

Managed Floor Services Agreement



Schedule	
Parties	
1. Client and Managed Floor	Level 14, Aickin Chambers, 200 Queen Street, Melbourne 3000 Room 1401 Room 1402 Room 1403 Room 1404 Room 1405 Room 1406 Room 1407 Room 1408 Room 1409 Room 1410 Room 1411 Room 1412 Room 1413 Room 1414 Room 1415 Room 1416 Room 1417 Room 1418 Room 1419 Room 1420 Room 1421 Room 1422 Room 1423 Room 1424 Room 1425 Room 1426 Room 1427 Room 1428 Room 1429 Room 1430
Duration	
2. Commencement Date	May 2023

Managed Floor Services Agreement



	<i>This updated Agreement supersedes and replaces the previous version from May 2023 with effect from 1 August 2026, while maintaining continuity of the Services from the original Commencement Date.</i>					
3.	Initial Term	12 months from the Commencement Date.				
4.	Renewal	This agreement continues month-to-month after expiry of the Initial Term.				
5.	Service Hours	5.1. The standard Service Hours are 9.00am to 5.00pm Monday to Friday (excluding public holidays) or as determined by BCL 5.2 Any variation to Service Hours must be: (a) requested in writing by the Client to BCL; (b) approved in writing by BCL prior to the work being performed; and (c) subject to an agreed adjustment to the Service Fee to reflect any additional employment-related costs incurred by BCL.				
Services						
	Item	<table><tr><th>Description of Services</th><th>Fee</th></tr><tr><td> 6. Managed Floor Services Package Your Managed Floor Services Package includes the provision: - hours of service as determined by BCL - procurement, ordering and administration of consumables Administration of Services In consideration of BCL administering the employment, compliance and delivery of the Managed Floor Services Package, an administration fee equal to 20% of the total cost of the services is applied, inclusive of statutory employment on-costs and compliance obligations. </td><td> The annual contribution payable for the Managed Floor Services Package will be determined and notified by BCL from time to time in accordance with this Agreement. Details of the current contribution amount may be obtained from the Floor Representative or BCL upon request. </td></tr></table>	Description of Services	Fee	6. Managed Floor Services Package Your Managed Floor Services Package includes the provision: - hours of service as determined by BCL - procurement, ordering and administration of consumables Administration of Services In consideration of BCL administering the employment, compliance and delivery of the Managed Floor Services Package, an administration fee equal to 20% of the total cost of the services is applied, inclusive of statutory employment on-costs and compliance obligations.	The annual contribution payable for the Managed Floor Services Package will be determined and notified by BCL from time to time in accordance with this Agreement. Details of the current contribution amount may be obtained from the Floor Representative or BCL upon request.
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1. Appointment

- 1.1. The Client appoints BCL to provide the Services through personnel employed by BCL, including the Managed Floor Associate, for the Term, and BCL accepts the appointment on the terms and conditions of this Agreement.

2. Standard of services

- 2.1. BCL will provide the Services in a diligent, proper and business-like manner, and in accordance with this Agreement and all applicable Laws.
- 2.2. Each party must, at all times, comply with all Laws applicable to it, including all workplace, industrial relations and employment Laws, in connection with the performance of this Agreement.
- 2.3. Without limiting clause 2.1, nothing in this Agreement requires BCL or any BCL employees to perform the Services in a manner that would contravene applicable workplace, industrial or employment Laws, including laws relating to hours of work, overtime, leave entitlements or minimum employment standards.

3. Managed Floor Associate

- 3.1. The Managed Floor Associate will perform the Managed Floor Duties during the Service Hours. During the Service Hours, the Client may allocate tasks to the Managed Floor Associate and provide instructions regarding the priority and sequencing of those tasks, provided that the Client does not direct, control or manage the Managed Floor Associate's employment, including hours of work, performance management, remuneration, leave or conditions of employment, all of which remain the sole responsibility of BCL. Any remuneration suggestions by the Client are non-binding, and BCL retains sole discretion to approve, implement or decline them.
- 3.2. BCL will provide the Managed Floor Associate 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. This includes any software reasonably required to perform the Services, subject to BCL's approval and compliance with applicable workplace and employment Laws.
- 3.3. The Managed Floor Associate is entitled to four (4) weeks' annual leave per year (pro-rated for the Term), together with any statutory or contractual leave entitlements

(under the Associate's employment contract with BCL).

- 3.4. Cover for up to fourteen (14) days of annual leave is incorporated into the Managed Floor Services Package. Where required, BCL will source a suitably skilled temporary worker will be sourced from an external labour hire provider engaged by BCL.
- 3.5. The Client and the Client's Group will be consulted regarding the timing of the Managed Floor Associate's annual leave. The Client agrees:
 - a) not to unreasonably withhold consent to a proposed period of annual leave; and
 - b) that, in the absence of a response from the Client or a consensus within the Client's Group, BCL may, as the Managed Floor Associate's employer, exercise its reasonable discretion to approve the leave.
- 3.6. Coverage for personal, carer's, study leave, leave without pay, annual leave beyond the included fourteen (14) days (described in clause 3.5 above), and any other statutory leave may be provided through BCL's external service providers at an additional cost payable by the Client.
- 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 Managed Floor Associate may prioritise the provision of Managed Floor Duties to achieve the best practical outcome for the Client and other members of the Client's Group.
- 3.8. The Client must not performance manage, discipline, counsel, issue warnings to, direct corrective action against, or otherwise manage the Managed Floor Associate. Any concerns regarding performance, conduct, availability or suitability must be reported promptly to BCL, and BCL retains sole responsibility for all performance management and disciplinary processes. For the avoidance of doubt, nothing in this Agreement authorizes the Client to engage in conduct that would constitute an employer obligation or exercise of employer power under applicable workplace Laws.

- 3.9. Nothing in this Agreement limits BCL's right to performance manage or discipline a Managed Floor Associate.

4. Client Commercial Information

- 4.1. BCL must ensure that the Managed Floor Associate keeps confidential, and does not copy, disclose or otherwise use, any Client Confidential Information except to the extent necessary to perform the Services or as expressly authorized by the relevant Client or required by Law.
- 4.2. The Client acknowledges that the Managed Floor Associate is employed by BCL, and that BCL is responsible for ensuring compliance with this clause through appropriate employment and confidentiality arrangements.
- 4.3. In this Agreement, "Client Confidential Information" means all information:
- a) relating to the Client or client of the Client;
 - b) obtained or accessed by Managed Floor Associate in connection with the performance of the Services; and
 - c) which is confidential in nature or designated as confidential,
- but excludes information that is public knowledge other than as a result of a breach of this Agreement.

5. Client obligations

- 5.1. The Client must:
- a) assist BCL in providing a safe working environment; cooperate with BCL in addressing any health and safety issues, and assist BCL to ensure compliance with applicable health and safety Laws;
 - b) cooperate with BCL in the provision of the Services, including providing instructions and information when reasonably requested, in a manner consistent with BCL's employment and management of the Managed Floor Associate;
 - c) comply with all Laws relating to bullying, equal opportunity, anti-discrimination and sexual harassment, and ensure that no Managed Floor Associate is exposed to inappropriate behaviour while performing the Services for the Client; and

- d) not do or omit to do anything that would cause BCL to breach any statutory or common law obligations it owes as the employer of the Managed Floor Associate under any applicable laws.

- 5.2. Unless otherwise stated in this Agreement, the Client will be responsible for any expenses that are directly incurred by the Client, or are reasonably pre-approved by BCL as necessary for the Managed Floor Associate to perform the Services.

6. Nature of relationship

The parties acknowledge that at all times during the Term:

- 6.1. The Managed Floor Associate will remain an employee of BCL or an associated entity of BCL and may also be required to perform activities for BCL or an associated entity of BCL in addition to the Services; and
- 6.2. Nothing in this Agreement, including any instruction, direction or supervision provided by the Client under this Agreement, will create, or be construed to create an employment, secondment, contractor, partnership or agency relationship between the Client and a Managed Floor Associate. The Client has no authority to vary the Associate's terms of employment, hours of work, remuneration, leave entitlements, or any other employment condition. The client may provide suggestions or recommendations regarding remuneration to BCL, but BCL retains sole discretion over any decision to implement such changes. Any approved adjustment may result in a corresponding change to the Service Fee in accordance with Clause 10.
- 6.3. BCL represents and warrants that, where required by Law, it holds and will maintain all licenses, registrations and approvals necessary to lawfully provide labour hire services, including the provision of the Managed Floor Associate to the Client. BCL will provide the Services in compliance with all applicable labour hire, employment and workplace Laws, including any obligations relating to pay rates, entitlements, record keeping and reporting. Nothing in this Agreement is intended to, or will, be construed as transferring to the Client any obligation to hold a labour hire license or to assume responsibility for compliance with labour hire Laws in respect of the Managed Floor Associate.

7. Term and termination

- 7.1. This Agreement commences on the Commencement Date and, following expiry of the Initial Term, continues on a month-to-month basis until terminated in accordance with this clause.
- 7.2. After expiry of the Initial Term, either party may terminate this Agreement without cause by providing 30 days' written notice to the other party.
- 7.3. BCL may terminate this Agreement, or suspend the provision of the Managed Floor Services, by providing 30 days' written notice to the Client if:
- a) the Managed Floor Associate's employment with BCL terminates for any reason; or
 - b) BCL, acting reasonably, determines that continuation of the Services is no longer practicable or sustainable.
- 7.4. Termination of this Agreement under this clause does not automatically terminate the employment of the Managed Floor Associate.
- 7.5. If the Client terminates the Agreement under 7.2, and BCL reasonably determines that will result in the termination of the Managed Floor Associate's employment by reason of redundancy or otherwise, the Client agrees to pay its Share of any Termination Cost (or other employment-related costs) in accordance with Clause 8.

8. Consequences of termination

- 8.1. If the Client terminates this Agreement under Clause 7.2, and BCL reasonably determines that such termination, together with the termination or reduction of other members of the Client's Group, results in redundancy or other employment-related costs for the Managed Floor Associate, the Client agrees to pay its Share of the Termination Cost, calculated in accordance with the FW Act and the Associate's employment contract.

The parties acknowledge and agree that:

- a) BCL remains the employer of the Managed Floor Associate at all times, and statutory employment obligations remain BCL's legal responsibility; and

- b) the Client's reimbursement is a commercial arrangement only and does not create any employment relationship between the Client and the Managed Floor Associate.
- 8.2. Subject to clause 8.6, if the Managed Floor Associate's employment with BCL terminates within the Initial Term for any reason other than a material breach by the Client or another Group member:
- a) BCL will supply a replacement Managed Floor Associate at no additional charge to the Client; and
 - b) if required, BCL will provide a suitably skilled temporary Managed Floor Associate until the replacement is supplied.
- 8.3. If the Managed Floor Associate's employment with BCL terminates after the Initial Term for any reason other than a material breach by BCL:
- a) BCL will supply a replacement Managed Floor Associate, and the Client will pay its Share of the Reestablishment Fee, amortized monthly over twelve months, calculated based on the Client's contribution to the Managed Floor Services Package as set out in Appendix 1; and
 - b) if required, BCL will provide a temporary Managed Floor Associate until the replacement is recruited.
- 8.4. Termination of the Managed Floor Associate's employment with BCL does not automatically terminate this Agreement, unless a party provides notice of termination in accordance with clause 7.2.
- 8.5. If this Agreement terminates for any reason while instalments of an Establishment Fee or Reestablishment Fee remain outstanding, the full remaining balance of those fees will become immediately due and payable, except where termination occurs due to a material breach by BCL.
- 8.6. Notwithstanding clause 8.2, where immediately prior to the Commencement Date the Managed Floor Associate was providing services to the Client under a previous agreement with BCL that were substantially the same as the Services, any termination of that Managed Floor Associate's employment during the Initial Term will be treated for the purposes of

clause 8.3 as if it occurred after the expiry if the Initial Term. For the avoidance of doubt, the Initial Term does not recommence for the purposes of clause 8.2 where the Managed Floor Associate's engagement represents a continuation of services previously provided to the Client.

9. Payment and invoicing

9.1. In consideration for the provision of the Services, the Client must pay BCL the Services Fee, which includes all amounts due for:

- a) the Managed Floor Associate's entitlements to remuneration, wages, salary, allowances, penalties, overtime payments, bonuses, commissions, incentives, long service leave, annual leave, annual leave loading, personal/carer's leave, superannuation and entitlements under any industrial instrument, legislation, regulation or contract of employment;
- b) administration fees and costs associated with providing and managing the Services;
- c) consumables, metered services, and technology services (where applicable) provided under the Managed Floor Services Package; and
- d) any additional fees for leave coverage and temporary replacement services arranged under this Agreement.

9.2. BCL will issue the Client a tax invoice each month for Services to be provided in the forthcoming month.

9.3. Each invoice is payable within 30 days of the invoice date. All amounts are exclusive of GST unless otherwise stated.

9.4. If the Client fails to pay any invoice by the due date, BCL may suspend the provision of the Services until payment is received, without prejudice to other rights under this Agreement.

10. Fee changes

10.1. The Client acknowledges and agrees that the cost of the Managed Floor Services Package may increase from time to time, including at least annually, due to:

- a) wage reviews, market adjustments or changes to the Managed Floor Associate's remuneration under their employment terms;
- b) incremental progression of the Managed Floor Associate within a classification, competency or performance framework, including higher duties arrangements;
- c) changes to the Superannuation Guarantee rate;
- d) changes to statutory employment obligations, including leave entitlements, payroll tax, workers compensation or similar on-costs
- e) changes in Law, regulatory guidance, enforcement activity or interpretation of applicable instruments affecting employment compliance;
- f) material changes in the cost of metered services, consumables, or other service components included in the Managed Floor Services Package.

10.2. BCL will ensure that the Managed Floor Associate is remunerated in accordance with all applicable Laws, including the FW Act, any applicable instrument, and statutory entitlements

10.3. BCL may pass on any such increases to the Client by providing at least 30 days' written notice prior to the implementation of the increase. The notice must specify the amount of the increase and the reason for it.

10.4. BCL acknowledges that the Managed Floor Services costs are apportioned based on the portion set out in Appendix 1 of the total costs. If a chamber has more than one Client, the allocation of that chamber will be divided among the Clients in that chamber such that the total equals 100% of that chamber's portion.

10.5. If a chamber remains vacant (i.e. no Client occupies the chamber) for more than 90 consecutive days, BCL may require the Group to reallocate that chamber's portion of costs to the other Group members to ensure equitable distribution of costs.

10.6. If a floor requires a different arrangement for apportionment of costs, BCL may, at its discretion, approve an alternative allocation method

10.7. Where apportionments change under clauses 10.5 or 10.6, BCL will issue

an updated Appendix 1 reflecting the revised proportions and corresponding Service Fees.

11. GST

- 11.1. Words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act) will have the same meaning in this clause, unless the context otherwise requires.
- 11.2. If GST is payable, or notionally payable, on any supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that supply must pay, in addition to that consideration, an amount equal to the amount of GST payable (the GST Amount). The GST Amount is payable at the same time as the underlying consideration, subject to receipt of a valid tax invoice. 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. If any indemnity, reimbursement or similar payment under this Agreement is based on a cost, expense or other liability incurred, the amount payable will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to that cost, expense or 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 the parties must make any necessary payment or refund to give effect to the adjustment.
- 11.5. This clause survives the expiration or termination of this Agreement.

12. General

- 12.1. Notices
- Notices under this Agreement must be in writing (including by email) and are deemed delivered as follows:
- if delivered in person, when received by the addressee;
 - if sent by post, upon delivery to the addressee's registered office, chambers or clerk's office; or
 - if sent by email:

(1) to a vicbar.com.au or bcl.net.au email address, when sent by the sender;

(2) to any other email domain, when received by the recipient.

12.2. Governing law and jurisdiction

This Agreement is governed by the laws of Victoria. 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 it without the prior written consent of the other party.

12.4. Waiver

A failure or delay by a party in exercising any right, power, authority, discretion or remedy under this Agreement does not result in a waiver of that right, power, authority, discretion or remedy, nor prevent its later exercise.

12.5. Variation

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

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

12.6. Further assurances

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

12.7. Entire agreement

This Agreement supersedes all prior agreements relating to its subject matter and constitutes the entire agreement between the parties.

12.8. Counterparts and electronic signatures

This Agreement may be executed in any number of counterparts. All counterpart taken together constitute one instrument. This Agreement may be signed electronically by either party.

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 open for business.

Client means each of the person identified in Appendix 1 to this Agreement as an “Occupant” of a particular room on the relevant floor.

CPI means the Australian Bureau of Statistics ‘All Groups’ Consumer Price Index (8 capital city average) percentage increase for the 12-month period ending in the month in which the anniversary of the Commencement Date occurs.

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

Day means a period of 7.6 hours unless otherwise specified.

Employment Agreement means the contract of employment between BCL and the Managed Floor Associate.

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

FW Act means the *Fair Work Act 2009* (Cth).

Group means the group of barristers (as varied from time to time) who together acquire and fund the Managed Floor Services for a floor, including the Managed Floor Associate. A Group may or may not correspond with a group recognized under the Chambers Rules of Occupancy.

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 statute, regulation, subordinate legislation, award, code, or legally binding requirement of the Commonwealth, State or Territory of Australia.

Managed Floor Associate means a person employed by BCL to perform the Managed Floor Duties for the Client’s Group during the Term.

Managed Floor Associate Fee means the portion of the Service fee attributable to the employment and provision of the Managed Floor Associate, as specified in Item 5 of the Schedule.

Managed Floor Duties means the duties described Appendix 2.

Managed Floor Services Package means the total package of services provided by BCL under this Agreement, which may include the Managed Floor Associate, administration services, metered services, consumables, technology, and leave coverage.

Metered Services means services charged by reference to usage or activity, including printing, consumables, or other variable services.

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

Service Fee means the monthly amount specified in Item 6 of the Schedule, inclusive of the Managed Floor Associate Fee, administration fees, and any other recurring charges, and exclusive of any additional fees such as Establishment Fees, Reestablishment Fees, leave coverage fees, or Termination Costs unless expressly stated.

Service Hours means the hours set out in Item 5 of the Schedule, as varied from time to time subject to BCL approval.

Services means the services identified in the Schedule and includes the Managed Floor Duties.

Share means, unless otherwise specified, a Client’s proportionate share of a fee or cost calculated in accordance with the chamber-based apportionment model described in Appendix 1.

Term means the Initial Term, and any continuation of this Agreement in accordance with its terms.

Termination Cost means all employment-related payments and liabilities that BCL is legally required to pay in connection with the termination of a Managed Floor Associate’s employment, including but not limited to redundancy pay, pay in lieu of notice, accrued leave entitlements, superannuation, and any other statutory or contractual employment obligations.