system and/or the internet connection, faults in the Computerised Auction System, operational fire and/or operational failure, strike or other labour difficulty (whether or not involving employees of the party concerned),
  - (c) epidemic, quarantine, radiation or radioactive contamination, nuclear, chemical or biological contamination, sonic boom, collapse of building structures, or similar events, natural disasters or extreme adverse weather conditions, or default of SFM Supplier's and / or subcontractors;
  - (d) an action or inaction of a Government Agency or quasi-governmental agency, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; or
  - (e) the inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses, authorities or allocations.
- 12.3 In the case of a Force Majeure Event, SFM will have the right to suspend the fulfilment of its obligations for the duration of the Force Majeure Event.

### 13. EXCLUSION OF LIABILITY

- 13.1 SFM excludes liability for damages resulting from its deliveries and services insofar as these exceed the amount insured under any insurance policy which SFM may have taken out for this purpose.
- 13.2 All persons attending the Premises do so at their own risk and SFM is not liable for any damages, loss or injury to person or property suffered for any cause whatsoever except to the extent of any direct damage, loss or injury caused by the negligence of SFM. SFM will have no liability for indirect or consequential loss or injury whatsoever.
- 13.3 The Supplier agrees that any of its vehicles entering the Fish Market enter at the Supplier's sole risk and responsibility. SFM will not be responsible or liable in any way for any loss of or damage to the Supplier's vehicle or any of its contents as a result of or in connection with the presence on the Fish Market site however caused.

### 14. MAINTENANCE OF GOOD ORDER AND CONDUCT

- 14.1 SFM is charged with the maintenance of good order and conduct in and around the Fish Market. Anyone who is on the Premises or at the Fish Market is obliged to obey any rules, orders or instructions issued by or on behalf of SFM in the interests of public order and to refrain from all acts which could cause damage to goods or personal property belonging to SFM and /or any third parties.
- 14.2 SFM has the right to issue a Buyer or Supplier and other persons a Warning or a Banning Notice or a claim for damages (if relevant) if those involved do not comply with these Terms and Conditions or SFM Policies or any other conditions or instructions determined by SFM from time to time.

### 15. PERSONAL INFORMATION

- 15.1 Italicised terms used in this term bear the meanings they have in the Privacy Act 1988 (Cth) as amended from time to time.
- 15.2 The Supplier consents to SFM collecting *personal information* about the Supplier, the Supplier's employees and agents, whether from the Supplier or third parties (such as trade referees), for the purposes associated with providing the Supplier with services. SFM may use the *personal information* in accordance with SFM's privacy policy which is available on request.
- 15.3 SFM's privacy policy sets out the extent of people's right to access their *personal information* held by SFM and the applicable conditions.
- 15.4 SFM may disclose *personal information* to third parties retained to provide services to SFM in association with providing the services described in these Terms and Conditions.
- 15.5 If the Supplier does not provide certain *personal information*, SFM may be unable to provide the Supplier with services. The Supplier warrants that any *personal information* the Supplier provides to SFM is accurate, complete and provided in compliance with the Privacy Act and indemnifies SFM against any loss or damage suffered as a result of the Supplier's breach of this term 15.

### 16. NOTICES AND COMMUNICATIONS

Unless otherwise provided, all notices and communications are to be sent by email with a copy by fax or mail to SFM.

17. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the law of the State of New South Wales and all parties concerned hereby submit to the non-exclusive jurisdiction of the courts of that State.

18. MODERN SLAVERY LAWS

18.1 The Supplier represents, covenants and warrants that it shall at all times:

- (a) comply with any applicable legal requirements in relation to modern slavery, including under Modern Slavery Laws and any reporting requirements under Modern Slavery Laws;
- (b) comply with SFM's policy in relation to compliance with Modern Slavery Laws, as may be notified by SFM to the Supplier from time to time, the current version of which is available on SFM's internet site;
- (c) take all reasonable steps to ensure that there is no modern slavery in its supply chains, or any sub-contractors supply chain;
- (d) provide any information as may be reasonably requested by SFM from time to time in relation to its compliance with Modern Slavery Laws; and
- (e) notify SFM immediately if it becomes aware of any actual or suspected breach of Modern Slavery Laws.

18.2 In this clause, Modern Slavery Laws means any Australian law relating to forced labour or modern slavery including (without limitation):

- (a) the Modern Slavery Act 2018 (Cwth) and any Regulations made pursuant to that Act;
- (b) the Modern Slavery Act 2018 (NSW) and any Regulations made pursuant to that Act; and
- (c) Section 270 of the Criminal Code (Cwth).