

SYDNEY
FISH
MARKET

SEAFOOD TRADING GUIDELINES



Seafood Trading Guidelines

SECTION 1: SFM Values

At Sydney Fish Market (SFM) we have a proud history as Australia's Home of Seafood and understand our critical role in ensuring the success of the industry and its stakeholders for years to come.

Our culture is demonstrated in all we do: how we treat others and their property, the standards we expect from our suppliers, our market participants and our customers, and how we behave in all situations.

SFM's culture is exemplified through four key behaviours. When practiced consistently, behaviours continue to build our culture of inclusivity, openness and adaptability.

SFM expects that these behaviours are clearly demonstrated across our entire organisational ecosystem, through the actions of all stakeholders.

MAKE CONNECTIONS

We treat everyone with respect and build meaningful relationships within and outside of our community. This looks like:

- Being respectful at all times and acknowledging the rights of all the users of our site.
- Developing an understanding of other people's priorities, and helping to support them where we can.

LISTEN AND ACT

Take time to listen and be open to new perspectives. Then, be decisive in your actions. This looks like:

- Committing to the health, safety and wellbeing of all through your actions on the site.
- Supporting SFM's commitment to ensuring Modern Slavery is eliminated in all its forms from any supply chains associated with SFM.

BE THE STANDARD

Whether it's calm, chaos or something else, meet it with optimism and a plan of action. Hold yourself and others accountable to this standard. This looks like:

- Shutting down sexism, racism, or other prejudice whenever and wherever you see it.
- Setting an example by upholding our policies, guidelines and procedures.

RESPECT TRADITION AND KEEP ADAPTING

Like the ocean itself, keep moving. Respect tradition but be willing to try new things and be open to feedback. Never stop adapting. This looks like:

- Supporting the continuous improvement of operations on the site.
- Demonstrating flexibility and support for new initiatives as the Market works through key transition activities.

SECTION 2: APPLICATION

SFM's Seafood Trading Guidelines apply to all who participate in the SFM's Seafood Trading auction and related operations, including those that operate on the SFM premises.

Market Participants include registered Buyers and Suppliers, and other Occupiers together with any of their respective directors, officers, employees, contractors, agents and consultants (e.g. delivery drivers, wheelers, fishing vessel crew members) (Representatives) and SFM's representatives.

A copy of these Seafood Trading Guidelines has been provided to registered Buyers and Suppliers and is also available on the SFM Website.

SFM Premises

The '**SFM Premises**' include:

- the SFM Operational Premises, including Auction Hall and Trading Floor
- the Car Park
- the dock facilities (Open and Closed),
- all Public Amenities, and
- Common Areas.

as are identified on the site map set out in Appendix B.

SFM Operational Premises

The Seafood Trading Guidelines apply to all Market participants and any other users of the **SFM Operational Premises**, including:

- (a) Buyers and their Representatives
- (b) Suppliers and their Representatives
- (c) Occupiers and their Representatives, and
- (d) Representatives of SFM,

who participate in the use of the SFM Operational Premises (**Market Participants**).

Supplier and Buyer Terms and Conditions

*The Seafood Trading Guidelines include the Supplier and Buyer Terms & Conditions which are agreed to by all registered Buyers and Suppliers respectively at SFM – and are included in Appendix G Terms and Conditions – Suppliers and Buyers.

Enforcement and SFM Authorised Officers

The Seafood Trading Guidelines may be enforced by authorised officers of SFM, who are identified by a Photo Identification Card designating that person as an Authorised Officer of SFM (**SFM Authorised Officers**).

SECTION 3: INTRODUCTION

As reflected in the SFM Values Statement, we are all responsible for ensuring the SFM Premises is a clean, safe, healthy and respectful environment, free from illegal or undesirable conduct.

These Seafood Trading Guidelines reflect the behaviours and actions required of all Market Participants and the consequences for non-compliance.

SECTION 4: DEFINITIONS AND INTERPRETATION

The defined terms used in these Seafood Trading Guidelines is included in Appendix A Definitions.

SECTION 5. CONDITIONS OF ENTERING THE MARKET

Rules

All Market Participants must comply with the:

- (a) Law;
 - (b) Conditions of Entry;
 - (c) these Seafood Trading Guidelines;
 - (d) if they are an Occupier, the Occupier Rules; and
 - (e) other requirements of SFM (**SFM Requirements**);
- (together, **Rules**).

They are also to act in a manner which is safe, hygienic, and respectful of others and their wellbeing and the environment.

A Market Participant is not to bring any Goods onto SFM Operational Premises unless permitted under the Rules.

Any Market Participant that does not comply with the Guidelines may be refused entry onto the SFM Operational Premises, removed from the SFM Operational Premises, prevented from entering the Market and/or incur penalties or charges – and/or referral to relevant authorities.

Site Access

All stakeholders entering the site must complete the required SFM inductions and may only access the areas as detailed in those inductions.

Pedestrian pathways must be used at all times while moving throughout the facility. Entrance to the SFM Trading Floor is via the main lobby, accessible from street level or Lifts P5 and P6.

The Transshipment Area is only accessible by authorised individuals designated by SFM

at their absolute discretion. Authorised individuals include those individuals authorised to undertake purchasing activities and/or park on the loading dock.

Unauthorised access may result in the Market Participant being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur penalties or charges – and/or referral to relevant authorities.

SECTION 6: BUYING AND SELLING AT THE MARKET

A Market Participant must not buy, sell, solicit orders for, or bring (or arrange for the bringing of) any Goods onto the SFM Operational Premises unless those Goods have been supplied to SFM by a Supplier for sale through SFM’s approved sales channels.

Without limiting the above:

- (a) A Buyer must not sell or solicit orders for Goods, or bring (or arrange for the bringing of) any Goods intended to be sold, on any part of the SFM Operational Premises.
- (b) Any other Market Participant (being any person other than a Buyer) must not sell or solicit orders for Goods, or bring (or arrange for the bringing of) any Goods intended to be sold, on any part of the SFM Operational Premises;

UNLESS where the Goods are supplied to SFM by a Supplier and are offered for sale exclusively through SFM’s sales channels.

Auction Hours

Auction	Commencement Time
Live Auction	4 AM
General Auction	5 AM

Auction Rules

The Auction Rules are detailed in Appendix D Auction Rules.

SFM may amend the Auction Rules at its absolute discretion at any time with a minimum of 30 days’ notice.

Breaching the Auction Rules may result in the Market Participant being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur penalties or charges – including cancellation of purchases, suspension or termination of buyer registration, and/or financial penalty – and/or referral to relevant authorities.

Direct Sales

All direct sales transactions conducted on the SFM Premises must be facilitated by SFM.

No private or unauthorised sales or exchanges of seafood product are permitted on the SFM Premises under any circumstances.

SFM reserves the right to refuse or cancel any sale that has not been properly recorded or authorised through its systems.

Unauthorised sales may result in may result in the Market Participants being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur penalties or charges – including cancellation of purchases, suspension or termination of supplier and buyer registration, and/or financial penalty – and/or referral to relevant authorities.

SFM Seafood Trading Rate Card

Applicable SFM charges are listed in the **SFM Seafood Trading Rate Card** set out in Appendix I **SFM Seafood Trading Rate Card**

Payment

Market Participants must pay all fees and charges required by SFM for use of the SFM Operational Premises in accordance with the directions of SFM.

Solicitation

The SFM Premises is a trading hub for wholesaler and retailer tenants based on the SFM Premises, and SFM encourages the interaction of these operators with potential buyers.

However, solicitation of Buyers within the Auction Hall and Trading Floor is not permitted, as these areas are dedicated to the conduct of SFM-related trade and must remain free from interruption to ensure fair and efficient market operations.

The facility includes alternative locations throughout the site where non-SFM trading may occur – subject to the Permitted Activities prescribed in the Rules, including these Guidelines.

Any Market Participant (or other individual) soliciting buyers within the Auction Hall or Trading Floor may be refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur penalties or charges – including cancellation of purchases, suspension or termination of supplier and buyer registration, and/or financial penalty – and/or referral to relevant authorities.

SECTION 7: OPERATIONAL REQUIREMENTS

Storage of Product and Removal of Unauthorised Goods Storage

A Market Participant must

(a) only store goods at the SFM Premises under an Occupancy Agreement authorised by SFM; and

(b) not store Goods on the Premises (other than pursuant to an Occupancy Agreement) and must remove those Goods from the Premises when directed to do so by an Authorised Officer.

Product is not permitted to be stored at SFM's Operational Facilities without prior written consent from SFM.

Such storage may only occur where expressly approved and supervised in accordance with SFM operational requirements.

Unauthorised storage of product or goods may result in the immediate removal of the product from site by SFM and a financial charge or penalty to the owner of the product, including but not limited to the cost of removal of the product or goods.

Equipment Storage – Buyers and Wheelers

Buyers and Wheelers are permitted to store hand trolleys, pallet jacks, and pallets in the Equipment Storage Areas designated by SFM. The Equipment Storage Areas must not be used for any other purpose.

The Equipment Storage Areas are accessible only during auction operating hours (3:00 AM – 11:00AM).

It is strictly prohibited to attach or fix any equipment to the facility in any way, or to store equipment outside the designated storage area.

SFM accepts no responsibility for the security, loss, or damage of any equipment stored in this area and provides the space solely as a convenience to users.

Unauthorised storage of equipment or attachment of equipment may result in the immediate removal of the equipment (and related) from the site by SFM and a financial charge or penalty to the owner of the product, including but not limited to the cost of removal of the product or goods. Refer to Appendix I for Buyers and Wheelers storage access and map.

Security

Market Participants must comply with the Rules and all security requirements of SFM.

Common Areas and Restricted Areas

Market Participants must comply with all Rules relating to accessing and using restricted areas and Common Areas.

Loading Docks

The loading docks at Sydney Fish Market are provided strictly for the purpose of loading and unloading product, and the use of the docks for parking or any other purpose is prohibited.

All loading dock use must be booked and confirmed in advance through MobileDOCK, SFM's approved electronic booking system: [Mobiledock FAQs](#)

Unauthorised use of loading docks may result in the towing of the vehicle from site at the owner's expense and/or charges and penalties.

Refer also Section 9: Loading Docks and Basement Carpark.

Facility and Equipment

SFM Operational Premises and SFM Equipment must only be used for authorised purposes.

The use of SFM Equipment (including but not limited to forklifts, pallet jacks, hand trolleys and weighing systems) is restricted to SFM employees and authorised contractors only.

Use of SFM Operational Premises by Market Participants (and any other individual) is at the absolute discretion of SFM.

Unauthorised use of facility or equipment may result in immediate removal from the site and/or charge or penalties.

The fees and charges for the use of SFM Operational Premises and SFM Equipment are detailed in the *Seafood Trading Services Rate Card*.

Unauthorised Activities

SFM Operational Premises must not be used for weighing in product, packing product, or accessing or using ice without prior written consent from SFM – and including supervision in accordance with SFM operational requirements.

Unauthorised use of the facility or equipment may result in immediate removal from site and/or charge and penalties.

Personal Hygiene

Market Participants must adhere to SFM's requirements to reduce the risk of food contamination as follows:

- (a) Any behaviour that can potentially contaminate food such as eating, smoking, chewing gum, and spitting in food handling or food storage areas, including the Crate Yard, is prohibited.
- (b) Eating or drinking over unprotected food is prohibited.
- (c) Hands must be washed and sanitised before touching cooked products, to prevent potential contamination to the cooked/ready-to-eat products. Hand wash locations denoted in Appendix C.

(d) Sitting, walking, standing or lying on a surface with which food comes into direct contact is prohibited.

(e) Hands must be washed with provided soap after entering the SFM Operational Areas, after eating, after using the toilet, after smoking, blowing the nose, or whenever hands become soiled or contaminated.

(f) All personnel must wear clean and protective clothing in the SFM operational areas.

(g) Any behaviour or use of equipment or chemicals or other personal items which may cause food to be contaminated with foreign objects is prohibited.

Housekeeping

Market Participants must maintain a clean and safe working environment.

Littering, spillage, or waste must be promptly removed or disposed of in the appropriate waste streams.

Unintentional and intentional damage, misuse, or neglect of SFM property, facilities, or equipment is strictly prohibited.

Failure to maintain good housekeeping practices or causing damage may result in a charges and/or penalties including recovery of repair and/or cleaning costs. Serious and/or intentional damage may result in the Market Participant (or other individual) being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market.

Waste Services

SFM's Waste services and designated waste collection points within the SFM Operational Premises (**SFM Waste Facilities**) are strictly for the use of tenants operating within the SFM building.

Only waste generated as a direct result of activities conducted within SFM's premises may be disposed of using SFM Waste Facilities.

Market Participants are not permitted to bring waste from any external source onto the site under any circumstances. The disposal of external waste, hazardous waste, bulk waste, or commercial waste not originating from onsite activities is expressly prohibited.

SFM reserves the right to inspect waste placed in SFM Waste Facilities and to take action where unauthorised waste is identified.

Unauthorised disposal of waste may result in the Market Participant (or other individual) being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur charges and penalties – and/or referral to relevant authorities.

Ice Services

SFM Seafood Trading operates two flaked ice machines for operational use.

The sale of ice to Market Participants is at SFM's discretion and must be arranged in advance through an authorised SFM representative.

Only authorised persons (in writing) are permitted to access, operate, and remove ice from the ice machines.

Unauthorised use of ice machines may result in the Market Participant (or other individual) being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur charges and penalties – and/or referral to relevant authorities.

SFM Services – Exclusion of Liability

To the maximum extent permitted by law, SFM excludes liability for damages resulting from the use of its services.

All persons attending the SFM 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.

SECTION 8: ACCESS HOURS AND ACCESS CONTROLS

Building Access Hours (SFM Seafood Trading – Monday to Friday)

Location	Permitted Access Time
Carpark	2 AM – 10 AM
Auction Hall	3 AM – 10 AM
Trading Floor	3 AM – 10 AM
Transshipment Area- Tenant	2 AM – 11 AM
Transshipment Area- General	3 AM – 11 AM
Crate Yard	3 AM – 10 AM

Visitor Access

All visitors are required to pre-arrange access to the SFM Operational Premises with SFM before arriving.

On arrival, all visitors are required to complete sign-in at the Main Lobby (Lower Ground on Bridge Road) before entering the SFM Operational Premises.

Buyer Access

Registered Buyers will be provided with an access card for controlled entry to designated areas of the SFM Operational Premises (refer Induction Requirements below).

Buyer vehicle access to the Basement Carpark is between 2:00 AM and 10:00 AM. Standard public car park charges will apply for vehicle parking in the Basement Carpark outside these designated SFM Trade Hours (refer Basement Carpark below).

Buyers may access to SFM Operational Premises during SFM Trade Hours (2:00 AM to 10:00AM). If the auction process extends beyond 10:00 AM, SFM will extend Buyer access as necessary to support operations – at SFM’s absolute discretion.

Buyers may access all levels of the building using Lifts 5 and Lift 6. These lifts are accessible as follows:

- From the Basement Carpark
- From the Lower Ground Level via the Main Lobby (off Bridge Road)
- From the SFM Transshipment Area when accessing from the Loading Docks, or
- From Upper Ground Level via the door entry to the Auction Hall.

Note: Access to the Auction Hall is controlled and the SFM Security Office is located in the Main Lobby (Lower Ground on Bridge Street) for verification and entry to the Auction Hall.

The most convenient pedestrian route from the Basement Carpark is via the south-east lift core, providing direct access to both the **Lower Ground Level** (Loading Docks and Auction Hall) and **Upper Ground Level** (Retail).

The Upper Ground Level door also serves as the designated entry point for buyers requiring accessible access.

Buyers will be assigned a parking location before arriving at nSFM. A prioritisation process will determine where each vehicle parks on arrival.

Supplier Access

All Suppliers are required to pre-arrange access to the SFM Operational Premises with SFM before arriving.

Induction Requirements

Market Participants that require access to SFM Operational Premises must complete the relevant SFM induction requirements. This includes, but not limited to, Employees, Contractors, Tenants, Buyers, Suppliers, Wheelers and visitors.

One of the following SFM inductions are required to be completed, depending on participants activities:

- Contractor induction
 - Buyer and Wheeler Induction
 - High Contractor induction
- Visitor induction

The induction modules are available on Rapid Global and are issued by SFM to Market Participants prior to access. Access to Operational facilities will not be granted until inductions are completed.

Inductions must be renewed every 12 months to facilitate continued access to SFM Operational Premises.

Access Cards

On completion of the required induction modules, an access card will be issued to enable access to the relevant SFM Operational Areas.

Signing In and Out

All personnel are required to sign in and out at the lobby using their assigned access card.

Unauthorised access

Any person who accesses the SFM Premises without authorisation may be refused entry, removed from the site, prevented from entering the Market and/or incur penalties or charges – and/or be referred to the relevant authorities.

SECTION 9: LOGISTICS – LOADING DOCKS AND BASEMENT CARPARK

Open Loading Docks

Situated on the Lower Ground Level, accessed via the Bridge Road entrance, and comprising 16 open loading docks.

The Open Loading Docks form part of SFM Common Property and unloading / loading must be scheduled in advance through MobileDOCK.

Vehicles using the Open Loading Docks **must not exceed 8.8 metres in length**.

Priority access is assigned to high-volume Seafood customers and tenants. As docks become available, the next tier of priority customers is called forward in sequence.

All loading and unloading must be conducted safely, efficiently, and in compliance with SFM operational directions.

Parking on Open Loading Docks is not permitted outside of immediate loading or unloading activities.

Unauthorised dock use may result in the issue of a damages notice and/or suspension of dock access privileges – and/or charges and penalties.

Enclosed Loading Docks

Situated on the Lower Ground Level, accessed via Bridge Road entrance, and comprising 5 enclosed loading docks.

AV and HRV vehicle types must use the enclosed loading docks and have priority over other vehicle types.

The Enclosed Loading Docks form part of SFM Common Property and unloading / loading must be scheduled in advance through MobileDOCK.

Vehicles exceeding 8.8 metres in length must use the using the Enclosed Loading Docks.

The Enclosed Loading Docks are fitted with a vehicle restraint system. Vehicles must remain secured until the green signal light indicates it is safe to exit the dock – refer Freight Delivery Procedures below.

SFM has engaged Better Logistics to manage the Enclosed Loading Docks to ensure efficient use and to balance the needs of all site users.

All loading and unloading must be conducted safely, efficiently, and in compliance with SFM operational directions.

Parking on Enclosed Loading Docks is not permitted outside of immediate loading or unloading activities.

Unauthorised dock use may result in the issue of a damages notice and/or suspension of dock access privileges – and/or charges and penalties.

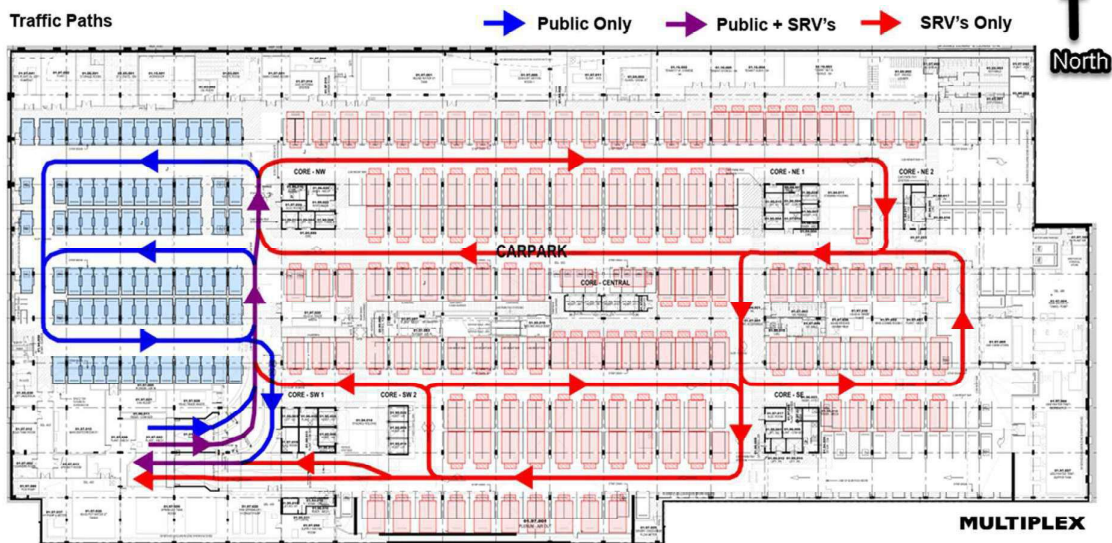
Basement Carpark

The Basement Carpark is a shared-use common area facility that accommodates both trade parking and public parking.

There are two (2) zones with different maximum height restrictions:

- **Eastern Zone** (maximum clearance height of 3.5m)
Access controlled via a boom gate system.
All registered buyers are issued access credentials, and no unauthorised vehicles are permitted into this zone during SFM Trade Hours.
SFM Trade Hours for the Eastern Zone are between 2:00AM and 10:00AM (Monday to Friday).
Following 10:00 AM, the Eastern Zone of the basement car park transitions to public parking mode. This transition includes a floor washdown to prepare the area for public use.
- **Western Zone** (maximum clearance height of 2.2m):
Reserved exclusively for public parking.
Public vehicles enter and exit via the western driving aisle, located between the Western Zone and the Eastern Zone.

Alternate Car Park Design - SFM Operations Mode (Pre-10am)



Freight Delivery Procedures

All freight arriving for SFM Seafood Trading are required to be delivered at either the Open Loading Docks or the Enclosed Loading Docks depending on the type of freight vehicle (refer Open Loading Docks and Enclosed Loading Docks information above).

Inbound Freight for SFM Seafood Trading must be delivered between 4:00PM and 3:00AM, Sunday to Thursday.

Freight Carriers are responsible for scheduling a dock through the loading dock management system; MobileDOCK.

Freight Carriers are required to:

- **Booking** – Carriers are required to book their loading dock slot in MobileDOCK ahead of arrival, selecting from available times aligned with dock capacity and operational schedules.
- **Confirmation** – Once approved, the booking is confirmed in the system and linked to the supplier, vehicle, and consignment details, providing traceability before goods arrive.
- **Arrival & Check-In** – On approach to the site, drivers check in via MobileDOCK or are verified at the loading dock by SFM Security. This check-in confirms the booking, records arrival time, and triggers a notification to dock staff.
- **Dock Allocation** – MobileDOCK assigns the vehicle to the appropriate loading dock, ensuring a balanced flow of vehicles and minimising bottlenecks.
- **Secure the vehicle** – Following dock allocation and positioning of the vehicle into the dock, drivers are required to ensure the vehicle is securely parked; the vehicle must be left in gear, with the handbrake applied, ignition switched off, and keys removed from the ignition.
- **Driver registration** – All drivers are required to register at the **Data Entry Room** to commence the receipt process.

While waiting, drivers may use the accessible amenities provided, including restrooms and facilities for making light refreshments.

Drivers must not return to their vehicle until unloading is fully completed, and they have been instructed to depart.

The Enclosed Loading Docks are fitted with a restraint system. Vehicles must remain secured until the green signal light indicates it is safe to exit the dock.

- **Unloading / Loading** – Goods are unloaded in line with the scheduled time, with the system recording the completion of the task for operational oversight.
- **Departure** – Once unloading / loading is complete, the driver exits the site, and MobileDOCK automatically closes the booking, providing a clear record for performance tracking.

Cross Docking Requirements

Cross Docking is expressly prohibited without prior approval from SFM (in writing).

Charges for authorised Cross Docking are detailed in the *SFM Seafood Trading Rate Card* (refer Appendix I).

Unauthorised cross-docking may result suspension or withdrawal of access to SFM loading dock facilities – and/or charges and penalties.

Bulk Product Unloading

SFM provides a bulk product unloading service with prior approval from SFM.

Bulk product must be received in approved containers.

SFM may decant product into SFM crates for sale with crate costs and charges incurred by the Supplier.

Applicable fees and charges are listed in the *SFM Seafood Trading Rate Card* (refer Appendix I).

Remote Buyer Product Consolidation

SFM may pick, consolidate, palletise, shrink-wrap, and coordinate remote purchases with the Buyer's nominated freight carrier – with prior approval from SFM (in writing).

Applicable fees and charges are listed in the *SFM Seafood Trading Services Rate Card* (refer Appendix I).

Buyer Vehicles and Access to Building

Registered Buyers will be provided access to the Basement Carpark which is controlled by Licence Plate Recognition.

The number of Access Passes to the Basement Carpark issued to each Buyer is restricted and at SFM's discretion.

Buyers will be assigned a parking location before arriving at nSFM. A prioritisation process will determine where each vehicle parks on arrival.

Buyers can access all levels of the building using lifts 5 and 6 (refer Section : Access Controls).

The most convenient pedestrian route from the Basement Carpark is via the south-east lift core, providing direct access to both the **Lower Ground** (Loading Docks and Auction Hall) and **Upper Ground** (Retail).

Access to the Auction Hall is controlled, and the SFM Security Office is located in the Main Lobby (Lower Ground on Bridge Road) for verification and entry to the Auction Hall.

(f) The following **Food Segregation Requirements** (See Appendix E SFM Food Safety Requirements) must be followed:

I. Ready-to-eat/cooked products must be segregated from uncooked products/seafood and never stacked below raw product.

II. Ready-to-eat/cooked products must not come in contact with the floor and must be placed on the pallets which are supplied for that purpose by SFM.

(g) Products to be disputed shall be kept in their original condition until return.

(h) The bulk ice bin must not be removed or moved to the Loading Dock, Car Park, or any open area without the SFM's written authorisation.

SECTION 10: FOOD SAFETY REQUIREMENTS

All Market Participants must comply with the **SFM Food Safety Requirements** which are detailed in Appendix E SFM Food Safety Requirements.

Non-compliance with SFM Food Safety Requirements may result in may result in the Market Participant (or other individual) being refused entry onto the SFM Premises, removed from the SFM Premises, prevented from entering the Market and/or incur charges and penalties – and/or referral to relevant authorities.

SECTION 11: BEHAVIOURS

Acceptable Behaviour

Market Participants are expected to behave in accordance with the SFM Values Statement at all times and cooperate with SFM Authorised Officers and its representatives.

Health, Safety and Wellbeing

Market Participants must protect the health, safety and wellbeing of others on the Premises.

Market participants must not engage in any Unacceptable Behaviour on the Premises.

Market Participants must communicate and act respectfully and protect others on the Premises from unlawful discrimination and harassment.

Modern Slavery

Market Participants must comply with the **SFM Responsible Sourcing Principles** and the **SFM Modern Slavery Policy** and only use suppliers who comply with the Australian Modern Slavery Act 2018.

Animal Welfare

Market Participants must:

- Handle live seafood with care in accordance with Animal Welfare Legislation
- Follow the MFMA Code of Conduct for the Welfare of Live Seafood

Appendix A – Definitions

Buyer means any person approved and registered by SFM who is entering the Premises and participating in an Auction pursuant to the Buyers' terms and conditions entered into between SFM and a Buyer relating to the Buyer's entry into the Premises and use of the SFM Operational Premises, on their own behalf and not for or on behalf of another person. A reference to 'Buyer' includes their Representatives.

Car Park means the car parking area shown on the map in Appendix B to these Definitions as "Car Park";

Common Areas means those parts of the Premises provided for common use, including roads, roadways, unreserved vehicle parking areas, footpaths, marked pedestrian paths/walkways, access ways, entrances, stairs, elevators, toilets, Loading Docks and those parts of the Car Park and Wharf Facilities which are made available and accessible to the public.

Conditions of Entry means the terms and conditions which apply to each person entering the Premises regardless of the reason for their entry and which appear on the signs at the entrance/s to the Premises and the Market website and are set out in Section 5: Conditions of Entry.

Crate Wash means the crate wash room where cleaning of SFM plastics crates is undertaken, and plastic crates are stored.

Direct Sale means all methods of sale of fish and seafood approved by SFM other than by Auction.

Equipment includes plant and/or equipment.

Equipment Storage Area this is room number 01.15.001 "Workshop" that is for the use of Buyer's and Wheeler's to store MHE including hand trolleys and pallet movers.

Food Safety Law means any law or regulation relating to food safety applicable in New South Wales and includes:

- (a) Australia New Zealand Food Standards Code (FSANZ);
- (b) Food Act 2003 (NSW); and
- (c) Food Regulation 2025 (NSW).

Forklift means a forklift or other authorised vehicular device used or intended to be used for the loading, unloading or handling of Goods.

Goods means goods and merchandise of any description, including all fish and seafood and any by product or waste from fish or seafood.

Law means any applicable law/s, regulation/s, approval/s, consent/s, direction/s, license/s, notices, order/s, permit/s, standard/s, code/s of practice and/or requirement/s of any regulatory authority including WHS Law, Workplace Behaviour Law and Food Safety Law.

Loading Dock/s means the area/s identified on the the map in Appendix B to these Definitions as 'Loading Dock'.

Leased Premises means the part/s of the Premises leased or licensed or subleased or sublicensed by SFM to the Occupier pursuant to an Occupancy Agreement.

Market Participant means any person who enters the Premises to use the SFM Operational Premises and/or the SFM Occupied Areas, including but not limited to a Buyer, Supplier, and any of their agents or employees.

Occupier includes any person who has entered into an Occupancy Agreement for any part of the Premises, including its Representatives, its successors and permitted assigns.

Occupier's Bin means a waste bin/s and/or receptacle/s , with a fitting lid, located on the Occupier's Leased Premises used for the collection of solid waste throughout the day.

Occupier Rules means the rules and standards of conduct for the operation and management of the Sydney Fish Market which apply to the Occupiers.

Occupancy Agreement means:

(a) any agreement (including a lease or license) entered into between SFM and any Occupier relating to the Occupier's use and occupation of any part of the

Premises; and/or

(b) any sublease or sublicense entered into between the Occupier and a third party with the written permission of SFM relating to any part of the Premises.

Offensive Noise means noise:

(a) that, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances;

I. is harmful to (or is likely to be harmful to) any person; or

II. interferes unreasonably with (or is likely to interfere unreasonably with) the comfort of any person; or

III. that is of a level, nature, character or quality prohibited by Law.

Pollution means:

(a) the introduction of any solid, liquid or gas or sound into the environment in excess of the amount permitted by Law or which may be harmful to any person or interfere with a person's wellbeing; and/or

(b) Offensive Noise.

Premises means the Sydney Fish Market premises, including:

(a) the Car Park;

(b) the SFM Operational Premises

(c) Leased Premises; and

(d) the Public Amenities,

(e) the Common Areas,

as a whole or in part depending upon the context.

Rules means:

(a) the Law;

(b) the Conditions of Entry;

(c) the Market Participant Rules;

(d) the Occupier Rules; and

(e) the SFM Requirements.

Sell in respect of any Goods includes:

- (a) advertise for sale;
- (b) soliciting sales or orders for future sales;
- (c) barter or exchange;
- (d) agree to sell, barter or exchange;
- (e) offer or expose for sale, barter or exchange;
- (f) send, forward or deliver for sale, barter or exchange;
- (g) have in possession for sale, barter or exchange;
- (h) cause or suffer to be sold, bartered, exchanged, offered for sale, exposed for sale or rent, forwarded or delivered for sale, barter or exchange; and/or
- (i) attempt to sell, barter, exchange, expose for sale or send, forward or deliver for sale, barter or exchange;

and Sold has the corresponding meaning.

SFM means Sydney Fish Market Pty Ltd ACN 064 254 306 and its assigns, transferees and successors in title.

SFM's Bin/s means a bin/s or other receptacle placed on the Premises by SFM for the collection of Occupiers' waste.

SFM Equipment includes plant and/or equipment under SFM's control or within SFM Operational Facility.

SFM Occupied Areas include those areas described in these definitions and identified on

the map in Appendix B as:

- (a) the SFM Administration Office;
- (b) the Sydney Seafood School;
- (c) the SFM Operational Premises;
- (d) SFM storage areas.

SFM Operational Premises includes:

- (a) SFM operated hoists and lifts;
- (b) the Auction Area;
- (c) the Crate Wash;
- (d) the Buyer Stand;

SFM Requirements includes policies, practices, procedures, protocols, directions, guidelines, timetables, inductions, certifications, management plans and any other requirements which apply to, or which SFM considers necessary or desirable for the safe and efficient operation of the Premises, including (without limitations) the SFM Code of Conduct, the SFM Food Standards Policy, the SFM Food Safety Policy, the SFM Work Health and Safety Policy, and the SFM Harassment, Bullying and Aggression Policy, copies of which are available on the SFM website.

SFM Sales Channels means any SFM approved sales methods, including by way of Auction and Direct Sale.

SFM Values means the document entitled 'SFM Behaviours published by the SFM and summarised in Section 11.

Supplier means any person registered and approved by SFM who is entering the Premises to deliver Goods in the ordinary course of business pursuant to the Supplier's terms and conditions entered into between SFM and a Supplier relating to the Supplier's entry into the Premises and use of the SFM Operational Premises to have Goods sold using SFM's Sales Channels. A reference to 'Supplier' includes their Representatives.

Unacceptable Behaviour means includes a person breaching any of the Rules or behaving in a way which SFM considers is undesirable taking into account the SFM Values Statement.

Wharf Facilities means the area/s identified on the map in Appendix B as 'Wharf Facilities'.

WHS Law means any Law regulating work health and safety together with any regulations,

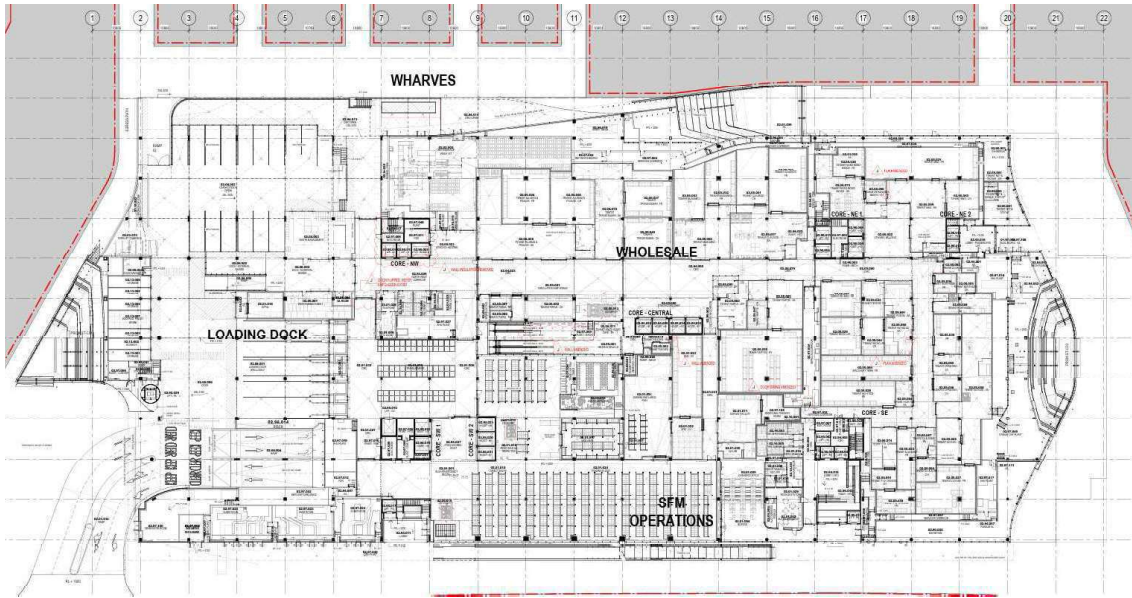
code of practice or guidelines made pursuant to them including:

- (a) Work Health & Safety Act 2011 (NSW);
- (b) Work Health & Safety Regulation 2025(NSW);
- (c) Heavy Vehicle National Law;
- (d) Marine Safety Act 1998 (NSW); and
- (e) Smoke Free Environment Act 2000 (NSW);

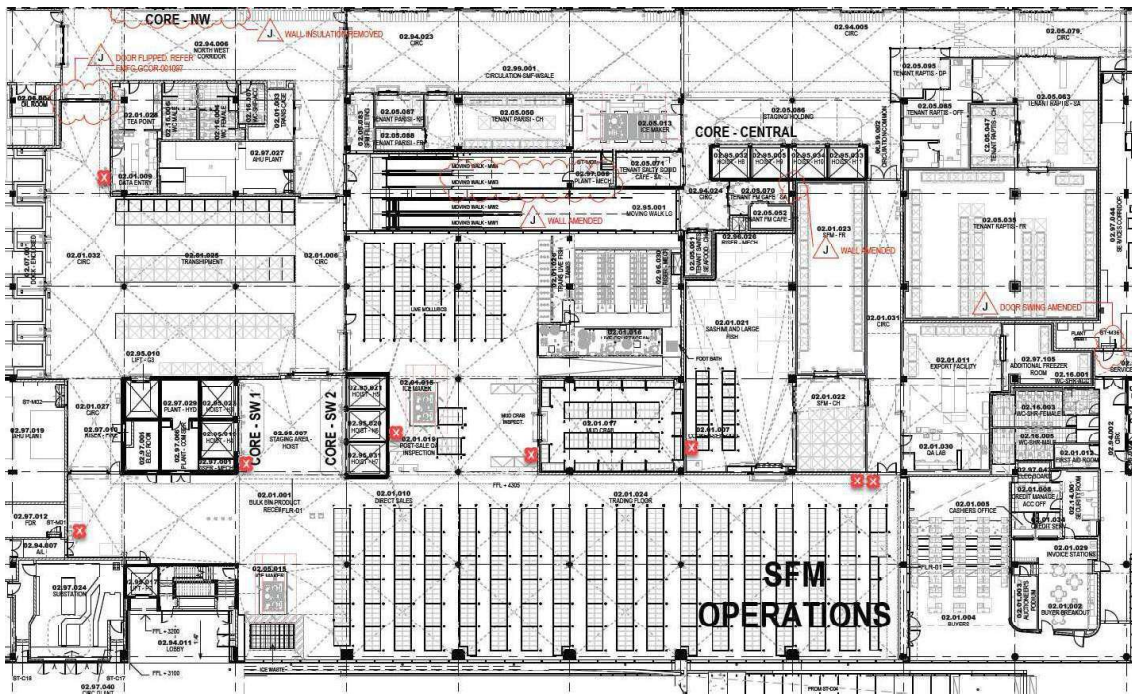
Workplace Behaviour Law means any Law regulating workplace behaviour and wellbeing together with any regulations, code of practice or guidelines made pursuant to them including:

- (a) Anti-Discrimination Act 1977 (NSW);
- (b) Australian Human Rights and Equal Opportunity Act (Cth) 1986;
- (c) Fair Work Act 2009 (Cth); and
- (d) Work Health and Safety Act 2011 (NSW).

APPENDIX B. Site Map



Appendix C. Hand Wash Locations



Appendix D Auction Rules

These Auction Rules form Appendix D to, and are incorporated into, the Seafood Trading Guidelines and the Supplier and Buyer Terms and Conditions.

These Auction Rules are **also** legally binding, and, in the event of any inconsistency, the Seafood Trading Guidelines prevail, followed by the Supplier and Buyer Terms and Conditions, and then these Auction Rules.

1 Participation and Identification

- 1.1 Only a Registered Buyer can participate in auctions.
- 1.2 Buyers must not transfer, assign, or redistribute purchased product to any other Buyer or third party without SFM's prior written consent.
- 1.3 Any activity that may, in SFM's reasonable opinion be interpreted as coordinated bidding, bid suppression, or post-sale redistribution is a breach of Supplier and Buyer T&C's.
- 1.4 Pre-auction sales to buyers on SFM premises are not permitted except for Bait Sales by Fishermen (authorised by SFM in writing) and must be processed prior to auction commencement and opening.
- 1.5 Unauthorised pre-auction sales are voidable at SFM's sole and absolute discretion and may constitute a material breach of the Seafood Trading Guideline and the Supplier and Buyer Terms and Conditions.
- 1.6 Buyers and other Market Participants must carry their respective ID cards and they must be displayed at all times when on the Premises.

2 Breach of Auction Rules

- 2.1 A breach of Auction Rules by a Market Participant (or their representative) may result in cancellation of purchases, suspension or termination of buyer registration, and/or financial penalty and/or referral to relevant authorities.

3 Product Sequence

- 3.1 SFM reserves the right to determine the sequence of sales during each auction.
- 3.2 While SFM seeks to support effective trading outcomes for suppliers and appropriate trading conditions for buyers, SFM retains sole and absolute discretion to adjust the auction order as necessary to support a balanced and efficient sale.
- 3.3 A "first in, first sold" approach is the guiding principle, subject to SFM's operational requirements and assessment of market conditions.
- 3.4 SFM reserves the right to withdraw any product from auction where it is deemed by SFM as unsuitable for sale having regard to time and food safety considerations. SFM will, where practicable, endeavour to consult with suppliers where product is assessed as not suitable for sale.
- 3.5 Where a product is not suitable for resale, SFM may, in its sole and absolute discretion, dispose of or discount the product in a manner it considers appropriate. It

is the supplier's responsibility to contact SFM promptly if alternative instructions are to be provided.

4 Product Quantity and Lots

- 4.1 Seafood will be sold in Lots.
- 4.2 Each Lot will specify the Supplier or individual fisher (where applicable), species, quality, size grading, weight per unit, processed manner of the Lot, fisher ID (where applicable) and body count (where applicable).
- 4.3 For certain types of Seafood, SFM is authorised to determine a minimum and maximum purchase quantity per sale bid for the auction.

5 Reserve Prices

- 5.1 Suppliers may place a Reserve Price on consigned Seafood and SFM must not sell the Seafood for a price that is less than the Reserve Price unless agreed with the Supplier.
- 5.2 Reserve Prices must be notified in writing to SFM Operations, no later than 3 hours prior to auction commencement
- 5.3 If SFM considers, in its sole and absolute 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 after confirming with the Supplier; or
 - b. refuse to offer the Lot for sale.
- 5.4 Products with a Reserve Price will be announced at the auction immediately prior to the offering of the product for sale at Auction.

6 Bidding

- 6.1 Bids may only be placed via approved digital auction devices onsite or remotely via SFM's remote auction platform (refer below "Remote Bidding").
- 6.2 All bids are final. A bid constitutes a binding offer to purchase.
- 6.3 The Auctioneer has sole and absolute discretion to refuse any Bid and to regulate the Bidding (including but not limited to the ability to amend or cancel a Bid or sale).
- 6.4 A Buyer can Bid for all or part of a Lot up to a maximum crate number as determined by SFM (currently 15 crates). Any balance of a Lot will be re-offered and the auction process re-started.
- 6.5 A cancellation may only be permitted within 20 seconds of purchase confirmation where an obvious clerical or technical error has occurred, and determined at the sole and absolute discretion of the Auctioneer. Repeated or unwarranted cancellation requests may result in suspension of buyer privileges.
- 6.6 The Auctioneer may, at their sole and absolute discretion, withdraw or cancel any bid if an error or irregularity has occurred, or if the resulting sale price is deemed inconsistent with fair market value.
- 6.7 Where a purchase is deemed by the Auctioneer to constitute a valid sale, it may be re-offered for sale as a resale. The original buyer will be responsible for any shortfall between the original sale price and the resale price.

6.8 Bidding is concluded at the Auction the moment the auction clock is stopped by or on behalf of a Buyer:

- a. By Reverse (Dutch) 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 (Multi Sale) System by pressing a button on the Automated Bidding Terminal or by Remote Bidder at the preferred price and concluded when competing Buyers place no further Bids, (together, the "**Point of Sale**").

The successful bidder may then select the required number of units or crates from the Lot, up to the maximum available units or purchase limit (per bid).

6.9 Any error in Auction Price or any other dispute regarding the Auction System will be settled by the Auctioneer. The decision of the Auctioneer is final, except in the case of manifest error.

7 Pre-Bidding

7.1 A Buyer may place a Pre-Bid for Seafood prior to the Auction – whether they are attending the Auction in person (or by authorised agent) or as Remote Bidder.

7.2 All Buyer's placing Pre-Bids will be bound by that Bid and, where successful, must pay the Auction Price where successful.

8 Remote Bidding

8.1 Any Registered Buyer is eligible to Bid remotely at Auction via the remote bidding software provided by SFM.

8.2 Following registration, SFM will issue the Remote Bidder with a Logon and PIN. The Remote Bidder is responsible for the Logon and PIN and any indebtedness incurred on any of the Remote Bidders accounts held by SFM.

8.3 During the Auction, the Buyer may Bid for a Lot by clicking the Bid button. Each Bid is final and binding as soon as the Bidder clicks on the Bid button.

8.4 The Buyer acknowledges that remote bidding is for a live Auction and the Buyer agrees that each Bid submitted is irrevocable and cannot be amended or corrected, even if submitted in error and notified to SFM. However, the Auctioneer has the sole and absolute discretion to cancel any Bid.

8.5 The Buyer accepts full liability for all Bids submitted via the remote bidding software (including the liability to pay in full and on time for any Lot that is the subject of a successful Bid submitted from the Buyers account).

8.6 SFM reserves the right to reject an application for the remote bidding software, withdraw its permission for a Buyer to use the remote bidding software, or terminate the use of the remote bidding software for any reason at any time prior to, during or after an Auction.

8.7 The Buyer agrees to pay for and collect any Lot that is the subject of a successful Bid submitted by the Buyer or the Buyer's authorised agent or from the Buyer's account.

8.8 Lots are available for inspection prior to any Auction, and it is the Buyer's obligation to view and inspect any Lot. SFM advises each Buyer to examine in person any Lot

on which a Buyer may Bid or have it examined on the Buyer's behalf by any authorised agent before any Auction.

- 8.9 If a Buyer chooses to use the remote bidding software, the Buyer does so entirely at its own risk. Access to and use of the remote bidding software is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections.
- 8.10 The content displayed in the remote bidding software may contain inaccuracies and typographical errors and SFM does not warrant the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any content, advice, statement, or other information is at the Buyer's sole risk. SFM reserves the right, in its sole and absolute discretion, to correct any errors or omissions in the remote bidding software and to make any changes to the features, functionality or content of the remote bidding software at any time.
- 8.11 Access to the remote bidding software is made available as a convenience to Buyers, and SFM reserves the right to suspend or terminate any aspect or feature of the remote bidding software at any time, with or without notice. SFM may suspend access to the remote bidding software to carry out scheduled or unscheduled maintenance or for any other reason at any time.
- 8.12 SFM accepts no liability for any failure or delay in executing Bids or any errors contained in Bids placed via the remote bidding software. SFM is also not obliged to delay or restart Auctions due to technical failures and an onsite auction may proceed regardless.
- 8.13 SFM provides access to the remote bidding system on a software-as-a-service basis, "as is" and without any warranty or condition, whether express implied or statutory. SFM accepts no liability for any failures, delays or errors caused by interruptions in the availability of the remote bidding software or the web site or any errors or defects in their content or functionality, any software and/or hardware defects (whether the Buyer's or SFM) and / or any internet connection problems (whether the Buyer's or SFM), and SFM does not represent or warrant that the remote bidding software or the web site will be error-free, free of viruses or other harmful components, or that any defects will be corrected.

9 Product Inspection and Returns

- 9.1 Buyers may inspect product one-hour prior to the commencement of the auction.
- 9.2 The Buyer is deemed to have inspected any purchased Seafood prior to sale and to be aware of the Supplier or individual fisher (where applicable) species, size, quality, weight, processed method and body count of Seafood purchased.
- 9.3 Products described accurately in the Auction Catalogue cannot be returned.
- 9.4 SFM may withdraw any product from the auction, provided the withdrawal is no less than one hour before the first sale commences.
- 9.5 The Buyer accepts the Seafood purchased in the state in which it is at the Point of Sale (refer below), unless it can be demonstrated that there is a difference between the Point of Sale and the Point of Delivery (refer below). In the event the Buyer is of the opinion the Seafood purchased does not comply with the description on the label the Buyer must notify SFM immediately;
- 9.6 Returns will only be accepted where the product demonstrably fails to meet the description listed in the Auction Catalogue, or a food safety issue is identified. For

example Tuna/Swordfish/Other affected Species: Such products presenting with parasites, disease or other meat quality issues such as burnt meat, jelly meat, can be returned to SFM for a full credit provided the buyer make contact with SFM either same day or next day and the entire fish (intact or otherwise) is returned with SFM's label attached to the fish.

9.7 Quality concerns must be raised prior to the product exiting the Trading Floor.

9.8 No claims for weight shortages ("short-in-weights") will be accepted after the product has exited the Trading Floor.

9.9 Buyers and other Market Participants must not remove, switch, tamper with or interfere with product labels in any way, including any action that may damage the product or cause harm or death to live seafood. Such actions are illegal and will be treated as a serious breach of the market rules and may be referred to the relevant authorities, including for animal cruelty or other regulatory offences.

10. Point of Sale

10.1 Title to the Seafood will pass from the Supplier to SFM, and then from SFM to the Buyer, at the **Point of Sale**.

11. Point of Delivery

11.1 It is the responsibility of the Buyer to take delivery of any product purchased at Auction from the auction hall within 1 hour of the end of the Auction. Failure to do so is a breach of the Auction Rules.

11.2 Product which has been sold will be deemed to be delivered the moment the product is removed from the auction hall (**Point of Delivery**).

11.3 Where a Buyer does not take delivery of the product within the prescribed timeframe, SFM may (its sole and absolute discretion) resell the product and/or cancel the sale. In this event, SFM has the right (its sole and absolute discretion) to place the product in on-site cold storage until it is resold or collected by the Buyer. The Buyer will be responsible for the cost of cold storage including handling charges as per the SFM Seafood Trading Rate Card.

11.4 Buyers have the following options available for delivery of Seafood sold at Auction:

(a) Buyer may arrange delivery

(b) Supplier may 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, or

(c) Where a Supplier has delivered Seafood to SFM directly, a freight company may be organised by SFM to deliver to the Buyer, in which case the freight company may invoice SFM who will pay for the freight costs directly or recover the cost from the Supplier and / or Buyer.

12. Withheld Product and Unsold Product

12.1 If for any reason whatsoever a specific Product is not sold at Auction, SFM may hold part or all the Seafood for sale at a later date or may return the Seafood to the Supplier.

- 12.2 Product that remains unsold at the auction (Unsold Product) may be offered for sale at the next auction.
- 12.3 Following each auction, SFM will inspect any Unsold Product to assess its quality and suitability for resale.
- 12.4 SFM will make all reasonable efforts to consult with suppliers where product remains unsold, where practical.
- 12.5 It is the supplier's responsibility to contact SFM promptly if alternative instructions are to be provided.

13. Auctioneer's Right of Discretion

- 13.1 The Auctioneer reserves the following rights which may be exercised by the Auctioneer in its sole and absolute and sole discretion (including by having regard to food safety requirements, biosecurity obligations and animal welfare legislation) to:
- a. Not offer for sale any Lot
 - b. Offer for sale part only of any Lot
 - c. Offer product for sale out of order of placement on the auction floor
 - d. Keep secret or disclose the existence and amount of the Reserve Price (if any) of any Lot
 - e. Refuse any persons admission to, or to eject persons from the auction hall; or
 - f. 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.

14. Claims

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

15. Definitions

Auction means the process by which Product is offered for sale by competitive bidding, whether conducted in person, electronically, remotely or by any other method approved by SFM, and includes all associated systems, rules and procedures governing that process.

Auctioneer means SFM, and its authorised employees, acting solely in conducting seafood auctions at the Market and facilitating the sale of seafood between suppliers and buyers in accordance with the Auction Rules.

Direct Sale means a sale of seafood conducted outside the Auction process at an agreed fixed price, facilitated by SFM between suppliers and buyers.

Product means seafood and seafood products in and form, including

- (a) chilled seafood;
- (b) frozen seafood; and
- (c) live seafood

Registered Buyer means any person approved and registered by SFM who is entering the Premises and participating in an Auction pursuant to the Buyers' terms and conditions entered into between SFM and a Buyer relating to the Buyer's entry into the Premises and use of the SFM Operational Premises, on their own behalf and not for or on behalf of another person. A reference to 'Buyer' includes their Representatives.

Appendix E SFM Food Safety Requirements

Section 1: Personal Hygiene

1.1 Health Control

- Must not enter the food handling area if you are experiencing a disease or symptoms like vomiting, diarrhea, fever or any foodborne illness.

1.2 Hygiene Control

- Eating, drinking, smoking, chewing gum, and spitting are prohibited in food handling or storage areas, including the crate yard, to prevent contamination.
- People must not eat, or drink over unprotected food. Designated area is provided for eating and drinking.
- Sitting, walking, standing, lying on surfaces or any actions that can contaminate the surfaces come into direct contact with food is not allowed.
- Unnecessary contact with cooked or ready-to-eat food must be minimised. Hands must be washed, sanitised, and disposable gloves worn before touching high risk products.

1.3 Hand Washing

- Hands must be thoroughly washed with soap and dried using single-use paper towels in the following situations:
 - Upon entering operational areas & high-risk area
 - Before handling seafood
 - After eating, using the toilet, smoking, blowing the nose, or any instance where hands become soiled or contaminated
- Handwashing must be performed exclusively at the designated handwashing sink.

1.4 Clothing & PPE

- Personnel must wear clean clothing and maintain a neat appearance when entering food handling areas.

PPE Required	SFM Operations
Hairnet	High-risk area & Export Facility
Beard net	High-risk area & Export Facility
Disposable coat	High-risk area & Export Facility
Gloves	High-risk area & Export Facility
High vis vest	All Seafood Trading Operational Areas
Safety boots	All Seafood Trading Operational Areas

1.5 High-Risk Area Requirements

- All personnel must adhere to PPE requirements in designated high-risk areas. This includes handwashing upon entry.
- Contact with cooked seafood is prohibited unless necessary for operational purposes. Eating is strictly forbidden in all operational areas.
- Prawn sampling by buyers is prohibited at all times, including prawn tasting.
- Risk level signage will be clearly displayed at the entrance of room.

1.6 Foreign Object Prevention

- People must not behave in a manner, or use equipment, chemicals or other personal items that are likely to cause contamination of food with foreign objects.
- All personal items must be stored away before entering the seafood trading area. Common items that are not permitted include but not limited to:
 - Loose clothing/ spare clothes
 - Handbags/ backpacks
 - Keys and keychains
 - Food and drink for personal consumption
 - Other loose items
- Personnel must not wear false eyelashes, heavy makeup, or body glitter in food handling areas. If wearing nail polish or artificial nails, gloves must be worn at all times when in contact with food.
- The wearing of hand jewellery is restricted to a plain wedding band only. Other jewellery like earrings, necklace or watch are discouraged to be worn on-site.
- In the high-risk area where Cooked/ Ready-to-Eat products are positioned, no jewellery will be allowed, and only authorised work electronic devices can be used in the area.

Section 2: Good Handling Practices

2.1 Product Handling

- Do not damage, discard, or contaminate the lid, plastic top sheet or liner bag during product inspection.
- After inspection, ensure product is returned to its original condition as closely as possible.
- For live seafood, please handle with respect and care to avoid stress and harm.
- Avoid any handling practices that can cause potential contamination to the seafood.

2.2 Segregation

- RTE/ cooked product must be segregated from uncooked seafood; it must never be stacked below raw product.
- RTE/ cooked product must only be sorted and weighed using the cooked scale and sorting station. This station must never be used for weighing or sorting raw products.

2.3 Product Movement

- Ensure products are covered before leaving SFM operational areas.
- Avoid dragging or pulling fish along the floor, as this can lead to contamination and physical damage. Always handle fish gently and use appropriate tools or surfaces during product movement.

2.4 Transportation

- Vehicles used for food transport must be designed and constructed with smooth, non-absorbent surfaces on all walls, floors, and ceilings to ensure easy cleaning and prevent contamination.
- Product temperatures must be consistently maintained during transportation. Chilled products should be kept at or below 5°C, while frozen products must remain at or below -18°C to ensure food safety and quality.
- Live fish or shellfish are transported at temperatures tolerable for the species.
- Seafood must be transported in enclosed compartments that provide effective protection against contamination, ensuring product integrity and food safety throughout transit.

2.5 Product Return

- Products to be disputed shall be kept cold ($\leq 5^{\circ}\text{C}$) and in their original condition including the covering until return.

2.6 Pest Prevention

- A Market Participant must not feed any live bird or animal on-site.
- Open food should never be left unattended, as it can attract pests and pose food safety risks.

Appendix F Crate Operations

1. **Crate Operating Hours**

The Crate Yard operating hours are as follows;

Sunday to Thursday: Open from 4:00 PM – 3:00am next morning, for supplier empty crate returns only

Monday to Friday 4:00 AM - 12:00 PM, for all crate transactions.

Saturday and Public Holidays - Closed

The crate yard operations will be supervised by an authorised SFM representative, and crate returns and exchanges will only be permitted during the operating hours.

2. **Damaged or Unusable Crates**

A sustainable, food-safe and reliable crate pool is essential to supporting the market.

To maintain crate quality and food safety, the following process will apply for damaged or unusable crates;

- The previous allowance of up to 5% damaged / unusable crates no longer applies.
- Crates must be returned during the crate operating hours (refer above).
- Each returned crate will be inspected by the SFM representative in the presence of the crate returner.
- Crates assessed as unsuitable for reuse will either be returned to the sender or replaced by SFM at the prevailing crate price (and charged to the crate returner).

Appendix G Terms and Conditions – Suppliers and Buyers

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 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

Auction means an electronic Dutch auction system and voice auction system in operation at the Premises, and/or an online auction undertaken on the Digital Platform;

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;

Auction Rules means the Auction Rules as detailed in the SFM Seafood Trading Guidelines and may change from time to time at SFM's absolute discretion.

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

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;

Buyer Application Form means the Buyer Application Form for Auction, Direct Sale and Remote Bidding, the Guarantee and Indemnity Deed Poll and the Statement of Understanding to which these Terms and Conditions are referenced, as varied from time to time;

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);

Crustacea means decapod aquatic crustaceans, including without limitation, prawns, crabs, lobsters, yabby and bugs;

Digital Platform means any internet enabled digital trading platform approved by the SFM Board;

Direct Sale means a sale to a buyer negotiated by either SFM or a Supplier and transacted through SFM (including on the Digital Platform) otherwise than by Auction;

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

Fish has the same meaning as it has in the Fisheries Management Act 1994 (as amended from time to time);

Fish Market means the Sydney Fish Market located at 1 Bridge Road, Glebe NSW 2037 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;

Guarantee and Indemnity Deed Poll means the form which is annexed to these Terms and Conditions;

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;

Logon means the logon identification number of the SFM Card granting access to Automated Bidding Terminal or any other selected electronic devices operated by SFM in accordance with clause 4.5;

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.

Notification Form means the form provided by SFM for the notification of lost SFM Cards;

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;

PIN means the personal identification number of the Buyer and any authorised agent of the Buyer;

Pre-Bid means any Bid placed prior to any Auction by a Buyer or any authorised agent of the Buyer or as Remote Bidder;

Premises means the Fish Market auction hall, loading docks and any other area at the Fish Market determined by SFM to be Premises at which SFM undertakes Auction and/or Direct Sale transactions;

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 includes both Fish and/or Crustacea.

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 Seafood Handling Guidelines (Revised 6th edition 2024) as amended from time to time;

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

SFM Seafood Trading Rate Card means the schedule of fees and charges annexed to the SFM Seafood Trading Guidelines;

SFM The Seafood Trading Guidelines set out the rules, standards, and operating requirements for all participants trading at Sydney Fish Market. They define how to operate with us, including permitted activities, access, compliance, and behavioural expectations.

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

Statement of Understanding means the form which is contained in the Market Rules and is annexed to these Terms and Conditions;

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

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

Supplier Report means a report detailing product sold, proceeds and any adjustments for freight charges, SFM Discount Rate (i.e. margin) and any other applicable fees and charges (including crate charges);

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 and Buyers which came into effect on 19 January 2026 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 Auction Rules.

2. GENERAL

2.1 By signing the Supplier 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 By completing the Sydney Fish Market induction, the Buyer Application Form the Buyer agrees to comply with these Terms and Conditions and the following policies and codes of conduct:

- a) The Auction Rules;
- b) the Seafood Handling Guidelines;
- c) any other terms and conditions, agreements or policies as determined and published by SFM from time to time,
(together, the SFM Policies).

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

2.4 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

- (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.

2.5 The Buyer represents and warrants SFM:

- (a) that the information it provides to SFM from time to time (including in the Buyer Application Form) is true and correct and is not misleading;
- (b) that it has legal capacity to Bid and buy Seafood at the Fish Market; and
- (c) that it irrevocably authorises SFM to make any enquiries relating to the Application Form including obtaining any information in respect of the Buyer or the Guarantor held by an appropriate credit reference checking association.

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 or on the Digital Platform.
- 3.2 SFM may accept all Seafood delivered by a Supplier that is in good condition, fit for human consumption and that has been packed and stored according to the Sydney Fish Market Seafood Handling Guidelines, SFM Sustainability Principles.
- 3.3 The Premises operating hours are detailed in the SFM Seafood Trading Guidelines and are subject to change at SFM's absolute discretion.
- 3.4 SFM accepts Seafood deliveries from Suppliers at the Premises during the hours specified in the SFM Seafood Trading Guidelines.
- 3.5 Any deliveries made by Suppliers outside of these times must be arranged in advance with Better Logistics. Any further escalation is to be managed through the Seafood Trading Team (Supply Chain / Operations).
- 3.6 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.
- 3.7 SFM will conduct an Auction at the Premises on weekdays (excluding public holidays), or at any other time determined by SFM. The auction times are detailed in the SFM Seafood Trading Guidelines.
- 3.8 Buyers may attend an Auction in person, via an authorised agent or may login remotely as a Remote Bidder.
- 3.9 Suppliers may view and inspect Seafood at the Premises from Monday to Friday, or at any other time determined by SFM. The Supplier inspection times, and registration requirements, are detailed in the SFM Seafood Trading Guidelines.

3.10 Buyers may view and inspect Seafood at the Premises immediately prior to the commencement of the Auction, or at any other time as determined by SFM. The Buyer inspection times, and registration requirements, are detailed in the SFM Seafood Trading Guidelines.

4. SUPPLIER OBLIGATIONS

4.1 To be eligible to consign Seafood to SFM to be sold at Auction or Direct Sale or on the Digital Platform an applicant must register to be a Supplier via the Supplier Application Form.

4.2 SFM may in its sole discretion accept or reject any Supplier Application Form. SFM may require further information from an applicant before determining whether to accept or reject an Supplier 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 The Supplier must comply with the requirements of the Fisheries Management Act 1994 or equivalent legislation in respect of the consignment of Seafood, and in addition must:

a) consign Seafood in containers or crates approved by SFM for use from time to time;

b) label consignment crates clearly with Supplier number and name and species and net weight of Seafood;

c) attach a manifest or list setting out the information listed in (b) for the whole of each consignment including for each Direct Sale the buyer's name, number of cartons, average net weight of fish per carton and price per kilo;

d) email a copy of the manifest or list to SFM concurrently with dispatch of product;

e) label each crate or container with the buyer's name for the Seafood sold by Direct Sale or on the Digital Platform whilst in the possession of the Supplier; and

f) ensure pallets are clearly marked to identify respective buyer lots to facilitate easy unloading and delivery to buyer.

- 5.2 The Supplier must comply with SFM's standards and requirements regarding handling, storage, grading and transport (as detailed in SFM's Seafood Handling Guidelines and Supplier Packaging Specifications).
- 5.3 The Supplier must permit representatives of SFM to enter its premises during normal business hours after giving not less than 24 hours' notice, for the purpose of inspecting the Seafood and the methods of processing, testing, packaging, storage and distribution of the Seafood.
- 5.4 The Supplier must immediately inform SFM of any recall or official complaint in respect of any Seafood sold or offered for sale or of such defect or deterioration in quality as requires removal of any Seafood from sale or offer for sale.
- 5.5 All product supplied to SFM must be covered with food grade liner or plastic top sheet as outlined in the Supplier Packaging Specifications.
- 5.6 SFM must immediately inform the Supplier of any official recall, non-conformance and non-compliance in respect of any Seafood supplied by the Supplier or of such defect or deterioration in quality as requires removal of Seafood for sale or offer for sale.
- 5.7 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);
- 5.8 At all times live Seafood must be maintained and transported according to the temperature requirement for the specific species and region. (Live Temperature Control);
- 5.9 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.
- 5.10 All packaging and labelling of Seafood must conform to the Seafood Handling Guidelines, Supplier Packaging Specifications and the relevant regulations. The Supplier must ensure that any labels fixed on the Packaging Materials not provided by SFM conform to the Code.
- 5.11 Seafood must be packed prior to delivery to the Premises in the Packaging Materials. The Supplier must only use food grade packaging material that is fit for packaging of the Seafood and ensure that the packaging material has not been damaged or pose any contamination risks.
- 5.12 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.
- 5.13 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 SFM Seafood Trading Rate Card.

- 5.14 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 SFM Seafood Trading Rate Card.
- 5.15 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 SFM Seafood Trading Rate Card.
- 5.16 Any seafood arriving without a manifest or label will be placed on hold and withheld from sale unless it is claimed by the supplier. SFM will store the product for a maximum of 3 days in the chiller or 1 week in the freezer. If the product is not claimed within the specified time, or is deemed no longer fit for sale, it will be seized.
- 5.17 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. SUPPLIER INSURANCES

- 6.1 At all times, the Supplier must provide, maintain and pay for liability insurance covering the product liability of the Supplier that could arise out of the sale of Seafood, with limits of not less than \$5 million, and naming SFM as an additional insured.
- 6.2 Such policy of insurance must expressly protect both SFM and the Supplier and shall require the insurer to defend both parties in such action.
- 6.3 All insurance must be in the form and amounts and with companies satisfactory to SFM, and shall contain the insurer's agreement to give 30 days' written notice to SFM before cancellation or material change of any policy of insurance.
- 6.4 Upon SFM's request, the Supplier must deliver up the policy or a copy thereof and certificates of insurance to SFM.
- 6.5 If the Supplier fails to maintain insurance, SFM may obtain such insurance and the Supplier will promptly reimburse SFM for any premium paid by SFM for such insurance.
- 6.6 The Supplier must upon the due date for payment provide SFM with a copy receipt for the payment of premiums due.

7. SUPPLIER WARRANTIES AND INDEMNITY

7.1 The Supplier warrants that:

It is the owner of the Seafood or is authorised to sell the Seafood on behalf of the owner;

- a) All Seafood supplied is packed and stored according to Sydney Fish Market Seafood Handling Guidelines, and will be fresh, in good condition and fit for human consumption when it arrives at the Premises for Auction, or in the case of Direct Sale, at the buyer's nominated premises, or sale on the Digital Platform;
- b) All Seafood will be accurately described as per (SFM's Seafood Handling Guidelines) on any consignment note or label and will not be under weight; and
- c) It will immediately inform SFM of any recall or official complaint in respect of any Seafood sold or offered for sale or of such defect or deterioration in quality as requires removal of any Seafood from sale or offer for sale.

7.2 The Supplier indemnifies SFM and holds SFM forever harmless from and against all direct or indirect actions, claims, demands, proceedings, costs, damages, expenses (including legal expenses on a solicitor and client basis), losses and liabilities brought or recovered against or incurred, suffered or sustained by SFM arising out of or in any way connected with any act, omission, breach, default, non-observance or non-performance of the Supplier under or in connection with these terms and conditions.

8. SERVICES PROVIDED BY SFM TO SUPPLIERS

8.1 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.

8.2 SFM may provide chiller and freezer facilities for storage of all Seafood consigned to SFM for sale by Auction or Direct Sale.

8.3 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.

8.4 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.

8.5 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.

8.6 SFM reserves the right to reject and/or seize and/or dispose of Seafood, which is under size, not fit for human consumption or otherwise, fails to comply with regulations applicable from time to time.

8.7 Where Seafood is found not to comply with SFM's sustainability principles, SFM reserves the right to reject the Seafood.

8.8 SFM provides plastic crates to Suppliers to package Seafood for the crate fee set out in the SFM Seafood Trading Rate Card. Plastic crates are intended for the sole purpose of transporting Seafood to and from the Premises by road.

8.9 SFM does not accept plastic crates that are assessed by SFM as damaged or deemed unfit for reuse.

9. BUYER OBLIGATIONS

9.1 In order to be eligible to Bid on Seafood at an Auction or purchase via Direct Sale an applicant must register to be a Buyer via the Buyer Application Form.

9.2 SFM may in its sole discretion accept or reject any Buyer Application Form. SFM may require further information from an applicant before determining whether to accept or reject a Buyer Application Form.

9.3 To become a registered Buyer, applicants must complete SFM's mandatory induction process, which includes acceptance of these Terms and Conditions and completion of all required documentation:

- a) Upon successful completion of the induction, applicants are granted access to the SFM tenancy and issued an SFM Card (and additional SFM Cards for each authorised agent), enabling them to participate as a Buyer at auction.
 - b) The Buyer's credit arrangements and Credit Limit remain subject to SFM approval and are unchanged, with approval determined at the absolute discretion of SFM.
- 9.4 SFM will only provide a Credit Limit to those Buyers who provide security to SFM in the form of a bank guarantee, personal guarantee, cash and / or security deposit for the purposes of securing moneys owed to SFM from time to time (**Guarantee**).
- 9.5 SFM will issue the Buyer with a logon identification number (Logon) for each and a PIN. The Buyer is responsible for the use of the SFM Card Logon and PIN and any indebtedness incurred on any of the Buyer's accounts held with SFM.
- 9.6 The Buyer acknowledges that the Logon and PIN may be used to (1) purchase Seafood at Auction or via Direct Sale, and (2) to gain access to invoices and removal dockets issued by SFM.
- 9.7 The Buyer acknowledges that the SFM Card may be used to receive and remove products purchased from or through SFM.
- 9.8 If an SFM Card is lost or stolen, or there is any suspected unauthorised access of the login details the Buyer must notify SFM by completing a Notification Form. Lost or stolen SFM Cards or any suspected unauthorised access of the login details may be notified to SFM by telephone as soon as the Buyer becomes aware. The Notification Form must be received by SFM by personal delivery, post, email or fax within 24 hours of any notification by telephone.
- 9.9 SFM has a sole discretion to charge the Buyer a nominal fee for the cost of replacing an SFM Card which has been lost or stolen.
- 9.10 The Buyer will not be liable for amounts fraudulently debited to the Buyer's account by use of the SFM Card or login after the Buyer has notified SFM of the loss of the SFM Card or any unauthorised access of the login details in accordance with term 4.8 and received written confirmation from SFM that the Buyer's Notification Form has been received.
- 9.11 In the event the Buyer does not notify SFM in accordance with term 4.8, SFM will not be responsible for any loss suffered by the Buyer or its authorised agents.
- 9.12 If a transaction is recorded in error on the Buyer's account or statement with SFM, the Buyer must immediately contact SFM and provide full details of the error. The Buyer will not be responsible for proven errors or fraud by SFM employees.
- 9.13 SFM may vary the conditions of use of the SFM Card at any time provided that the Buyer is given prior written notice of any variation. Written notice may be provided by SFM to the Buyer's registered address or by email.
- 9.14 Alternatively, SFM may place a notice in a prominent position at the Fish Market. Any variation will take effect 48 hours after notice has been placed at the Fish Market. Use of the SFM Card by the Buyer after notification will constitute acceptance of the variation by the Buyer.
- 9.15 The SFM Card may be cancelled by SFM without notice at any time.

10. AUCTION RULES

The Auction Rules are detailed in the SFM Seafood Trading Guidelines and may change from time to time at SFM's absolute discretion.

Suppliers and Buyers must familiarise themselves with the Auction Rules before participating in the Auction in their capacity as a Supplier and Buyer respectively.

11. PASSING OF TITLE

- 11.1 Title in the Seafood will pass from the Supplier to SFM, and subsequently from SFM to a purchaser, at the **Point of Sale** (as defined in the Auction Rules).
- 11.2 If for any reason whatsoever the Seafood is not sold at Auction, or by Direct Sale, or on the Digital Platform, title in the Seafood will not pass from the Supplier to SFM, and where applicable SFM may return such Seafood to the Supplier, or seize and dispose of such Seafood (where it is under size, not fit for human consumption or fails to comply with the SFM Seafood Handling Guidelines, SFM Responsible Sourcing Principles, any State health law or other law), as determined by SFM in its absolute discretion.

12. PASSING OF RISK

- 12.1 Risk (excluding liability for product quality due to a pre-existing condition, or any liability caused by a prior event) in each consignment will pass to SFM upon physical delivery of that consignment to the Premises, and will pass to a buyer at the Point of Sale.
- 12.2 SFM agrees to indemnify and keep the Supplier indemnified from and against any direct loss, cost, damage, liability or expense incurred by the Supplier which arises from the negligence or fault of SFM.

13. POINT OF DELIVERY TO BUYER

- 13.1 Product which has been sold will be deemed to be delivered to the Buyer at the **Point of Delivery** as defined in the Auction Rules.

14. PURCHASE PRICE

- 14.1 SFM will purchase the Seafood from the Supplier at the price determined by Auction, by Direct Sale or on the Digital Platform less a discount of the sale price to be retained by SFM as set out in the SFM Seafood Trading Rate Card. SFM will then sell the Seafood to the buyer at the price so determined.
- 14.2 SFM may vary the SFM rates and charges from time to time on one month's notice.
- 14.3 SFM must make payment of the proceeds of sale of Seafood supplied by the Supplier less any amounts deducted (as per these terms and conditions) to the Supplier by direct transfer to a nominated bank account ten days following the end of the trading week.
- 14.4 Payment advice must be accompanied by a Supplier Report.
- 14.5 If for any reason whatsoever the Seafood is not sold at Auction, or by Direct Sale or on the Digital Platform, the Supplier must pay to SFM such reasonable administrative charges as directed by SFM from time to time.
- 14.6 The Supplier agrees that GST will be payable by the Supplier on all taxable supplies provided by SFM to the Supplier.
- 14.7 SFM agrees that GST will be payable by SFM on all taxable supplies provided by the Supplier to SFM.

15. FEES AND CHARGES APPLICABLE TO SUPPLIERS

- 15.1 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 SFM Seafood Trading Rate Card. Overseas Suppliers are exempt from this requirement.

- 15.2 The Supplier must pay to SFM such other reasonable fees and charges for services provided by SFM to the Supplier from time to time, including fees charged for handling and clearing international supplied Seafood.
- 15.3 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 SFM Seafood Trading Rate Card.
- 15.4 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.
- 15.5 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 SFM Seafood Trading Rate Card.
- 15.6 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 SFM Seafood Trading Rate Card.
- 15.7 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.
- 15.8 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 SFM Seafood Trading Rate Card.
- 15.9 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 SFM Seafood Trading Rate Card.
- 15.10 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.

16. FEES AND CHARGES APPLICABLE TO BUYERS

- 16.1 A Buyer's fee is charged to a Buyer on top of the Auction Price or Direct Sale Price for all Seafood purchased by a Buyer at Auction or Direct Sale or on the Digital Platform as set out in the SFM Seafood Trading Rate Card.
- 16.2 SFM may charge the Buyer's account with any Government Agency rates, taxes or charges in respect of any transaction involving the use of the SFM Card (if applicable).
- 16.3 The Buyer must pay the balance of any account by cash, bank transfer, direct credit or cheque.
- 16.4 Accounts, other than extended terms accounts are payable within 7 days from the Friday of the week in which the transaction occurred (Due Date). If the Buyer fails

to pay an account by the Due Date, SFM may suspend or terminate the Buyer's account and charge the Buyer a dishonour fee and / or a late payment fee as set out in the SFM Seafood Trading Rate Card.

- 16.5 The Buyer will pay interest at the overdraft rate charged by the banking institution used by SFM from time to time plus the percentage fee calculated on daily balances on any amounts outstanding and owed to SFM after the Due Date as set out in the SFM Seafood Trading Rate Card.
- 16.6 In the case of payments which are not made in accordance with term 9.4, the Buyer will be in default of these Terms and Conditions and will be liable to pay default interest at a rate determined by SFM, from time to time on amounts owed to SFM from the Due Date. SFM may waive any interest if the amount owed is paid on or before the Due Date.
- 16.7 If the Buyer is in default, SFM may immediately call in the Guarantee.
- 16.8 If a Buyer exceeds its Credit Limit, SFM may block the Buyer from Bidding and block the Buyer's account from Auction or Direct Sale. If an account is blocked, SFM will not allow the Buyer to remove any Seafood from the Fish Market until the account is brought within terms.
- 16.9 Cash account Buyers are required to lodge a cash account deposit as set out in the SFM Seafood Trading Rate Card, which is refunded when the Buyer purchases Seafood at Auction at least once a week for a continuous period of 6 months. In the event a Buyer does not meet these requirements, SFM has the sole discretion to cancel the cash account and the SFM Card of the Buyer.
- 16.10 The Buyer will pay SFM all reasonable costs and expenses incurred by SFM or on its behalf including solicitor's fees on a solicitor/client basis in recovering or attempting to recover any amount due by the Buyer to SFM.

17. GST

- 17.1 In this clause "GST", the expressions Supplies and Tax Invoice have the meanings given to those expressions in the GST Act.
- 17.2 GST imposed under the GST Act may apply to Supplies made by the Supplier to SFM.
- 17.3 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.
- 17.4 SFM can issue Recipient Created Tax Invoices to the Supplier.
- 17.5 The Supplier will not issue Tax Invoices in respect of Supplies referred to in term
- 17.6 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.
- 17.7 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.
- 17.8 SFM will assist GST registered Suppliers 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.

18. CLAIMS

18.1 The responsibilities, process and costs relating to claims from either the Supplier and/or the Buyer are detailed in the Auction Rules – and are subject to change from time to time at SFM's absolute discretion.

19. FORCE MAJEURE

19.1 Neither SFM nor a Supplier or Buyer 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.

19.2 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.

19.3 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.

20. EXCLUSION OF LIABILITY

20.1 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.

20.2 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.

20.3 Both the Supplier and Buyer individually agrees that any of its vehicles entering the Fish Market enter at the sole risk and responsibility of the Supplier and Buyer respectively. SFM will not be responsible or liable in any way for any loss of or damage to the Supplier's or Buyer's vehicle or any of its contents as a result of or in connection with the presence on the Fish Market site however caused.

21. MAINTENANCE OF GOOD ORDER AND CONDUCT

21.1 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.

21.2 SFM has the right to issue a Supplier or Buyer 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.

22. PERSONAL INFORMATION

22.1 Italicised terms used in this term bear the meanings they have in the Privacy Act 1988 (Cth) as amended from time to time.

22.2 Both the Supplier and Buyer consent to SFM collecting personal information about the Supplier / Buyer, the Supplier's / Buyer's employees and agents, whether from the Supplier / Buyer or third parties (such as trade referees), for the purposes associated with providing the Supplier / Buyer with services. SFM may use the personal information in accordance with SFM's privacy policy which is available on request.

22.3 SFM's privacy policy sets out the extent of people's right to access their personal information held by SFM and the applicable conditions.

22.4 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.

22.5 If the Supplier / Buyer does not provide certain personal information, SFM may be unable to provide the Supplier / Buyer with services. The Supplier and Buyer each warrant that any personal information the Supplier / Buyer 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 / Buyer's breach of this term 15.

23. NOTICES AND COMMUNICATIONS

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

24. 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.

25. MODERN SLAVERY LAWS

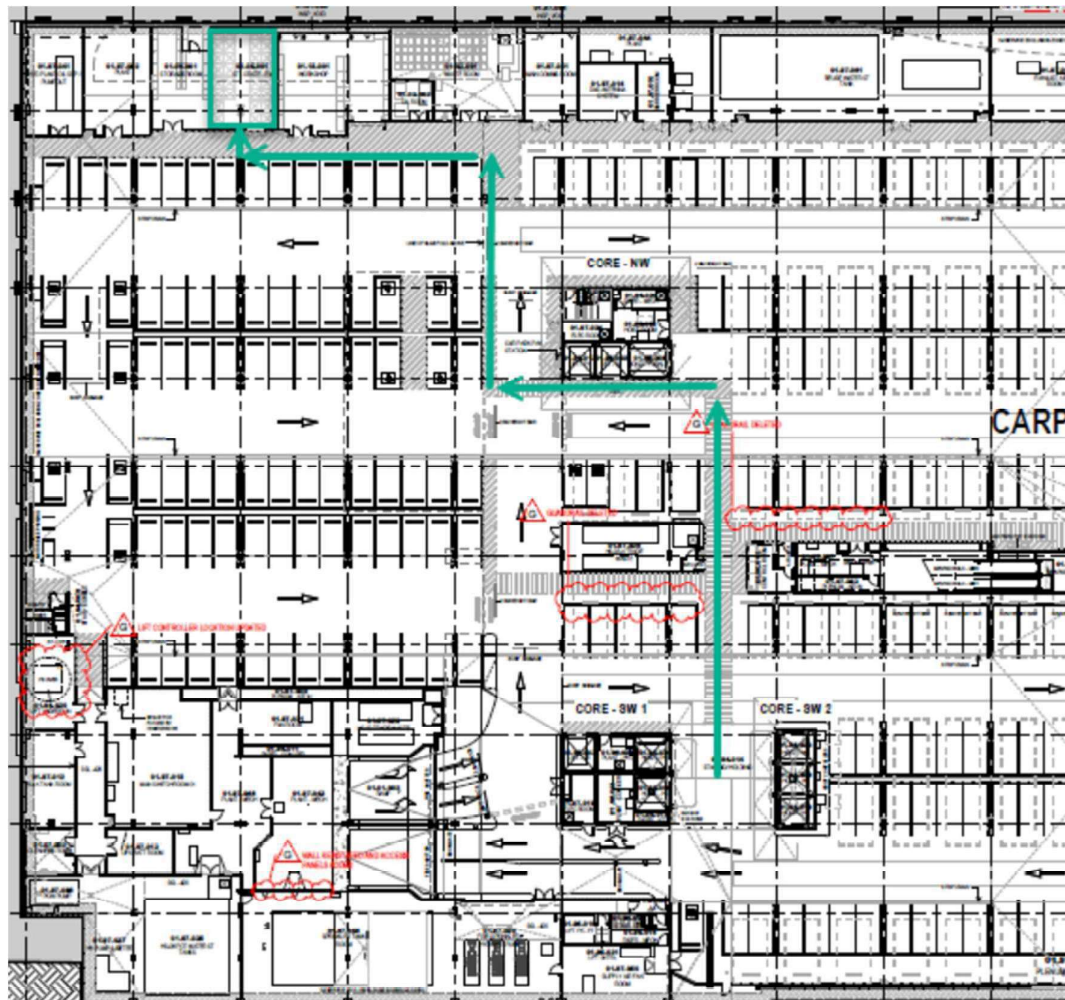
25.1 The Supplier and Buyer individually each represent, covenant and warrant that it shall at all times:

- (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 / Buyer 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.

25.2 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).

Appendix I- Buyers and Wheelers storage access and map.



Appendix J SFM Seafood Trading Rate Card

The SFM Seafood Trading Rate Card is the schedule of fees, charges, and applicable rates payable to SFM for services provided in connection with seafood trading, as published by SFM and amended from time to time.

The SFM Seafood Trading Rate Card will be reviewed annually, effective from 1 January each year, with a minimum of 30 days' prior written notice provided to Suppliers and Buyers.

The SFM Seafood Trading Rate Card:

- Is current and effective as at 1 April 2026 (unless otherwise indicated).
- To be read in conjunction with SFM Seafood Trading Guidelines and related terms and conditions, including SFM Policies.
- All rates **exclude** GST (unless otherwise indicated)



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