



THE VICTORIAN BAR

# CHAMBER RULES OF OCCUPANCY

## BACKGROUND AND OPERATION

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### A. PURPOSE

The Chamber Rules of Occupancy (**Chamber Rules**) have been developed to align to the Barristers Chambers' Limited (**BCL**) and the Victorian Bar's strategic and operational objectives in relation to the allocation, occupancy and use of Chambers and our stated purpose which is to provide a home for Members of Victorian Bar Inc. that is 'open to all'.

### B. BARRISTERS' CHAMBERS LIMITED SERVICES

Barristers' Chambers Limited in collaboration with the Victorian Bar aims to provide a home for all Members through management of assets and the provision of quality and cost-effective products and services including a range of chambers that recognise that individual barristers have different needs and. BCL also aims to support Members of the Bar by removing significant barriers to entry when taking Chambers. and supporting the development and maintenance of floor communities with a mix of seniority levels and practices.

BCL provides a range of managed services and access to facilities to barristers in Chambers, including the following:

- (a) Service Desk support for property and technology services and support in and out of Chambers including Common Areas specific to the floor;
- (b) [Property \(Building and Facilities\) management](#) including access to buildings, Chambers repairs and maintenance, cleaning, Car Parks and Common Areas relevant to an Occupier.
- (c) Technology and Network services ;
- (d) [Managed Floor Services](#) through Practice Support
- (e) such other assistance from BCL's employees as the Occupier may, from time to time, reasonably require in relation to his or her Room.

### C. HOW THESE RULES OPERATE

The Chamber Rules are designed in two parts (**PART A** 'Applications and Allocation of a Room in Chambers' and **PART B** 'Terms and Conditions of Occupation') and aim to:

- (a) outline the processes and protocols required to be followed by barristers in taking a Room in Chambers with BCL;
- (b) provide flexibility for barristers in taking and moving within or between Chambers as needs change across any of the BCL buildings and floors through a monthly occupancy arrangement;
- (c) provide a sense of community across all buildings and floors with a mix of groups and non-groups to provide a collegiate environment supportive of a mix of different seniority levels and practices in Chambers;
- (d) provide an overview of the services provided by BCL;
- (e) provide an overview of the advertising, application and allocation process for Chambers in BCL owned and leased properties; and
- (f) provide an overview of the policies, code of conduct, expectations and obligations applicable to barristers who Occupier take up occupancy of a Room in Chambers with BCL.

Where a discretion is reposed by the Chamber Rules to BCL or the BCL Board, that discretion may be exercised by BCL or the BCL Board in its sole and absolute discretion.

#### **D. APPLICATION AND VARIATION OF CHAMBER RULES**

BCL may, in its sole and absolute discretion, apply or enforce the provisions of the Chamber Rules as it sees fit in the circumstances.

BCL may, at its discretion, change, vary or update the Chamber Rules from time to time, including to implement changes arising from the introduction of any new legislation or industry codes of practice which may apply to the occupation of Chambers, with any changes being developed together with, and approved by, the Victorian Bar.

The Chamber Rules, as amended and updated from time to time, are reviewed and approved by the Victorian Bar and the BCL Board.

The Chamber Rules are publicly accessible and are available on the BCL website for all barristers and Occupiers to refer to at any time.

#### **E. DEFINITIONS AND INTERPRETATION**

Terms which are capitalised in these Chamber Rules have the meaning given in the definitions set out in clause 15 of this document.

The rules of interpretation for these Chamber Rules are set out in clause 16 of this document.

#### **F. VERSION**

This version of the Chamber Rules supersedes and replaces the Chamber Allocation Policy dated 27 July 2016.

## **PART A – APPLICATIONS FOR, AND ALLOCATION OF, A ROOM IN CHAMBERS**

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### **1 VACANCY MANAGEMENT AND APPLICATIONS**

#### **1.1 Advertising of vacant Rooms**

Vacant Rooms are advertised on a weekly basis on the BCL Vacant Chambers [website](#). New listings are released every Tuesday and vacancies are advertised for a minimum of one week unless otherwise agreed by BCL. Advertising of Room vacancies may be delayed or may not be advertised over holiday periods, public holidays and other non-business periods as deemed appropriate at the discretion of BCL.

Applications for vacant Rooms close at 5.30pm every Monday. If no applications are received for a vacancy, the vacancy advertisement will roll over to the following week.

If the vacant Room forms part of a Registered Group, BCL will manage the advertising and awarding to the successful Barrister the vacant Room with the Group Representatives of the floor (see 2.2).

All vacant Rooms will be advertised noting the applicable Occupancy Fee (including GST) along noting that there may be any additional costs relevant to the occupation of that Room in the Chambers. Additional costs relevant to Chambers may include Managed Floor services, Joinery charges or other contributions as agreed by the other members of the floor.

Where a group of Occupiers has established facilities for the common benefit of the group or floor, 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 a Room in the relevant Chambers; and BCL may advertise those costs when advertising vacant Rooms in the group.

#### **1.2 Applications**

Applications for all vacant Rooms, including Rooms within a Registered Group (if not previously allocated to a member of the group), must be made by submitting the Chambers Application Form on the [BCL website](#).

Barristers may apply for up to a maximum of three individual Chambers during each weekly advertising period, beginning on the day BCL updates its listings of vacant Chambers until applications close each week.

Applications for Rooms are received until close of business each Monday unless otherwise notified by BCL.

### **2 AWARDING CHAMBERS**

#### **2.1 Individual applications – Room is not part of a group**

##### **(a) Offers in order of priority**

Approval of applications and awarding of Rooms is determined by BCL having regard to barrister seniority.

Rooms are awarded and offered to Members of the Victorian Bar based on the following order or priority:

**Round 1 offers:** Members of the Inner Bar are given first preference for Rooms. Seniority between Members of the Inner Bar is determined by the date on which they were appointed Senior Counsel or Queen's Counsel.

**Round 2 offers:** Second preference is given to junior Counsel. Seniority between junior Counsel is determined by Bar Roll number.

**Round 3 offers:** Seniority of other Members is determined by Bar Roll number.

(b) **Acceptance of offers**

Acceptance of offers for a Room must be made in writing and sent to BCL Chamber Management by [email](#) within the time stated in the offer or otherwise by close of business on the day following the date of the offer.

## 2.2 Individual applications – Room is part of a Registered Group

Subject to clause 2.3, approval of applications and awarding of a Room that is part of a Registered Group is completed in collaboration with the relevant Group Representative or Deputy Group Representative (as nominated) using the following methodology:

- (a) Where there are two or more applicants for a Room at the close of the advertising period, BCL will provide the Group Representative and Deputy Group Representative a list of the applicants by email. The Registered Group must within three business days confirm by return email the order of preference in respect of the list of applicants for awarding the Room. BCL will then allocate the Room to the first preferred applicant. If the first preferred applicant declines the offer, BCL will offer the Room to the second preferred applicant and so on until the Room is allocated. If the Group Representative or Deputy Group Representative fails to nominate an order of preference for the applicants within three business days, then the usual rules for awarding and allocation of Rooms set out in clause 2.1 will apply.
- (b) If there is only one applicant for the Room at the close of the advertising period, then the usual rules for awarding and allocation of Rooms set out in clause 2.1 will apply.
- (c) Upon the successful applicant being awarded and allocated the Room:
  - (i) he or she will become a member of the Registered Group unless BCL is notified otherwise;
  - (ii) the Group Representatives will update the Registered Group list with the awarded chamber and forward to BCL Chamber Management on the [BCL website](#).

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

### **2.3 Internal award and allocation to an existing member of a group**

Where an Occupier of an existing Room which is a part of Registered Group has notified of an intention to vacate the Room, or the Room otherwise becomes vacant, and the Registered Group wishes to allocate the Room to a current Registered Group member, they must notify BCL Chamber Management by [email](#) of the change in allocation and the proposed date of change. BCL will then allocate the Room to that current Registered Group member without the need for the Room vacancy to be advertised.

### **2.4 Applications for allocation of Rooms to groups**

Applications by Registered Groups and other groups for group Room allocations are approved by BCL and the BCL Board with consideration of the following factors:

- (a) whether the proposed group is in line with the Victorian Bar and BCL strategic intention of being open to all;
- (b) whether the group has an appropriate balance of seniority between senior and junior members;
- (c) whether the group proposes to occupy the whole floor;
- (d) whether the group proposes to occupy more than ten consecutive Rooms or half a floor at minimum;
- (e) whether the group is a pre-existing Registered Group.

### **2.5 Accepting an offer of allocation of group Rooms**

For an existing BCL floor, acceptance of an offer of Rooms to a group must be accompanied by the payment of a non-refundable deposit equivalent to two month's Occupancy Fee for each Room being allocated to the group which must be paid by the relevant member of the group (as applicable).

For a new BCL floor or property, acceptance of an offer of a Room to a member of a group will require the payment of a non-refundable deposit equivalent to four months' Occupancy Fee for each Room being allocated to the group which must be paid by the relevant member of the group (as applicable) at a time determined by BCL.

Deposits will be taken in-lieu of monthly invoiced occupancy fees and credited to each group member's account as pre-paid occupancy fees over the relevant period (two or four months as applicable) and must be paid in full by the relevant time for payment. If all deposits are not paid in full by the specified time BCL may at its discretion elect to re-allocate all the Rooms to another group or, where a particular group member fails to pay their deposit in full by the specified time, BCL may permit the group to allocate the relevant Room to a new member of the group provided the new member pays the deposit by the time for payment specified by BCL.

If an individual member of the group or the group as a whole fails to take occupancy or withdraws the application after accepting a Room or Rooms, BCL may at its discretion retain all or part of any non-refundable deposits paid under this clause 2.5.

## **2.6 Exceptions to group allocation process**

The following exceptions apply to the group allocation process in clauses 2.4 and 2.5 above:

- (a) where a new floor or new Rooms are established, BCL may allocate the floor or Rooms to a Registered Group or other group at its discretion;
- (b) if a number of existing Rooms fall vacant or a substantial number of Rooms on a floor are vacant, BCL may designate those Rooms to individuals or award those Rooms to a Registered Group as approved by BCL.

## **2.7 No exclusive right of possession**

The Occupier is not entitled to exclusive possession of the Rooms. The use of the Rooms in these Chamber Rules create contractual rights only and does not create any tenancy, estate or interest in respect of the Rooms.

## **3 REGISTERED GROUPS**

### **3.1 Applications to register a Group**

Groups of individual barristers may apply to BCL to become a Registered Group by completing the electronic form [here](#). All group applications will be approved at the discretion of BCL and the BCL Board.

Groups may apply to BCL to become a Registered Group:

- (a) If they occupy a full floor; or
- (b) If they occupy half a floor with a minimum of ten or more consecutive Rooms on a floor;  
or
- (c) otherwise at the discretion of BCL.

### **3.2 Changes to group membership or dissolving a group**

BCL Chamber Management must be advised on the BCL website of any changes to group memberships including any proposed additions of new members or if a member chooses to leave by completing the electronic form [here](#). BCL will then confirm any changes with the Group Representative or Deputy Group Representative by email.

In the case that groups no longer meet the requirements of group registration the floor may be de-registered at BCL's discretion.

In the case that a Registered Group wishes to dissolve or de-register they must advise BCL by [email](#) within 30 days of the proposed date of dissolution.

### **3.3 Group Representatives**

All Registered Groups must nominate a Group Representative and Deputy Group Representative for the purposes of administration and communication between BCL and the group.

BCL must be advised in writing by [email](#) of any changes to the Group Representative or Deputy Group Representative. In addition, it is the responsibility of the Group Representative or Deputy Group Representative to ensure that the contact details for the group are up to date and provided to the BCL Chamber Management team in a timely manner.

Group Representatives and Deputy Group Representatives must ensure that they are contactable by BCL and reply to any requests from BCL in a timely manner.

## **4 SHORT TERM SUB-LICENCE OF ROOMS**

### **4.1 Conditions of sub-licensing**

- (a) An Occupier must not sub-licence their Room without first obtaining the prior written approval of BCL in accordance with clause 4.2.
- (b) Requests for sub-licensing are approved as exceptional circumstances at the discretion of BCL and subject to conditions which BCL may set on any sub-licensing arrangement.
- (c) A sub-licensee will not be considered as the Occupier of the Room or, in the case of Rooms allocated to a group, as a member of a group unless as awarded by the group and approved at the discretion of BCL.
- (d) Subject to the Occupier's continuing right to occupy pursuant to these Chamber Rules, any proposed sub-licensing arrangement must be for a period of not less than three months and not greater than 12 months.
- (e) The Occupier must ensure that the sub-licensee agrees to comply with these Chamber Rules and the Occupier will be held responsible for any breach of Chamber Rules by the sub-licensee. The Occupier acknowledges that any sub-licensing under this clause 4.2 does not release the Occupier from its obligations under these Chamber Rules and the Occupier will at all times remain liable to BCL under these Chamber Rules in respect of the Room, including for payment of Occupancy Fees relating to the Room.
- (f) In general, an application to sub-licence a Room will not be approved where:
  - (i) at the time of the application, the applicant is in breach of any of the terms of the applicant's occupancy of the Room; or
  - (ii) the applicant fails to notify BCL of the name and contact details of the proposed sub-licensee in an application to sub-licence the Room.

### **4.2 Applications to sub-licence a Room**

- (a) Any application to sub-licence a Room must be sent to BCL Chamber Management by [email](#) outlining the reasons for the application, the name and contact details of the proposed sub-licensee and the duration of the proposed sub-licensing arrangement.
- (b) Applications to sub-licence a Room are approved at the discretion of BCL and subject to any conditions which may be imposed by BCL.
- (c) In deciding whether to approve an application, BCL will take into consideration:

- (i) where the Room is a part of Registered Group, whether approval of the sub-licensing arrangement is given by the Group Representative or Deputy Group Representative;
- (ii) the availability of other vacant Rooms;
- (iii) any impact to other Members or Room vacancies upon occupiers of other Rooms on the same floor as the Room to be sub-licensed;
- (iv) seniority and the length of time that each of the applicant and the proposed sub- licensee has been a Member of the Victorian Bar;
- (v) the purpose for which the applicant wishes to sub-licence his or her Room.

## **5 SHARING OF CHAMBERS**

Barristers may apply to BCL to share their Room or other Rooms with one or more other nominated barristers.

Applications to share a Room must be made on the [BCL Website](#) and include the full name and contact details for each barrister proposing to share the Room. An application to share Rooms will not be approved by BCL where the Room is unsuitable for sharing in the manner proposed or may affect other occupiers on the floor or the property more generally.

Barristers sharing a Room are jointly and severally liable to BCL for the full amount of the Occupancy Fee for the Room and any Associated Costs.

All Barristers sharing a Room are deemed to be an Occupier under these Chamber Rules.

## **6 CAR PARKS**

All available Car Parks are advertised for a minimum of one week on the BCL Vacant Chambers [website](#) unless otherwise agreed by BCL.

Applications for available BCL Car Parks must be made by completing the electronic form on the [BCL Website](#).

Car Parks are allocated having regard to seniority in accordance with the order of priority for allocation of Rooms as outlined in clause 2.1.



## **PART B - TERMS AND CONDITIONS OF OCCUPANCY**

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### **7 OCCUPYING CHAMBERS**

- (a) BCL provides Rooms to Occupiers monthly commencing on the first day of each calendar month and recurring monthly until terminated in accordance with these Chamber Rules.
- (b) Pursuant to Ministerial Determination No.2 (effective from 1 May 2004), made pursuant to section 5 of the *Retail Leases Act 2003 (RLA)*, the occupation by a legal practitioner who has been issued with a practising certificate by the Victorian Bar of a Room in Chambers owned or controlled by BCL is not, for the purposes of the RLA, a retail lease and the provisions of the RLA do not apply to that occupancy.

### **8 USE OF ROOMS, FACILITIES AND COMMON AREAS WITHIN CHAMBERS AND CONDUCT POLICIES**

#### **8.1 General**

- (a) Occupiers must conduct themselves in accordance with these Chamber Rules and behave in a way that demonstrates the Victorian Bar's principles of justice, integrity, equity and the pursuit of excellence.
- (b) Occupiers must ensure that all employees, clients, visitors, contractors or agents of the Occupier conduct themselves in accordance with these Chamber Rules.
- (c) Breaches of the Terms and Conditions of the Chamber Rules may be referred to the Victorian Bar and/or may lead to termination of the Occupancy in accordance with clause 13.
- (d) Occupiers must comply with the [Victorian Bar Conduct Policies](#) and the [Legal Profession Uniform Conduct \(Barrister\) Rules 2015](#). This includes Rule 123, which articulates that a barrister must not in the course of practice, engage in conduct which constitutes discrimination, victimisation, sexual harassment or workplace bullying

#### **8.2 Use of Rooms and Common Areas**

- (a) An Occupier must only use or occupy their Room in connection with their practice as a barrister and for no other purpose.
- (b) Without limiting the generality of clause 8.2(a), an Occupier must not use their Room:
  - (i) as a dwelling or for the purpose of sleeping overnight; or
  - (ii) for the sale of goods and/or provision of services other than legal services.
- (c) An Occupier must only use, and must ensure that their visitors, employees and contractors only use, the Common Areas for their intended purpose and in the ordinary course in connection with their occupancy and their practice as a barrister.
- (d) Use of BCL owned and leased properties by an Occupier must be in accordance with any relevant State and Federal legislation.

- (e) Each Occupier must respect every other Occupier's right to quiet enjoyment of their Room and right to use the Common Areas in conjunction with others within Chambers. Without limiting the generality of the foregoing, each Occupier must not:
  - (i) interfere with or impede other users of the Common Areas;
  - (ii) cause any nuisance to others in Chambers by their use of their Room or the Common Areas.
- (f) Occupiers must not purposefully damage or tamper with, and must take reasonable care not to damage or tamper with, BCL property including fixtures and fittings, air-conditioning and heating units, furniture, security features, smoke detectors or other emergency equipment.
- (g) Occupiers must promptly repair and make good to BCL's satisfaction (acting reasonably) any damage to the Room, the Chambers or the Common Areas to the extent it is caused or contributed to by the Occupier or its employees, agents, invitees or contractors (except for fair wear and tear).
- (h) Each Occupier must comply with BCL's reasonable directions concerning the use of the Room, the Chambers and the Common Areas.
- (i) Occupiers must not allow rubbish arising from the Occupier's use of their Room to accumulate in or about their Room or the Common Areas and must keep their Room in a clean and tidy condition.
- (j) Occupiers must not smoke, and must ensure that their employees, contractors and visitors do not smoke in the Occupier's Room or in any other areas within BCL properties.

### **8.3 Right to enter properties**

BCL may, at any reasonable time and with reasonable notice to Occupiers, enter its properties, including Rooms and Common Areas, for inspection or to carry out cleaning, maintenance, repairs, or building work, except in an emergency, where BCL may enter Rooms and or Common Areas at any time without giving notice to an Occupier.

### **8.4 Use of Technology and Network services and compliance**

Occupiers in BCL owned and leased properties must:

- (a) adhere to the [Victorian Bar Technology Minimum Standards policy](#) and;
- (b) ensure they use all technology, network and support services as outlined in the [BCL Technology Terms and Conditions](#).
- (c) where practicable utilise BCL's Technology and Network services as outlined on BCL's [website](#);

### **8.5 Workplace Health and Safety**

- (a) BCL and Occupiers have duties under applicable Workplace Health and Safety (WHS) laws as both a business and employer.

- (b) Occupiers must comply with all relevant WHS laws and must support BCL in the provision of a working environment that is safe and without risks to health of Occupiers and their employees, BCL employees and other persons who are owed duties by the Occupier and BCL under WHS laws. This includes working with BCL on the implementation and maintenance of emergency management plans and procedures.
- (c) Occupiers must participate in any drills, evacuations, lock downs and any other emergency and incident management exercises facilitated by BCL or leased property management. Each floor across BCL's owned and leased properties must nominate a floor Fire Warden and First Aid Officer. These cannot be the same individual.
- (d) Occupiers must allow the testing and tagging of personal electronic equipment and technology by BCL or BCL contractors as required.

## **9 OCCUPANCY FEE AND OTHER ASSOCIATED COSTS**

### **9.1 Payment of Occupancy Fee**

Each Occupier is liable for payment of the Occupancy Fee and Associated Costs applicable to their allocated Room on and from the date the Occupier has agreed to occupy the Room (or from such other date as notified to the Occupier at the discretion of BCL).

Occupiers must pay to BCL the relevant Occupancy Fee for their Room at the monthly rate specified in the advertisement of the Room allocated to the Occupier (or such other rate as notified by BCL to the Occupier from time to time), plus any Associated Costs, together with the applicable amount of GST as set out in the monthly invoice provided by BCL monthly in advance.

Payment of the amounts payable by the Occupier must be paid monthly by Electronic Payment, on the first day of each calendar month in advance.

Occupiers may choose to pay their Occupancy Fee and Associated Costs (together with the applicable amount of GST) as a pre-payment of more than one month in advance with BCL's approval. Pre-paying the Occupancy Fee does not change the nature of the originally agreed occupation and Occupiers are still subject to the terms and conditions outlined in these Chamber Rules.

### **9.2 Changes to Occupancy Fee**

BCL may from time to time reassess and reset the Occupancy Fee payable for a Room as follows:

- (a) the relevant Occupancy Fee will be reviewed against comparable occupancy fees across Rooms, floors or BCL buildings (owned or leased);
- (b) other costs (including Associated Costs) will be reviewed against comparable costs that are fair and reasonable across Rooms, floors or BCL buildings (owned or leased);
- (c) notice of any change in the Occupancy Fee payable for a Room will be provided to the Occupier with 30 days' notice;
- (d) the Occupancy Fee payable for a vacant Room will be provided when available as advertised on the [BCL Website](#).

### **9.3 Other Associated Costs**

Where a barrister occupies a Room which forms part of a Registered Group or is a BCL managed floor, that Occupier is liable for all monthly costs associated with that Room (including any shared costs or expenses).

An Occupier is liable for all costs and expenses (including any additional interest and fees including bank or contractor charges and legal costs) incurred by BCL by reason of any default in the observance of the terms and conditions of occupation.

Where an Occupier 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 or in individual Rooms, the Occupier must make those payments.

### **9.4 Parental leave subsidy**

Any requests for Occupancy Fee subsidy must be in writing and directed to Victorian Bar Inc. who will assess and advise the applicant in writing of the decision. If the application is approved, Victorian Bar Inc will:

- (a) advise the applicant in writing of the approval
- (b) advise formal approval by [email](#) to BCL Chamber Management outlining the amount of the subsidy and the period of time the subsidy is to apply; and
- (c) separately account for the Occupancy Fee subsidy in the financial statement of Victorian Bar Inc.

### **9.5 New members of the Bar**

Barristers who are new to the Victorian Bar and are looking to take their first Room may be offered a reduction of their relevant Occupancy Fees for up to six months for selected Rooms at BCL's discretion. This reduction applies to Room Occupancy Fees only and does not apply to any Associated Costs or other services.

### **9.6 Access**

Access to chambers and common areas varies across BCL's properties. Occupiers are to purchase outright any electronic key cards and other electronic access devices provided by BCL. Any physical keys issued to Occupiers remain the property of BCL and are to be returned upon vacating the Room. Occupiers are liable for any lost access devices (including physical keys) and any related work undertaken by BCL or its contactors to resecure the property.

### **9.7 Signage**

Occupiers are responsible for all applicable and associated signage charges to include their name and/or the name of their reader or employees on signage outside their Room, and if applicable in other locations such as electronic signage, floor or lobby signage.

## **10 CAPITAL WORKS AND PROJECTS**

From time to time BCL may undertake capital works and special projects in BCL leased and owned properties. These may include fitting out and improving or updating amenity within new and existing floors.

BCL will make every effort to minimize the impact of these works on Occupiers, employees, contractors and visitors, however Occupiers and their employees and contractors may:

- (a) have their access to their Room, Common Areas, walkways and lifts restricted for safety reasons;
- (b) be moved to a comparable Room for the duration of works at the discretion of BCL;
- (c) experience some disruption including noise, vibrations and other issues associated with the works;
- (d) be required to move to an alternative Room or floor if BCL considers the environment unsafe for occupying.

Any restrictions and/or disruptions do not entitle an Occupier to any reductions, abatements, adjustments or credits for Occupancy Fees or Associated Costs from BCL unless agreed otherwise by BCL at its discretion.

## **11 INDIVIDUAL CHAMBER ALTERATIONS**

From time to time Occupiers may wish to make alterations to their Rooms as new works, modifications, or additions. Such works may include partitions, alterations and additions to the building services and finishes, removal and replacement of ceiling tiles, carpet/floor finishes and other associated works.

Occupiers wishing to undertake any In Chamber works, must ensure that the works are conducted in accordance to the BCL In Chamber Works, Terms and Conditions available on the [BCL website](#).

## **12 VACATING CHAMBERS**

An Occupier intending to vacate a Room for any reason must notify BCL of their intention to vacate their Room as outlined in clause 13.5 and provide a minimum of 30 days' notice of the nominated vacation date unless BCL agrees in writing to an earlier vacation date at its discretion.

When vacating their Room, the Occupier:

- (a) must remove all belongings, furniture and other personal items from the Room by the nominated vacation date;
- (b) must ensure the Room is in the same condition on the nominated vacation date as it was in when originally occupied, with the exception of any alterations or improvements notified to or authorised by BCL and subject to fair wear and tear;

- (c) must remove any fixtures or fittings which have been installed by the Occupier during the term of their occupancy at the time of vacating the Room and must Make Good any damage or alterations by the nominated vacation date;
- (d) agrees that any fixtures or fittings left in the Room after vacating the Room are deemed part of the freehold and the property of BCL unless BCL agrees otherwise;
- (e) acknowledges that any furniture, and personal belongings or property left in the Room by the Occupier after the vacation date will be placed in storage for a maximum of 60 days, and that BCL may charge the Occupier any costs related to storage and removal of these items left behind by the Occupier. If the Occupier fails to collect their belongings or property within 60 days the items are deemed to be abandoned and BCL may choose to dispose of or sell the abandoned items and the costs of disposal or sale may be passed on to the Occupier at BCL's discretion.

Notwithstanding the ending of the occupancy, a vacating Occupier is and remains liable to BCL for all costs incurred by BCL to carry out any repairs to Make Good any damage to the Occupier's Room and will continue to be liable to BCL for any Occupation Fees and any Associated Costs for the Room until the Room is in a condition deemed occupiable by BCL (acting reasonably).

### **13 TERMINATION OF OCCUPANCY AND NOTICE TO VACATE**

#### **13.1 Termination of tenancies for convenience**

The occupancy of a Room may be terminated without reason:

- (a) by an Occupier giving BCL a minimum of 30 days' prior written notice in writing by [email](#) of their intention to terminate their occupancy and vacate their Room, subject to their compliance with clause 12, and specifying:
  - (i) the Occupier's proposed termination date, which date will be no earlier than 30 days after the Occupier gives notice, unless BCL agrees in writing to an earlier termination date at its discretion; and
  - (ii) the Occupier's proposed vacation date, which must be on or before the agreed termination date; or
- (b) by BCL giving an Occupier 30 days' prior written notice of termination of their occupancy together with the proposed termination and vacation date, which date will be no earlier than 30 days after BCL gives the notice, unless the Occupier and BCL agree in writing to an earlier or later date.

#### **13.2 Termination of tenancies for cause**

- (a) BCL may terminate the occupancy of a Room by giving the Occupier a Notice to Vacate in accordance with clause 13.3:
  - (i) on the first day of the second successive month after the Occupier defaults in the payment of the Occupancy Fee applicable to the Room;
  - (ii) if in the reasonable opinion of BCL the Occupier breaches any of the Chamber Rules:

- (A) where the Occupier has received two or more notices from BCL of the Occupier's breach of a term or condition of these Chamber Rules and has failed to remedy the breach within 14 days of a notice of breach from BCL; or
  - (B) where the breach in BCL's reasonable belief is serious in nature, unlawful or may bring the reputation of BCL into disrepute; or
  - (iii) if the Occupier is the subject of an adverse determination by the Victorian Bar and BCL considers it appropriate to terminate the Occupier's occupancy at BCL's discretion.
- (b) An occupancy is immediately terminated without the need for any notice if the Occupier:
- (i) ceases to be a Member of Victorian Bar Inc.;
  - (ii) suffers an Insolvency Event or becomes bankrupt; or
  - (iii) is struck off the roll of persons admitted to practise as Barristers and Solicitors of the Supreme Court of Victoria; or
  - (iv) is convicted of a criminal offence.

### **13.3 Notice to vacate**

Any Notice to Vacate given by BCL under clause 13.2 must include the reason for termination of the occupancy and specify the date by which the Occupier must vacate the Room, such vacation date to be determined by BCL at its discretion.

### **13.4 Notices given by BCL**

A notice given by BCL under these Chamber Rules may be given by:

- (a) sending it by email to the address provided by the Occupier;
- (b) giving it to the Occupier's clerk personally;
- (c) leaving it at the Occupier's Room;
- (d) leaving it at or posting it to the Occupier's clerk; or
- (e) posting it to the Occupier's last known address.

### **13.5 Notice given by Occupier**

A notice given by an Occupier under these Chamber Rules may be given by:

- (a) sending it to BCL Chamber Management by [email](#); or
- (b) leaving it at or posting it to BCL's office located at Level 13 200 Queen Street Melbourne Victoria Melbourne, 3000; or BCL Service Desk ground floor Owen Dixon Chambers East, 205 William Street Melbourne Victoria 3000.
- (c) using such other method as may be specified in these Chamber Rules.

### 13.6 When notices are received

Notices shall be deemed to have been received:

- (a) in the case of hand delivery, on the date of delivery;
- (b) in the case of email, on the date of sending, provided that no error or non-delivery of message is received by the sender; and
- (c) if sent by pre-paid regular mail, 3 days after the date of posting.

## 14 LIABILITY

- (a) Occupiers occupy and use the Room and the Chambers at their own risk.
- (b) If an Occupier is obliged to do anything under these Chamber Rules, they do so at its own risk.
- (c) Occupiers carrying out independently managed building work in BCL's properties, including in their Room, do so at their own risk.
- (d) Occupiers must pay or reimburse BCL for any costs and expenses incurred by BCL in relation to any act, omission, breach or default by the Occupier (or an employee, agent, invitee or contractor of the Occupier) of the terms of their occupancy, including these Chamber Rules, or in connection with their occupancy, including legal costs calculated on an indemnity basis if applicable, at the discretion of BCL.
- (e) To the maximum extent permitted by law, BCL will not be liable to the Occupier under these Chamber Rules or in connection with their occupancy or use of Rooms, Common Areas or any part of the BCL properties, for any direct or indirect loss, including for business interruptions, loss of actual or anticipated profit or revenue, or any other type of consequential, special or contingent loss or damage of any kind arising from any action, demand, claim, proceeding, cost, liability or loss due to or relating to any damage, loss, injury, or death, occurring in or about the BCL properties, except to the extent that BCL caused the loss or damage by its negligent act or negligent omission.

## 15 DEFINITIONS

When used in this policy the following terms have the following meanings:

- **Associated Costs** means the additional costs to be paid by an Occupier in connection with the occupancy of a Room and may include the cost of a Practice Support Assistant, consumables, metered services, fixed cost items, communal art, insurance, Joinery and other additions to the Room or to the floor.
- **Car Park** means the defined and allocated space for an Occupier's car to be parked in BCL's properties.
- **Chamber** and **Chambers** means the collection of Rooms or spaces in which Members undertake their business.
- **Chamber Rules** means the terms and conditions contained in this document and includes the behavioural policies and terms of conditions of occupancy outlined herein.
- **Common Area** means the areas of a floor or building that BCL provides or makes available for



common use or access including, meeting and conference rooms, shared open spaces, lobbies and reception areas, footpaths, access ways, entrances, stairs, elevators and escalators, kitchens, bathrooms and toilets, end of trip facilities, emergency exits and fire escapes and other facilities. Common Areas do not include electrical or hydraulic risers.

- **Electronic Payment** means direct debit, direct credit, BPoint, BPay or prepayment or withdrawal of funds by BCL from a nominated bank account.
- **Group Representative or Deputy Group Representative** means the nominated representatives for a Registered Group whose details are notified to and acknowledged by BCL.
- **Inner Bar** means Members of the Victorian Bar who are Queen's Counsel or Senior Counsel.
- **Insolvency Event** means in relation to an Occupier:
  - an administrator, receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed over the Occupier or any part of the assets of the Occupier;
  - the Occupier is in liquidation or proceedings have been brought for the purpose of winding up the Occupier (and not dismissed within 10 Business Days of the proceedings being brought);
  - the Occupier has entered into or taken steps or proposes to enter into, an arrangement (including a scheme or arrangement or deed of company arrangement), compromise or composition with or assignment for the benefit of all or any class of its creditors or a moratorium involving any of them; or
  - the Occupier is (or is taken under applicable legislation to be) unable to pay its debts, other than a debt or claim the subject of a good faith dispute, and has not stopped or suspended or threatened to stop or suspend, the payment of all or a class of its debts; or
  - the occurrence of any event that has a substantially similar effect to any of the above events.
- **Joinery** means fixed or floating chamber shelving, book shelving, built in desks, cupboards draws and robes.
- **Keys** means electronic key cards, physical keys, security passes and/or other security access devices for locks and doors or other openings.
- **Member** means a member of the Victorian Bar Inc.
- **Managed Floor** means a floor of a building which is owned or leased by BCL with a support staff member employed and managed by BCL with or without additional services.
- **Make Good** means the process of repairing or bringing something in a Room up to a finished standard or restoring it to its previous condition (subject to fair wear and tear) as defined by BCL.
- **Notice to Vacate** means a notice in writing by BCL giving notice to a Occupier to vacate a Room in a specified time frame or by a specified date.
- **Occupancy Fee** means the agreed monthly cost of an Occupier is to pay for occupying a particular Room and its assigned allocated Costs.
- **Occupier** means a practising barrister who is a member of Victorian Bar Inc. occupying Rooms from BCL unless otherwise agreed by BCL at its discretion.
- **Registered Group** means a group of individual barristers or a floor of barristers who are

formally registered and approved as group by BCL.

- **Room** means the room within Chambers that has been allocated to an Occupier by BCL.

## 16 RULES OF INTERPRETATION

In this document, unless expressed to the contrary:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iv) a right includes a benefit, remedy, discretion or power;
  - (v) time is to local time in Melbourne;
  - (vi) '\$' or 'dollars' is a reference to Australian currency;
  - (vii) this or any other document includes the document as varied or replaced and despite any change in the identity of a party;
  - (viii) a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure of this document; and
  - (ix) writing includes:
    - A. any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
    - B. words created or stored in any electronic medium and retrievable in perceivable form;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;

- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (i) an obligation to use reasonable endeavours does not require a party to incur a substantial commercial detriment or payment obligation.

**History of document:**

Policy Name: BCL Chamber Rules (Supersedes and replaces the BCL Chambers Allocation Policy dated 27 July 2016)	Approved by: The Victorian Bar Council Date approved: 15 July 2021 Last Reviewed: 11 June 2021
Policy Name: BCL Chamber Allocation Policy (As Amended in October 2009 to introduce the Registered Group policy of the Victorian Bar)	Approved by: The Victorian Bar Council Date approved: 27 July 2016 Last Reviewed: 7 November 2019 Replaced: 15 Jul 2021