

# Managed Floor Services Terms and Conditions



Schedule		
Parties		
1. Client/s	TBC	
Duration		
2. Commencement Date	1 July or as notified by BCL when the Practice Support Assistant has been appointed.	
3. Initial Term	12 months from the Commencement Date.	
Renewal	This agreement continues month-to-month after expiry of the Initial Term.	
4. Service Hours	Practice Support - between 08:30 am to 5:00pm Monday to Friday (excluding public holidays). IT Support for managed printers / photocopiers is provided during Service Hours.	
Services		
Item	Description of Services	Fee
5. Practice Support Services Package	<p>Your Practice Support Services Package is inclusive of:</p> <p><b>Practice Support Assistant:</b></p> <ul style="list-style-type: none"> <li>Hours per week as per employment agreement</li> <li>Annual Leave coverage</li> </ul> <p><b>ArtBank</b></p> <ul style="list-style-type: none"> <li>Yearly art rental from ArtBank</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Additional floor insurance</li> </ul> <p><b>Electronic Subscriptions</b></p> <ul style="list-style-type: none"> <li>Thomson Reuters or equivalent</li> </ul> <p><b>Consumables :</b></p> <p>General consumables</p>	Your individual monthly contribution to the complete Practice Support Services Package is as per <b>Appendix 1.</b>

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	<p>Lease and IT support for printers/ photocopiers</p> <ul style="list-style-type: none"> <li>• 2 x high-speed multi-function printer/scanner/fax connected to BCL Network</li> <li>• Printer consumables (paper/toner) are recovered via Papercut on a user pays basis: <ul style="list-style-type: none"> <li>▪ A4 Black and White 2c per print</li> <li>▪ A4 Colour 8c per print</li> <li>▪ A3 Black and White 4c per print</li> <li>▪ A3 Colour 15c per print</li> </ul> </li> </ul> <p><b>Document destruction</b></p> <p><b>Management fee</b></p> <p>In order for BCL to provide and administrate Practice Support we charge a 20% management fee to the total cost of the services provided.</p>	
<b>Miscellaneous</b>		
<p>7. Establishment Fee</p>	<p>Flat fee charged by BCL and includes; scope role requirements, develop position description, advertise the position, manage applications and first round interview process, refer short list for second round interview by barrister interview panel, reference check, police/ background check and formulate offer documents. One off fee, amortized over 12 months.</p> <p>From time to time partnering with a specialist recruitment agency may be required which will attract costs in excess of the BCL Establishment Fee and which may require lump sum payment. BCL will consult with the client if this situation arises.</p>	<p><b>\$5000</b> shared as above</p>
<p>8. Reestablishment Fee</p>	<p>Flat fee charged by BCL for the above services in the circumstances set out in clause 8.3.</p> <p>From time to time partnering with a specialist recruitment agency may be required which will attract costs in excess of the BCL Establishment Fee and which may</p>	<p><b>\$5,000</b> shared as above</p>

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	require lump sum payment. BCL will consult with the client if this situation arises.	
9. Additional Leave Coverage	Coverage for personal, carer's, study leave and other statutory leave available if required through BCL's external service provider.	External provider cost.
10. Termination Cost	See clause 8.1.	

EXAMPLE

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## 1. Appointment

- 1.1. The Client appoints BCL to provide the Services for the Term, and BCL accepts the appointment on the terms and conditions of this Agreement.

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## 2. Standard of services

- 2.1. BCL will provide the Services in a diligent, proper and business-like manner.
- 2.2. BCL will at all times comply with all Laws applicable to it, the conduct of its business and its obligations under this Agreement.

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## 3. Practice Support Assistant

- 3.1. The Practice Support Assistant will carry out the Practice Support Duties during the Service Hours. If Practice Support Services are required by the Client outside the Services Hours that result in an additional cost for BCL, then those additional services must be agreed by BCL in advance, and an additional service fee agreed.
- 3.2. BCL will provide the Practice Support Assistant with a desk phone and computer with a vicbar.com.au email address linked to BCL's Network, at no additional cost to the Client.
- 3.3. The Practice Support Assistant is entitled to take four (4) weeks annual leave per calendar year within the Term, and is entitled to such statutory and contractual leave provided for by the *Fair Work Act 2009* (Cth) and his or her employment contract.
- 3.4. Cover for four (4) weeks annual leave will be incorporated into the Practice Support Services Package (item 5.). A suitably skilled temporary worker will be sourced from an external labour hire provider.
- 3.5. The Client and the Client's Group will be consulted regarding the period of the Practice Support Assistant's annual leave. The Client agrees:

- a) not to unreasonably withhold his or her consent to a particular period or periods of annual leave, and
  - b) that in the absence of a response from the Client, or a consensus from the Client's Group, BCL may in its capacity as the Practice Support Assistant's employer, exercise its reasonable discretion to grant an annual leave request.
- 3.6. Coverage for personal, carer's, study leave, Leave With Out Pay (LWOP) and other statutory leave is available if required through BCL's external service provider at an additional cost. A suitably skilled temporary worker will be sourced from an external labour hire provider.
  - 3.7. The Client acknowledges that:
    - a) the Services are provided to the Client in common with the other Group members, and that the Client is not guaranteed any exclusive or priority use of the Services; and
    - b) the Practice Support Assistant may prioritise the provision of Practice Support Duties to achieve the best practical outcome for the Client and other members of the Client's Group.
  - 3.8. The Client will notify BCL of any performance or conduct issues with the Practice Support Assistant and will cooperate with BCL in conducting any performance management reviews or disciplinary procedures.
  - 3.9. Nothing in this Agreement prevents BCL from performance managing or disciplining a Practice Support Assistant during the Term and this Agreement is without prejudice to a Practice Support Assistant's rights under his or her employment contract with BCL.

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## 4. Client Commercial Information

- 4.1. The Practice Support Assistant will keep confidential, and will not copy, disclose or otherwise use, any Client Confidential Information, except as expressly authorised by the relevant Client.
- 4.2. In this clause "Client Confidential Information" means any information obtained by the Practice Support Assistant in the course of the employment with BCL, relating to one of the Clients or a client of the Clients, and any other information which is confidential in nature

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## 5. Client obligations

- 5.1. The Client must:
- a) Assist BCL in the provision of a safe working environment; cooperate with BCL in addressing any health and safety issues; and assist BCL to ensure compliance with health and safety Laws;
  - b) cooperate with BCL in the provision of the Services, including providing instructions and information when reasonably requested;
  - c) comply with all Laws relating to bullying, equal opportunity, anti-discrimination and sexual harassment, and must ensure that no Practice Support Assistant is exposed to inappropriate behaviour while performing work for the Client; and
  - d) not do or omit to do anything that would cause BCL to breach any statutory or common law duties owed to a Practice Support Assistant under any law applicable to a Practice Support Assistant's employment with BCL.
- 5.2. Unless stated otherwise in this Agreement, the Client will be responsible for any expenses incurred

by the Client, or reasonably incurred by a Practice Support Assistant in carrying out the Practice Support Duties for the Client.

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## 6. Nature of relationship

The parties acknowledge that at all times during the Term:

- 6.1. the Practice Support Assistant will remain an employee of BCL or an associated entity of BCL and may also be required to perform certain activities for BCL or an associated entity of BCL from time to time; and
- 6.2. nothing in this Agreement will be taken, or is intended to be taken, to give rise to an employment relationship between the Client and a Practice Support Assistant.

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## 7. Term and termination

- 7.1. This Agreement begins on the Commencement Date, and following expiry of the Initial Term, continues until cancelled in accordance with this clause.
- 7.2. After expiry of the Initial Term, either party may cancel this Agreement 'without cause' by giving 30 days written notice to the other party.
- 7.3. BCL may terminate this Agreement, or just the Practice Support Assistant Services, with 30 days' notice immediately if (for any reason), the Practice Support Assistant's employment with BCL terminates.

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## 8. Consequences of termination

- 8.1. If the Client terminates this Agreement in circumstances where sufficient other members of the Client's Group also terminate their practice support Agreements, and if as a consequence, in BCL's reasonable opinion, this results in the redundancy of the Practice Support Assistant, the Client agrees to pay its Share of the Termination Cost.
- 8.2. Subject to clause 8.6, if the Practice Support Assistant's employment contract with BCL terminates within the Initial Term for any reason (other than

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a material breach by the Client or another Group member) BCL will:

- a) supply a replacement Practice Support Assistant at no additional charge to the Client; and
- b) if required, provide a temporary Practice Support Assistant to the Client, until a replacement Practice Support Assistant is supplied in accordance with clause 8.2

8.3. If the Practice Support Assistant's employment contract with BCL terminates after the Initial Term for any reason (other than a material breach of this Agreement by BCL), BCL will:

- a) supply a replacement Practice Support Assistant and the Client will be liable to pay its Share of the Reestablishment Fee, amortized monthly over twelve months; and
- b) if required, provide a temporary Practice Support Assistant to the Client, until a replacement Practice Support Assistant is recruited in accordance with clause a) above.

8.4. For the avoidance of doubt, termination of a Practice Support Assistant's employment with BCL will not result in the termination of this Agreement, unless a party elects to provide notice of termination in accordance with clause 7.2.

8.5. If this Agreement terminates for any reason while instalments of an Establishment or Reestablishment Fee are outstanding, the whole amount of those fees will become due and payable upon termination.

8.6. Notwithstanding clause 8.2, if immediately prior to the Commencement Date, BCL was providing services similar to the Services that included Practice Support Duties with the same Practice Support Assistant under another agreement, the termination of a Practice Support

Assistant's employment during the Initial Term shall be deemed a termination outside the Initial Term and clause 8.3 shall apply.

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### 9. Payment and invoicing

9.1. In return for providing the Services, the Client will pay to BCL the Services Fee.

9.2. BCL will send the Client a tax invoice each month:

- for Services to be provided in the forthcoming month; and
- Monthly consumables and metered services budget contributions

9.3. Each invoice is payable within 30 days of the invoice date.

9.4. Where another Group member vacates their room, and that room remains vacant for a period of 1 or more days, the Client acknowledges and agrees that BCL may temporarily increase the Service Fee by such amount as is reasonably necessary to cover the costs of the services fee previously paid by that other Group member, until such time as a new client is found for that room and that new client executes an Agreement with BCL on the same or similar terms as this Agreement.

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### 10. Fee changes

10.1. The Client agrees that the cost to BCL of the Practice Support package may increase at least annually, and may increase at other times due to:

- a) wage reviews, as contained in the Practice Support Assistant's employment terms;
- b) incremental movements of a Practice Support Assistant within a classification or competency-based progression, where applicable; and
- c) higher duties arrangements.
- d) material change in metered services and/or consumables

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10.2. BCL may pass on any increase in cost of the nature specified in clause 10.1 if BCL has given the Client 30 days written notice of the increase

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### 11. GST

- 11.1. Unless the context requires otherwise, words and phrases used in this clause 11 that have a specific meaning in the GST law (as defined in the GST Act) will have the same meaning in this clause 11.
- 11.2. If GST is payable, or notionally payable, on a supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the GST Amount). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- 11.3. Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability incurred, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- 11.4. If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- 11.5. This clause will continue to apply after the expiration or termination of this Agreement.

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### 12. General

- 12.1. Notices given to a party in accordance with this Agreement must be given in writing (including by email)

and will be deemed to have been delivered to the addressee:

- a) if by delivery in person, when delivered to the addressee;
- b) if by post, on delivery to the addressee's registered office, chambers or clerk's office; or
- c) if by email transmission:
- d) to a vicbar.com.au or bcl.net.au email address, when sent by the sender;
- e) if by email to another email domain, when received by the recipient.

#### 12.2. Governing law and jurisdiction

The laws of Victoria govern this Agreement. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

#### 12.3. Assignment

No party may assign, transfer or novate this Agreement or any right or obligation under this Agreement without the prior written consent of the other party.

#### 12.4. Waiver

Any failure or delay in the exercise of a right arising from a breach of this Agreement or a right, power, authority, discretion or remedy created or arising upon default under this Agreement does not result in a waiver of that right, power, authority, discretion or remedy.

#### 12.5. Variation

BCL may vary the terms of this Agreement after the Initial Term by giving at least 30 Days written notice of the changes.

Any other variation of this Agreement must be in writing and signed by the parties.

#### 14.6 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

#### 14.7 Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

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14.8 Counterparts and electronic signatures  
This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. This Agreement may be signed electronically by either party.

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### 13. Glossary

**Agreement** means the agreement comprising these terms and conditions, together with the Schedule and any annexures.

**BCL** means Barristers' Chambers Limited

**Business Day** means a day (other than a Saturday, Sunday, or public holiday) in Melbourne when the banks are customarily open for business.

**Client** means the person identified in Appendix 1 of the Schedule.

**CPI** means the Australian 'All Groups' CPI Index (8 capital city average) percentage increase for the 12 months ending in the month in which the anniversary of the Commencement Date of this Agreement falls.

**Commencement Date** means the date specified in Item 2 of the Schedule, or as notified to the Client in writing by BCL.

**Day** means a period of 7.6 hours unless otherwise specified.

**Employment Agreement** means the agreement between BCL and the Practice Support Assistant.

**Establishment Fee** means the fee specified in Item 7 of the Schedule.

**Group** means the group of barristers (as varied from time to time) to which the Client belongs, who together acquire and pay a share of the cost of, the Services. It may or may not be the same as a group registered for the purposes of the Chambers Allocation Policy.

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

**GST Amount** has the meaning given in clause 11.

**Initial Term** means the period specified in Item 3 of the Schedule.

**Law** means any relevant legislation, regulations or orders of the Commonwealth of Australia or any State or Territory in Australia.

**Metered Services** means that part of a Service that is calculated by reference to a piece or activity, such as a cost per print, or Consumables ordered.

**Practice Support Assistant** means a person employed by BCL to perform the Practice Support Duties for the Client's Group during the Term.

**Practice Support Assistant Fee** means the amount specified in Item 5 of the Schedule that is payable by the Client to BCL for the provision of a Practice Support Assistant during the Term.

**Practice Support Duties** means those duties set out in Appendix 2.

**Practice Support Package** refers to the total service package provided by BCL which may include a Practice Support Assistant, metered services and consumables.

**Reestablishment Fee** means the fee specified in Item 8 of the Schedule.

**Service Fee** means the monthly amount specified in Item 5 of the Schedule (which includes the Practice Support Assistant Fee), plus any additional fees applicable, such as the Establishment Fee, a Reestablishment Fee, or an additional leave cover fee.

**Services** means the Services identified in the Schedule as being provided to the Client and includes the Practice Support Duties.

**Share** in the context of a Client's share of a fee or cost, means (unless specified in another more particular way), the share calculated in the same manner as the Client's share of the overall cost of the Practice Support Assistant or Service Fee is calculated,

**Term** means the Initial Term, and any continuation thereof.

**Termination Cost** means the redundancy and related payments BCL is obliged to make to a Practice Support Assistant, as outlined in the National Employment Standards (NES) of the Australian Fair Work Act 2009 reference to the Term or any period prior to the Term



**Appendix 1. Cost per client**

<b>Chamber</b>	<b>Client</b>	<b>Monthly cost (excl. GST)</b>
<b>TBA</b>	<b>TBA</b>	<b>TBA</b>

**Appendix 2. Practice Support Duties**

General Practice Support duties include:

- Meet and greet visitors to the floor, including other professionals, their clients, contractors and suppliers
- Liaise with the BCL service desk for maintenance, IT and other issues
- Understand and assist with BCL initiatives, products and services
- Maintain a high standard of presentation on the floor
- Maintain kitchen cleanliness and supplies and arrange catering as required
- Manage photocopier, including billing and maintenance
- Be the floor's fire warden, first aid and safety officer
- Arrange bookings for arbitration/mediation, conference calls, meeting rooms etc.
- Provide feedback to the landlord, including suggestions for improvement.
- Manage couriers, post and recycling
- Other activities as directed including legal administrative tasks as agreed