



BARRISTERS' CHAMBERS LIMITED

CHAMBERS ALLOCATION POLICY

AS AMENDED IN OCTOBER 2009 TO INTRODUCE THE REGISTERED GROUP POLICY OF THE VICTORIAN BAR

1 SENIORITY PRINCIPLE AND EXCEPTIONS

1.1 Chambers (Rooms) will be allocated according to seniority at the Victorian Bar ("the Seniority Rule").

Seniority at the Victoria Bar shall for the purposes of this Chamber Allocation Policy be determined –

1.1.1 In the case of members of the inner Bar, from the date on which they were appointed Senior Counsel or Queens Counsel. (Members of the inner Bar take absolute precedence over junior counsel).

1.1.2 In the case of junior counsel, from the date on which they signed the Roll of Counsel.

1.1.3 In the case of all members the period or "total year count" whilst an active member of Practising Council - Division A, 1.

1.1.4 (The "total year count" equals the number of years at the Bar from the date of signing the Bar Roll e.g. signed roll May 1990 calculation date May 2000, total year count equals 10, if a member signed the same day then order as indicated by Bar roll number provides the order of precedence).

1.1.5 BCL may exercise its discretion to allocate the chambers without reference to the above.

1.2 Save for a move to a less expensive room a tenant will not be allocated an alternative room while the tenant's account with Barristers' Chambers Limited ("BCL") is outside BCL's normal terms of trade.
The following exceptions to the Seniority Rule may be allowed by BCL from time to time:

1.3 Group Applications

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- 1.3.1 Where BCL establishes new chambers, it may seek group applications for a particular area or floor;
- 1.3.2 If existing rooms fall vacant, or substantially vacant, or where BCL is unable to let a sufficient number of rooms on a floor, or in a particular area, in accordance with the usual policy, BCL may designate those rooms for group applications.
- 1.3.3 If there is competition between groups for rooms in respect of which group applications may be made, BCL will exercise its discretion to allocate the room, or group of chambers, by reference to the following factors:

- 1.3.3.1 Whether the group proposes to occupy the whole floor;
- 1.3.3.2 Whether the group has an appropriate balance of seniority.
- 1.3.3.3 If each group has an appropriate balance, preference will be given to the group which has, amongst the most senior 20% or a minimum of 5 of its members, the greatest seniority according to the Seniority Rule. In special circumstances, BCL may exercise its discretion to allocate the group of chambers without reference to [clauses 1.3.3.1, 1.3.3.2 and 1.3.3.3](#)

- 1.3.4 Acceptance of a Group offer:

An offer to a group will require the payment in full of a deposit by each member of the group at a time acceptable to BCL. If payment in full is not received by the specified time the next most senior group will be offered the area or floor.

The deposit is calculated by applying the proposed rent for chambers based on the BCL approved plans as follows:

Senior council - 4 month's rent
Junior Council - 2 month's rent

This deposit will be refunded over the required time frame by applying the deposit against the monthly rent component only, following occupation. If the intending tenant fails to take occupancy, BCL may at its discretion withhold the refund.

- 1.3.5 Subject to [clause 1.3.2](#), where not less than four barristers occupying not less than four room tenancies located on the same floor wish to be registered as a group for the purposes of the Chambers Allocation

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- 1.3.6 Policy, those barristers may apply in writing to BCL to be registered as a group (the “Group”).
- 1.3.7 The Group may apply for registration if:
- 1.3.7.1 the Group comprises not less than four barristers who occupy not less than four room tenancies located on the same floor; and
 - 1.3.7.2 the rooms of the members of the Group are reasonably proximate to one another (for example, separated by no more than one room, or opposite one another), (“The Registration Criteria”).
- 1.3.8 The application must be in the form set out in [clause 7](#) and:
- 1.3.8.1 be signed by each of the barristers;
 - 1.3.8.2 specify their room numbers;
 - 1.3.8.3 contain a statement that the members of the Group wish to be registered as a group for the purposes of the Chambers Allocation Policy; and
 - 1.3.8.4 nominate and provide email and telephone contact details for a Group Representative and Deputy Group Representative for the purposes of communications between BCL and the Group.
- 1.3.9 If an application for registration as a Group is in order, BCL shall register the group as such, and shall maintain a register of groups for that purpose.
- 1.3.10 Where at any time it is proposed that an additional barrister be added to a Group (in circumstances where the Registration Criteria would remain satisfied with the addition of the barrister), then the members of the Group including the additional barrister shall complete the form in [clause 7](#) and provide it to BCL which shall update its records accordingly. For the purpose of this provision, the Group Representative or Deputy Group Representative may sign the form for any existing Group member if that member has authorised him or her to do so.
- 1.3.11 Where at any time a barrister (while remaining in his or her room) wishes to leave a Group, then the barrister or the Group Representative or the Deputy Group Representative shall so notify BCL which will update its records accordingly (by removing the barrister and his or her room from the Group). If the Group ceases to satisfy the Registration Criteria as a result of the barrister leaving the Group, then BCL shall deregister the Group.

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- 1.3.12 It is the responsibility of the Group to ensure that the contact details for the Group Representative and Deputy Group Representative, as provided to BCL remain up to date.
- 1.3.13 Where a room occupied by a member of a registered Group becomes vacant, the room shall be advertised by BCL. BCL's advertisement for that room will make clear that it forms part of a registered Group and that it will be allocated in accordance with the Registered Groups provisions of the Chambers Allocation Policy.
- 1.3.14 In the event that, at the close of the advertising period, more than one applicant has applied for the room, BCL shall by email notify the Group Representative and Deputy Group Representative of the registered Group of the names of the applicants for the room and allow the Group a period of three business days in which to nominate the applicant who the Group wishes to be allocated the room. If the Group (through the Group Representative or, in the absence of that person, the Deputy Group Representative) nominates (such nomination to be by email) one of the applicants within the time allowed, then that applicant shall be allocated the room. In the event that that applicant declines the offer of the room, and there is more than one other applicant for the room, BCL shall by email notify the Group Representative and Deputy Group Representative of the registered Group of this, and allow the Group a further period of one business day in which to nominate one of the other applicants who the Group wishes to be allocated the room. If the Group (through the Group Representative or, in the absence of that person, the Deputy Group Representative) nominates (such nomination to be by email) one of the other applicants within the time allowed, then that applicant shall be allocated the room.
- 1.3.15 If there is only one applicant for the room at the close of the advertising period, or if the Group Representative (or, in his or her absence, the Deputy Group Representative) does not nominate any of the applicants within an applicable timeframe under [clause 1.3.14](#) above, then the usual rules for the allocation of rooms shall apply. The room's occupant shall be a member of the Group unless he or she, or the Group, notifies BCL by email to the contrary. In the event that the new occupant or the Group notifies BCL that the new occupant will not be a member of the Group, and as a result the Registration Criteria cease to be satisfied, then BCL shall de-register the Group.
- 1.3.16 BCL's responsibility to notify the Group Representative and Deputy Group Representative of the registered Group in accordance with [clause 1.3.14](#) above will be discharged upon communication of the names of applicants for a group room to the email address of the Group Representative and Deputy Group Representative as notified to BCL pursuant to [clauses 1.3.8 and 1.3.9](#) above. It is the responsibility of the Group Representative and Deputy Group Representative to ensure that

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they make alternative arrangements for communication to the Group of applicants for group rooms if they are likely to be absent or not contactable on the email addresses provided for any reason.

1.3.17 Notwithstanding the above provisions, where a room which is part of a registered Group becomes vacant, and the Group (through its Group Representative or, in his or her absence, the Deputy Group Representative) notifies BCL by email that the Group wishes the room

to be allocated to a current member of the registered Group, the room shall be so allocated without the need for the room to be advertised.

1.3.18 Where there is a change to the composition of a Group pursuant to any of the above clauses, the Group Representative or, in his or her absence, the Deputy Group Representative shall forthwith provide BCL with an updated list of the members of the Group and their rooms, and BCL shall update its records accordingly.

1.3.19 Notwithstanding [clause 6.13](#), for the purposes of this exception notices shall be given by email.

1.3.20 If any issue arises in relation to the application or operation of this exception which is not specifically provided for, then the issue shall be determined by BCL.

1.3.21 It is not permissible for a Group to require any applicant to pay or for an applicant to pay a sum of money, or for a group to require an applicant to make or for an applicant to make a financial contribution beyond the reasonable cost of contributing to any shared resources, as the price for gaining the group's support under this Policy.

Notes:

- a. This exception has been introduced with the object of developing and maintaining groups of barristers or 'floor communities' and, in particular, to promote a healthy 'mix' of different seniority levels within a group.*
- b. Although the minimum number of persons required to form a group has been set at four, it is considered desirable that, where possible, the group comprise all of the barristers on a floor or segment of a floor.*
- c. It is the responsibility of a registered Group to make its own internal arrangements as to the process by which it will decide which applicant to support in the event that there is a vacancy within the rooms occupied by the group and there is more than one applicant for that room.*

1.4 Room Expansion

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Subject to [clause 1.3](#), when practicable BCL may allow a tenant to take the tenancy of an adjacent vacant room in order to enlarge his or her chambers.

1.5 Additional Rooms

Subject to [clause 1.3](#), where practicable BCL may allow a tenant or a group of tenants to take the tenancy of a nearby room for use for library, storage or conference room facilities. 1.6 Shared Facilities Subject to [clause 1.3](#) -

- 1.6.1 Where a group of tenants share facilities and a member of the group vacates his or her room, BCL may allocate that room to another tenant within the group provided that all the remaining tenants in the group agree to the allocation.
- 1.6.2 In considering whether to allocate a room in accordance with [clause 1.6.1](#), BCL will take into account the extent of that tenant's contribution to the shared facilities, the duration of the sharing arrangements and the proximity of the rooms within the group.
- 1.6.3 It is not permissible for a group to require any applicant to pay or for an applicant to pay a sum of money, or for a group to require an applicant to make or for an applicant to make a financial contribution beyond the reasonable cost of contributing to any shared resources, as the price for gaining the group's support under this exception or this Policy generally.

1.7 Common Facilities

Subject to [clause 1.3](#) -

- 1.7.1 Where a group of tenants have established facilities for the common benefit of the group, BCL may if requested by the group advertise the cost of the facilities when advertising rooms in the group.
- 1.7.2 Where such a request is made, the group will provide to BCL precise details of the cost of the common facilities which the group requests be assumed by any applicant for chambers and BCL may advertise those costs when advertising vacant chambers in the group.
- 1.7.3 Where there is more than one applicant for rooms in the group, BCL may give priority to the most senior applicant who agrees to assume responsibility to contribute equitably to the cost of the common facilities.
- 1.7.4 It is not permissible for a group to require any applicant to pay or for an applicant to pay a sum of money, or for a group to require an applicant to make or for an applicant to make a financial contribution beyond the

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reasonable cost of contributing to any shared resources, as the price for gaining the group's support under this exception or this Policy generally.

1.8 Special Circumstances

In special circumstances, BCL may allocate a room otherwise than in accordance with the seniority rule.

1.9 Sub-letting Tenant

A sub-letting tenant will not be considered as a tenant for the purpose of the application of the registered Group and shared/common facilities exceptions outlined in this Chambers Allocation Policy.

1.10 In general there will be no departure from the Seniority Rule unless the availability of the room has been advertised.

1.11 Notwithstanding the foregoing, in general BCL will permit the direct swap of tenancies between one tenant and another within a floor, quadrant and suite. Any application to swap tenancies must confirm that at least seven days' notice of the proposed swap has been given to all other members of the floor, quadrant or suite.

2 LIABILITY TO PAY RENT, ALTERATIONS, RENTALISATION AND REINSTATEMENT

2.1 Upon allocation of a room the successful applicant becomes liable to pay rent, unless the room is not at the time in a condition regarded by the Accommodation Officer of BCL as being tenable.

2.2 If a barrister wishes to make alterations to a room, or to install fittings or fixtures, a written application must be made to BCL supported, if necessary, by appropriate plans and quotations, subject to [clause 8](#).

2.3 The outgoing tenant shall be liable to continue to pay rent for the room until it has been put by the outgoing tenant in a condition regarded by the Accommodation Officer of BCL as being tenable.

2.4 A person allocated a room will not in general be required, as a condition of allocation of the room, to offer to purchase any fitting which is the property of the outgoing tenant.

2.5 If the incoming tenant does not wish to purchase any such fittings then it is the obligation of the outgoing tenant to remove them and to make good the room, subject to [clause 8](#).

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- 2.6 As a condition of the allocation of a room, BCL may require the applicant:
- 2.6.1 to contribute in accordance with existing arrangements where the outgoing tenant shared secretarial, library and common area facilities;
 - 2.6.2 to acquire at reasonable cost the outgoing tenant's share of common secretarial equipment, computer equipment, library facilities and the like; and
 - 2.6.3 to assume responsibility on terms satisfactory to BCL for the outgoing tenant's liability under any loan or lease entered into with any Bank or other financial institution, for equipment, facilities and improvements in the common area and in the room.
- 2.7 BCL may grant or withhold permission for the alterations or additions proposed and in deciding the matter will take into account:
- 2.7.1 the views of any landlord, relevant architect, engineer or the like;
 - 2.7.2 the expense of the alterations or additions proposed;
 - 2.7.3 the effect of the alteration or addition on the likelihood of the room being able to be let to others;
 - 2.7.4 the means by which the alterations are to be funded.
- BCL may fund such items as bookshelves, secretarial workstations and alterations to partitioning. Items such as free standing items of furniture including desks, chairs, side tables, coffee tables, free standing lamps and objects that will usually be excluded from the items to be funded on this basis.
- 2.8 In considering whether to permit rentalisation of such costs the Board will take into account:
- 2.8.1 the cost of the alterations;
 - 2.8.2 if the premises are leased by BCL, the term of the lease then in force;
 - 2.8.3 the impact of the additional rent upon the likelihood of the room being able to be let to others.
- 2.9 The terms and conditions of each tenancy are set out in [clause 6](#) to this Policy.

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3 SUB-LETTING OF CHAMBERS

- 3.1 Any application to sub-let chambers must be in writing, addressed to the Company Accommodation Officer of BCL and must set out the duration of the proposed sub-letting and the reasons for the application.
- 3.2 In general, an application to sub-let chambers will not be permitted where:
- 3.2.1 the term of the proposed sub-letting is less than 12 weeks or more than one year;
- 3.2.2 there is at the time of the application any existing breach of the terms of the tenancy of the room in question;
- 3.2.3 the applicant fails to notify the Accommodation Officer of BCL of the name of the proposed sub-tenant;
- 3.2.4 subject to the Board's discretion, a tenancy that is sub-let will be terminated after a maximum period of 24 months.
- 3.3 Subject to [clauses 3.1 and 3.2](#), BCL will determine whether the application shall be granted and if so whether to impose any, and if so, what conditions.
- 3.4 In reaching its decisions BCL will take into consideration:
- 3.4.1 the availability of other rooms to be leased from BCL;
- 3.4.2 the degree of compliance with the terms of the tenancy of the rooms in question;
- 3.4.3 any impact upon tenancies of other rooms leased from BCL on the same floor as the room in question;
- 3.4.4 the length of time that each of the applicant and the proposed subtenant has been a member of the Victorian Bar;
- 3.4.5 the purpose for which the applicant wishes to sub-let his or her room.
- 3.5 BCL may grant an application to sub-let on conditions.

4 SHARING OF CHAMBERS

- 4.1 A barrister to whom a room has been allocated may apply to BCL to share his or her room with one or more other nominated barristers.

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- 4.2 Any two or more barristers may apply to BCL for the allocation to them of a room to share and, for this purpose generally their priority shall be based upon the seniority of the most senior of them.
- 4.3 An application to share a room or for the allocation of a room to be shared, must be made in writing addressed to the Accommodation Officer of BCL and include the undertaking referred to in [clause 4.3.1](#) hereof.
- 4.3.1 An application to share chambers will not be approved by BCL unless each tenant undertakes that he or she will on a bona fide basis use or occupy the room for or in connection with his or her practice as a barrister.
- 4.3.2 BCL may terminate a shared tenancy to which the undertaking set out herein applies on one month's notice in writing to the tenants if, in the opinion of the Board of Directors of BCL, any tenant has failed to comply with the undertaking referred to herein.
- 4.4 An application to share chambers will not be approved by BCL where in the opinion of the Board of Directors the room is unsuitable for sharing by reason of its size or location or that the sharing may adversely affect the amenity of other tenancies, or for any other reason.
- 4.5 The barristers sharing a room are jointly and severally liable to BCL for the full amount of the monthly rent.
- 4.6 BCL may terminate a shared tenancy on one month's notice in writing to the tenants if, in the opinion of the Board of Directors of BCL, such sharing adversely affects the amenity of other chambers.
- 4.7 Upon termination of an approved shared tenancy, if the most senior tenant desires to continue to occupy the room then he or she may do so and may make a further application under these rules to share the room with one or more other barristers.
- 4.7.1 If, upon termination of an approved shared tenancy, the more senior tenant does not desire to continue to occupy the room then (provided that the
- 4.7.2 joint tenancy had subsisted for at least twelve months) it shall be offered serially to the next most senior tenant, until it is accepted or all tenants have been offered the room.

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5 PARENTAL LEAVE RENT SUBSIDY – PROCEDURE

- 5.1 Any requests for rent subsidy must be in writing and directed to the Manager, Finance and Membership, of the Victorian Bar.
- 5.2 The Manager, Finance and Membership, will consider the request in relation to the criteria approved by the Victorian Bar Council for the rent subsidy.
- 5.3 If the application is approved, the Manager, Finance and Membership, will:
- 5.3.1 advise the applicant in writing of the approval;
 - 5.3.2 forward a copy of the approval letter to the Accommodation Officer of BCL as authority for the Bar to be charged with the amount of the subsidy; and
 - 5.3.3 separately account for the rent subsidy in the financial statement of the Victorian Bar Inc.
- 5.4 If the application is not approved, the Manager, Finance and Membership, will advise the applicant in writing.

6 TERMS AND CONDITIONS OF TENANCIES OF MEMBERS OF THE VICTORIAN BAR

- 6.1 Monthly Tenancies
- 6.1.1 Unless otherwise agreed, each tenancy is on a calendar monthly basis with recurring periods commencing on the first day of each month.
- 6.2 Rent
- 6.2.1 A tenant must pay rent and the GST attributable, to Barristers' Chambers Limited ("BCL") -
 - 6.2.1.1 at the rate per calendar month specified in the advertisement of the chamber allocated to the tenant, or as notified to the tenant from time to time;
 - 6.2.1.2 calendar monthly in advance;
 - 6.2.1.3 subject to [clause 6.2.1.4](#) by way of a bank periodic payment on the first day of each calendar month pursuant to a payment authority or order given by the tenant to a bank;
 - 6.2.1.4 where the Accommodation Officer of BCL consents, by cheque payable to BCL.

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6.3 Costs and Expenses

6.3.1 A tenant is liable for all costs and expenses (including bank charges and fees) incurred by BCL by reason of any default in the observance of the terms and conditions of tenancy.

6.3.2 Where a tenant leases a room which form part of a group of chambers which has established common facilities for the benefit of the group and the tenant has agreed to assume responsibility for the costs of the common facilities, the tenant must pay those costs.

6.3.3 Signage

An incoming tenant is responsible for all signage charges relating to the inclusion of their name or the name of their reader or secretary on the floor and in lobbies. The charge may include the replacement of other tenant's signage where replacement is required to insert the incoming name and room number. The incoming tenant is responsible for all charges in this respect.

6.3.4 Where a tenant has agreed to make payments under a loan or lease with any bank or other financial institution for equipment, facilities and improvements in common areas and in individual rooms, the tenant must make those payments.

6.3.5 Payment by credit card: A tenant maybe liable to pay a surcharge of 1% in some instances.

6.4 Administration fee

6.4.1 BCL may charge an administration fee at such rate as BCL from time to time determines, on the balance of unpaid rent, and the costs and expenses referred to in [clause 6.3](#), outstanding at the end of each month.

6.5 BCL's Services Provided

6.5.1 BCL will provide to each tenant –

Keys, or such other device as is necessary, to access the front door of the building in which the tenant's room is situated, to Owen Dixon Chambers, to the building in which the tenant's clerk is situated and to the room tenanted;

6.5.1.1 payment to the electricity supply company or body of all electricity supplied to or in relation to the tenant's room;

6.5.1.2 the cleaning of the tenant's room and adjoining common areas;

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- 6.5.1.3 the use, for the tenant and his or her visitors and employees, in common with other tenants and their visitors and employees, of:
- 6.5.1.3.1 the passages, common areas and lifts in the building in which the tenant's room is situated, so far as is necessary for the purposes of ingress and egress;
 - 6.5.1.3.2 the toilets and washrooms, and kitchens and pantries (if any) on the floor in that building;
- 6.5.1.4 the use, in common with other tenants, of the passages, common areas and lifts of BCL's premises for the purposes of after hours access to –
- 6.5.1.4.1 the tenant's clerk (if any);
 - 6.5.1.4.2 the Essoign Club;
 - 6.5.1.4.3 the Bar Library;
 - 6.5.1.4.4 such other facilities as are from time to time provided by BCL or in the Bar in BCL's premises or in premises leased from BCL;
 - 6.5.1.4.5 such assistance as the tenant may, from time to time, reasonably require in relation to his or her room from BCL's employees, including the Accommodation Officer, the Accountant, the Building Engineer and the Building Supervisor;
 - 6.5.1.4.6 subject to payment of all applicable telephone charges, connection to BCL's PABX for the purpose of voice communication and, when available, data communication.

6.6 Barristers Chambers Only

- 6.6.1 A tenant's room must only be used as Barristers' chambers.

6.7 Alterations

- 6.7.1 Alterations to a tenant's room must not be made without the prior approval of the Accommodation Officer.

6.8 Damage to Rooms

- 6.8.1 A tenant is liable to BCL for the cost of carrying out any repairs, or making good any damage, to the tenant's room made necessary or occasioned by any cause other than by fair wear and tear.

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6.8.2 The liability of a tenant under [clause 6.8.1](#) continues notwithstanding the termination of the tenancy, and the occupation of the chamber affected, by another tenant.

6.9 Sharing

6.9.1 A tenant shall not share a room with another person (other than a reader) without first obtaining the approval of BCL.

6.10 Sub-letting

6.10.1 A tenant must not sub-let a room to another person without first obtaining the approval of BCL.

6.11 Termination

6.11.1 A tenancy is terminated –

6.11.1.1 upon the expiration of thirty days after the tenant gives written notice to BCL of termination;

6.11.1.2 upon the expiration of thirty days after BCL gives written notice to the tenant of termination;

6.11.1.3 forthwith if the tenant –

6.11.1.3.1 ceases to be a member of the Victorian Bar Inc.;

6.11.1.3.2 is struck off the roll of persons admitted to practise as Barristers and Solicitors of the Supreme Court of Victoria;

6.11.1.4 on the first day of the second successive month after the tenant:

6.11.1.4.1 defaults in the payment of the rent applicable to the tenancy;

6.11.1.4.2 fails to observe and perform the other terms and conditions of the tenancy.

6.12 Vacating Rooms

6.12.1 Upon vacating his or her room, the tenant must remove all belongings and items of furniture belonging to the tenant and where reasonably required deliver the room to BCL in the same condition as originally let, with the exception of any alterations or improvements notified to or authorised by BCL and subject to fair wear and tear.

6.12.2 Any fixtures or fittings which have been installed by the tenant during the term of his or her occupancy must be removed at the time of

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vacating the room and any damage or alterations made good. In the event that such tenant's fixtures or fittings are not removed at the time of vacating of the room, then they are not to be removed thereafter but shall instead be part of the freehold and the property of BCL, subject to any express agreement in writing with BCL to the contrary.

6.12.3 In the event that the tenant leaves behind any belongings or furniture, BCL shall be entitled to remove such items and will place them in storage for a maximum period of 60 days. During this period, BCL shall

use its best endeavours to notify the former tenant (including notifying the Victorian Bar Office and any clerk of the tenant) as to:

6.12.3.1 when and from where the items may be collected; and

6.12.3.2 the effect of [clause 6.12.4](#) below, in the event of any failure by the former tenant to collect their belongings or furniture.

6.12.4 If any such belongings or furniture have not been collected by the former tenant by the end of the 60 day period referred to in [clause 6.12.3](#), then at the end of that period, or any such further period agreed to by BCL in writing, BCL may dispose of or alternatively sell, either privately or by public auction, such items at its absolute discretion for a reasonable price as determined by it.

6.12.5 Any monies paid to BCL following any sale pursuant to [clause 6.12.4](#), shall be applied as follows:

6.12.5.1 first, in payment of any storage fees, costs of disposal and BCL's costs of sale;

6.12.5.2 secondly, in payment of any unpaid rent, administrative charges, legal fees or other fees or monies owing to BCL by the former tenant, and any balance remaining shall be paid to the former tenant, or the former tenant's clerk together with an accounting of the sale proceeds.

6.13 Variation

6.13.1 The terms and conditions of a tenancy may be varied by BCL giving to the tenant not less than thirty days written notice.

6.14 Service

6.14.1 Any document or notice to be served by BCL or delivered or given by BCL to a tenant under these terms and conditions, or otherwise in connection with the tenancy, is sufficiently served, delivered or given if addressed to the tenant and

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6.14.1.1 left at the office of, or posted to, the tenant's clerk for the time being; or

6.14.1.2 left at or posted to the last known address of the tenant, notwithstanding that the document or notice may not have been received by the tenant.

6.15 Smoking

6.15.1 Tenants will not smoke or permit smoking in their rooms or in the common areas immediately outside their rooms or in the internal stairways, bathrooms, kitchens and like areas of the building in which the tenant's room is situated.

6.16 Bikes and Scooters

6.16.1 Tenants are not permitted to bring bikes or scooters into the tenanted building area, being common area, lifts or rooms, the movement of Bikes or Scooters in the tenanted building area is not permitted.

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7 FORM FOR REGISTRATION AS A GROUP

The members of the group listed below wish to be registered as a group for the purposes of the Chambers Allocation Policy.

By signing this form, each of the undersigned indicates that he or she has read and agrees to abide by the terms of the BCL Chambers Allocation Policy as it applies to registered groups, including the Notes thereto.

1. Building: _____.

2. Level: _____.

3. Group Representative and Deputy Group Representative of the group (for the purposes of communication with BCL):

	Name:	Email address:	Phone number(s):
Group Representative :			
Deputy Group Representative :			

4. Rooms the subject of the group and signatures: *[Please specify the relevant room numbers in ascending order.]*

Room number	Name of occupant	Signature

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Room number	Name of occupant	Signature

5. Does the group comprise all of the rooms on the floor? Yes/ No

Dated: _____.

8 TENANCY WORKS INFORMATION GUIDELINES

Introduction:

The information contained in this document and the following procedures are to be adhered to when undertaking any tenancy works whether new works, alterations and additions and or modifications to existing premises.

The guidelines below must be followed for:

- a) BCL owned buildings, (ODCE, ODCW and Douglas Menzies Chambers).
- b) Leased buildings (all other buildings) additional requirements may be required for approval. BCL will forward your request to the building owner for approval and will advise of additional requirements. Tenants are advised that additional compliance works or methods may be required including such things as:
 - i. Restrictions on window furnishings.
 - ii. Restrictions on floor treatments due to noise transfer between floors.
 - iii. Additional requirements in relation to access and/or rubbish disposal.
 - iv. Other building specific requirements.

8.1 TENANCY WORKS

8.1.1 Approvals

Tenancy layouts and the scope and the nature of tenancy works require the prior approval of Barristers' Chambers Limited ("BCL").

All relevant plans, specifications and proposed contracting procedures including all necessary insurance provisions must be submitted to BCL prior to the commencement of work. All work is to be checked by BCL and any problems rectified prior to occupancy on completion.

All Contractors must:

- 8.1.1.1 Undertake a BCL building induction prior to commencing any works on site
- 8.1.1.2 Must obtain a BCL Contractor ID card
- 8.1.1.3 Report to the Commissionaires desk before commencing work.

8.1.2 Statutory Approvals

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The tenants shall be responsible for the obtaining of all statutory and other permits and approvals in respect of their works and for ensuring full compliance therewith, notwithstanding BCL approval of such plans and specifications. On completion, occupancy certificates must be obtained prior to moving in and forwarded to BCL.

8.1.3 Cost of Works

The tenants through the selected Builder/Contractor shall be responsible for submitting to BCL the costs of all works required in the tenancy areas, including the cost of all consultants, permits and contract fees and charges.

Tenancy works include partitions (whether full height, new height or screens and/or workstations), alterations and additions to the building services and finishes, removal and replacement of ceiling tiles, carpet/floor finishes and other associated works.

Tenants are responsible for:

- 8.1.3.1 Costs associated with alarms (Fire Brigade attendance to false alarms) or damage caused during the building process.
- 8.1.3.2 Cost associated with the rectification of any damage incurred.
- 8.1.3.3 Air balancing of the air conditioning system is required where wall are removed or moved. This service will be charged to the tenant.

8.1.4 Consultants

Tenants may use Consultants of their own choice on the proviso the procedures nominated in this document are adhered to.

Evidence of all relevant insurances including Professional Indemnity shall be submitted to BCL prior to confirmation of appointment.

BCL reserves the right however to nominate other Architects, Interior Designers, Engineers or, Consultants in lieu of those nominated by the tenant. The tenant to pay all costs.

8.1.5 Contractors

Tenants may use builders/building contractors of their own choice.

However, so as not to prejudice any existing guarantees and warranties which may be applying to any previous works and/or building at the time of the tenant's work, and to maintain integrity of the building services, tenants are required to submit a list of proposed Contractors for approval.

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All contractors must complete a BCL induction prior to works commencing as per [clause 8.2.2](#).

8.1.6 Insurance

All contractors are required to have public liability cover of at least \$20 million and must supply copy of Certificate of Currency – as per [clause 8.2.2](#).

8.2 FIT OUT PROCEDURES

8.2.1 General

Tenants are to direct all enquiries for owners consent to fit out works through BCL.

Tenants shall submit three (3) sets of all applicable and relevant documents including but not necessarily limited to the following:

- 8.2.1.1 Architectural drawings including floor plans reflected ceiling plans and other relevant details.
- 8.2.1.2 Services drawings
- 8.2.1.3 Relevant specifications
- 8.2.1.4 Schedule of finishes and colour boards where applicable and if deemed necessary
- 8.2.1.5 Details of any heavy equipment or proposed compactus areas and relevant floor loading checks and where applicable confirming computation of structural adequacy.

8.2.2 Possession of Site

Works shall not commence on site until the following documents have been sighted and approved by BCL and those contractors are also required to undertake a site induction held at specific times by BCL Maintenance staff. This site induction must be undertaken before any works are commenced and hot work permits must be completed prior to any hot works being undertaken.

Contractor ID's must be worn at all times, they are available from the Commissionaires desk, ground floor, 205 William Street. These ID Tags are for a specific period and may require renewal during a project.

8.2.2.1 Copy of Building Permit/Building Approval

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- 8.2.2.2 Contractors evidence of registration for Work-cover
- 8.2.2.3 Certificate of currency to cover Contract Works insurance
- 8.2.2.4 Certificate of currency for Public Liability insurance with minimum \$20 million cover.

BCL must be noted on the certificate as a principal in the cover and policy to include a cross liability clause.

8.2.3 Other Items

- 8.2.3.1 Tenant to confirm with BCL whether all reusable materials samples to tenants fit out requirements are to be kept or removed from site.
- 8.2.3.2 Master Keying system must be continued.
- 8.2.3.3 All redundant pipework, cabling, mechanical equipment items are to be removed from ceiling space and removed from ceiling space and removed from site.
- 8.2.3.4 All works to services to meet the appropriate Australian standards.
- 8.2.3.5 Sprinkler system to subject floors must not be isolated overnight or over weekends.
- 8.2.3.6 At completion of works tenant to provide BCL with as-built drawings, and evidence of the final inspection by recognised Building Surveyor.
- 8.2.3.7 All existing building carpet to be protected during works. If damaged during the works, carpet is to be replaced.
- 8.2.3.8 Access into subject building is to be confirmed prior to works commencing.
- 8.2.3.9 Tenants to organise their own parking arrangements.
- 8.2.3.10 All floor penetrations to be kept to a minimum and the floor integrating regarding the use of fire prevention sealing must be maintained.
- 8.2.3.11 The position of walls and joinery must not restrict the Air conditioning system including access to valves; inspection ports etc. and must not restrict access to light fittings.

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8.2.3.12 Respect for tenants whilst working in tenanted areas. BCL requires one week's written notice of disruptive works even if scheduled after hours. This notice to be provided to helpdesk@vicbar.com.au.

8.2.3.12.1 **Noisy Works**

All noisy works are to be undertaken after hours, as agreed with BCL's Building Services department.

8.2.3.12.2 **Painting**

Oil paints or paints with high odour may only be used after hours, as agreed with BCL's Building Services department.

8.2.3.12.3 **Generation of Dust**

Any jobs generating dust should be isolated from the general area.

All contractors to be aware that contracts will be cancelled and contractors banned from sites, should BCL deem that these works have caused disruption to sitting tenants.

8.2.3.13 Isolations to the fire alarm panel must be carried out prior to works commencing. Fines could be incurred due to an alarm activation, to which the tenant will be held liable.

8.3 DELIVERY/REMOVAL OF GOODS AND MATERIALS AT BUILDING

8.3.1 General

8.3.1.1 Tenants to inform themselves with respect to delivery of goods, issues to be addressed to include but not be limited to:

8.3.1.1.1 use of goods lift – timing and pre booking arrangements

8.3.1.1.2 use of loading dock – scheduling and pre booking requirement

8.3.1.1.3 prior notification to house security

8.3.1.2 All goods shall be delivered and removed from site via loading dock area. At no times shall goods and/or materials be delivered via the front main entry unless otherwise previously agreed with landlord.

8.3.2 Building Works

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- 8.3.2.1 Storage of materials is forbidden in loading dock and basement areas without consent of building landlord.
- 8.3.2.2 All building waste is to be held on the floor(s) in question until sufficient quantity to fill a 'skip'.
- 8.3.2.3 Tenant is then to arrange at his cost for such appropriate 'skip' to be delivered and removed.
- 8.3.2.4 Size of 'skip' to be confirmed subject to specific building parameters. All surplus materials to be removed from site upon completion of works.
- 8.3.2.5 All areas on the subject floor(s) are to be left clean and ready for normal office use upon completion.
- 8.3.2.6 Upon completion of works, tenant to arrange all relevant certificates confirming all works have been undertaken in accordance with the approved plans and all statutory regulations.
- 8.3.2.7 Noisy works – all noisy works to be undertaken after 6pm or before 7am. This includes hammer drilling and sawing.

8.3.3 Removal of Waste

BCL is not responsible for removal of builders waste and will not tolerate waste being disposed of in toilets or kitchen areas. All contractors are advised that builders waste must be removed from site and that this should be done in sealed containers to prevent the need for extra cleaning. Contractors are responsible for cleaning contaminated fixtures and fitting.

Damage to walls, doors, etc., must also be made right on completion of works.

Waste must not be dumped in the on site bins which are required by BCL's daily cleaners.

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