

FITOUT GUIDE:

WENTWORTH & SELBORNE CHAMBERS

174 – 180 PHILLIP STREET

SYDNEY NSW 2000

LOCKHART CHAMBERS

233 MACQUARIE STREET

SYDNEY NSW 2000

WINDEYER CHAMBERS

225 MACQUARIE STREET

SYDNEY NSW 2000

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This Fitout Guide sets out the rules and requirements for undertaking building, maintenance, construction, repairs and service work of any kind in any part of the properties that are owned and/or managed by Counsel's Chambers Limited. These rules must be adhered to at all times and applies to all manner of work undertaken by tradesmen and service technicians.

Members and Members' Floors have a responsibility to ensure that all work that takes place is in keeping with the requirements of the Work Health and Safety Act 2011.

In order to obtain permission to carry out work of any nature, the application form at the end of this Fit Out Guide must be completed and returned to Counsel's Chambers Limited, along with the necessary supporting documentation and security deposit.

1. DEFINITIONS

In this document, except for where the context otherwise requires:

<i>The Accessibility Consultant</i>	is Morris Goding & Associates Pty Limited, A.B.N. 70 414 330 060
<i>AFSS</i>	is the Annual Fire Safety Statement for any one of the addresses that form part of <i>the Buildings</i> ;
<i>alternative solution</i>	is a method of complying with the Performance Requirements of the NCC other than by a Deemed-to-Satisfy Solution;
<i>the Applicant</i>	is a person, group of persons, Floor of Barristers, or entity who causes, or intends to cause, <i>the Work</i> to be carried out;
<i>the Buildings</i>	is where <i>the Work</i> is taking part in or affects any part of any of the following locations: <ul style="list-style-type: none"> a) Selborne Chambers, 174 – 176 Phillip Street, Sydney NSW 2000; b) Wentworth Chambers, 178 – 180 Phillip Street, Sydney NSW 2000; c) Lockhart Chambers, 233 Macquarie Street, Sydney NSW 2000; or d) Levels 6 – 9 Windeyer Chambers, 225 Macquarie Street, Sydney NSW 2000;
<i>CDC</i>	is a Complying Development Certificate issued under the Environmental Planning & Assessment Act 1979, the application for which may be made to <i>the Certifier</i> and none other;
<i>the Certifier</i>	is Group DLA Pty Limited, A.B.N. 99 159 812 843;
<i>Chambers</i>	are areas specifically occupied or intended to be occupied by Barristers;
<i>the Company</i>	is Counsel's Chambers Limited, ABN 72 000 111 302;

<i>the Contractor</i>	is a person, group of persons, or entity engaged by <i>the Company</i> or <i>the Applicant</i> to undertake <i>the Work</i> ;
<i>the design</i>	is all of the documentation developed for the purpose of configuring, drawing, scheduling, certifying, planning and co-ordinating <i>the Work</i> ;
<i>the Electrical Engineer</i>	is ARUP Pty Limited, A.B.N. 18 000 966 165;
<i>fire and essential services</i>	is any one or more of the services or measures nominated on the <i>AFSS</i> ;
<i>the Fire Engineer</i>	is ARUP Pty Limited, A.B.N. 18 000 966 165;
<i>the Hydraulic Engineer</i>	is ARUP Pty Limited, A.B.N. 18 000 966 165;
<i>Major Works</i>	<p>is where <i>the Work</i> includes any of the following elements;</p> <ul style="list-style-type: none"> (a) alterations to sanitary facilities; (b) alterations to public areas that require a <i>CDC</i>; (c) alterations to the lift services to <i>the Buildings</i> in any way; (d) alterations to the mechanical services in Lockhart Chambers in any way; (e) alterations that require structural penetrations or changes to the structural elements of <i>the Buildings</i>; (f) wholesale replacement of mechanical services to public areas in Wentworth & Selborne Chambers; (g) alterations where <i>the Applicant</i> is required to carry out any part of <i>the Works</i> in a <i>public area</i> that is not subject to <i>the design</i>, or is located on a Floor not occupied by <i>the Applicant</i>; (h) alterations that require an <i>Alternative Solution</i> under the NCC; and, (i) alterations that affect an existing <i>Alternative Solution</i> under the NCC;
<i>the Mechanical Engineer</i>	is ARUP Pty Limited, A.B.N. 18 000 966 165;
<i>Minor Works</i>	is where <i>the Works</i> include none of the elements listed to define <i>Major Works</i> ;
<i>NCC</i>	is the National Construction Code of Australia;
<i>the Occupational Hygienist</i>	is Airsafe Pty Limited, A.B.N. 84 164 293 690;
<i>public areas</i>	is any space or area within <i>the Buildings</i> other than <i>Chambers</i> ;
<i>security deposit</i>	is \$6,800 for <i>Major Works</i> and \$1,800 for <i>Minor Works</i> ;
<i>services and structures</i>	means any part of all of the parts of the fabric and infrastructure of <i>the Buildings</i> , inside and out, including but not limited to the floors, walls, columns, beams, footings, building envelope, windows, glazing, doors,

	protective coatings and membranes and any part of the plant, equipment and infrastructure which serves <i>the Buildings</i> including pipes, cables, network equipment, fire and smoke control and safety equipment, lights, mechanical plant, floor and wall coverings, ceilings and frames, taps, stop valves, urinals (dry or otherwise), toilet pans, cisterns, sensors, lights, switches, and all fittings and fixtures;
<i>the Structural Engineer</i>	is ARUP Pty Ltd, A.B.N. 18 000 966 165;
<i>the Vertical Transport Engineer</i>	is ARUP Pty Ltd, A.B.N. 18 000 966 165;
<i>Wentworth Chambers Property Landowner</i>	is Government Property NSW;
<i>the WH&S Consultant</i>	is BeAware Solutions Pty Limited, A.B.N. 33 119 853 637;
<i>the Work</i>	is an undertaking of any nature whatsoever, involving construction, maintenance or otherwise, carried out or caused to be carried out by <i>the Applicant</i> in <i>the Buildings</i> .

2. NOTIFICATION PERIODS

MAINTENANCE CONTRACTORS AND SERVICE PROVIDERS carrying out *Minor works* such as;

- photocopier repairs;
- information and technology services;
- water filter and boiler services;
- indoor plant hire services and caterers for functions;
- minor furniture repairs, furniture removals, furniture deliveries; and,
- minor appliance repairs and major appliance deliveries;

are not required to produce documentation or provide notification for each visit (except the first visit), however they must sign in on Level 1 and can pre-register with *the Company* beforehand. Contact *the Company* for pre-registration at (02) 9231 3644 or at maint@ccl.com.au.

WORK IN CHAMBERS such as the following examples (with references to sections of the Fit Out Guide noted);

- carpet, vinyl or soft flooring installations (Section 5.5);
- blind, screen or shutter installations (Sections 5.5, 5.28 & 5.36);
- picture hanging (Section 5.5);
- painting (Sections 5.5 & 5.34); and,
- floor polishing (Sections 5.5 & 5.34);

requires *the Company* to be notified no less than **48 hours in advance** and must observe the following basic requirements:

1. Complete and sign the application pages of the Fit Out Guide and return this to *the Company*.
2. Provide *the Company* with the necessary insurance certificates.
3. Provide credit card details for the pre-authorisation of the *security deposit*.

MORE SUBSTANTIAL WORK IN CHAMBERS must have plans and a written scope submitted no less than **21 days in advance** of the anticipated commencement date, for a detailed review and approval process.

FLOOR RENOVATIONS OR *Major Works* requires detailed consultation with *the Company* **no less than 6 months prior** to commencing work on site and **a complete application and supporting documentation made prior to 30 June** (where *the Work* is proposed to commence in December of the same year) and approval from the Board of Directors is required.

3. WORKS POLICY

The Work may only be carried out in accordance with the following requirements:

- 3.1 *The Applicant* must seek and obtain written approval from *the Company* to carry out *the Work* by completing the application form (the last 3 pages of this Fit Out Guide) and submitting it to *the Company*, along with the necessary documentation that has been called for and in observation of the relevant notification periods.
- 3.2 *The Company* shall be entitled in its absolute discretion to grant or withhold approval to carry out *the Work*, in part or in whole, or may in granting approval impose any conditions which it considers necessary or appropriate.
- 3.3 Approval to carry out *the Work* will not be granted if there are any outstanding Arrears of maintenance contributions or rent.
- 3.4 *The Applicant* shall ensure that *the Contractor* or otherwise any person engaged by *the Applicant* in respect of *the Work* fully and faithfully complies with all of the requirements of this Fitout Guide.
- 3.5 Where *the Work* is carried out without the approval of *the Company*, *the Work* shall cease and be rectified or returned to original state by *the Applicant*. If *the Applicant* fails to do so they will be liable to *the Company* for an amount equivalent for the cost of carrying out such work. This will become monies due and payable to *the Company*.
- 3.6 Applications to carry out *the Work* must be submitted to *the Company's* offices and, depending on the nature or extent of *the Work* to be carried out, *the Company* may require the following:
 - (a) Detailed plans and specifications in respect of *the Work*. CAD drawings of existing floor layouts may be available and obtained from *the Company's* Maintenance Department.
 - (b) The written approval of the members of *the Applicants* Floor.
 - (c) Approval by the relevant statutory authorities of plans and specifications for *the Work*.
 - (d) Approval of the *Wentworth Chambers Property Landowner* if required. Where *the Work* is proposed to be carried out in Windeyer Chambers the approval of the Owners Corporation will be required.
 - (e) An indemnity against any damage to *the Company's* property caused by or as a result of the carrying out of *the Work*.
 - (f) An indemnity against any claims of any nature whatsoever resulting from *the Work*.
 - (g) The relevant security deposit is paid to *the Company*.
 - (h) All other requirements set out herein.
- 3.7 *The Company* may determine, in consultation with *the Certifier*, that consent from a statutory authority is required. Such consent may be sought in the form of either a *CDC* or a Development Application through the City of Sydney Council. These applications require the consent of the landowner, from *the Company* and/or the *Wentworth Chambers Property Landowner*.
- 3.8 Where *the Company* has determined that approval from a statutory authority is required to conduct *the Work*, *the Work* will not be approved until such time that consent from the statutory authority has been obtained and provided to *the Company*.

4. DESIGN & CO-ORDINATION POLICY

The Design of the Work must observe the following conditions:

- 4.1 This clause shall be read in conjunction with the whole of this Fit Out Guide, to ensure that completeness of *the design* is achieved.
- 4.2 The costs of compliance to this policy will be the responsibility of *the Applicant*.
- 4.3 **Fire and Essential Services:** *Fire and essential services* shall not be altered in any way without the prior approval of *the Company*, nor shall *the Works* impede or affect the performance of the *fire and essential services*.

Where the installation of *fire and essential services* are proposed to be altered or changed in any way, the reinstatement or installation of *fire and essential services* must be in accordance with *the Company's AFSS* or as directed by *the Company*.

- 4.4 **Existing Alternative & Engineering Solutions:** *The design* must consider and incorporate all and not cause any change, detriment or affect the performance of any of *the Buildings alternative solutions* including:
 - (a) The Fire Engineered Solution for the Smoke Hazard Manager System in Wentworth & Selborne Chambers.
 - (b) The Fire Engineered Solution for Fire Services in Lockhart Chambers.
 - (c) The Engineered Solution for the provision of accessible toilet facilities to Wentworth & Selborne Chambers and Lockhart Chambers.
 - (d) Any and all other existing or proposed Alternative or Engineered Solutions *the Company* determines as relevant or applicable or listed on the *AFSS*.
 - (e) The Fire Safety Engineering Report dated 26 September 2019 which includes, amongst other things, the requirements for the installation and continuing operation of side wall sprinkler heads in Chambers.
- 4.5 **Exit Signage:** Where *the Work* is proposed to take place in Wentworth & Selborne Chambers, *the design* shall direct paths of egress to both the front and rear fire stairs in Wentworth & Selborne Chambers and shall be installed in accordance with AS 2293.
- 4.6 **Emergency Evacuation Procedures and signs:** *The design* must not cause to be changed the emergency evacuation procedures and signage to *the Buildings* in any way.
- 4.7 **Lift Landing Buttons:** Where *the Work* will be carried out within lift lobbies on floors, *the Design* must provide for the Lift Landing Buttons to be upgraded to the current lift code and in accordance with the requirements of legislation, regulations and standards for equitable access.
- 4.8 **Services and structures:** The performance, layout and configuration of *services and structures* shall not be altered in any way, nor shall *the design* impede, reduce or affect the performance of the *services and structures* in any way without the approval of *the Company*.

Where *the Works* are proposed to be carried out adjacent to existing, *services and structure*, *the design* must:

- (a) Reflect all of those *services and structures*.

- (b) Demonstrate how those *services and structures* will remain in continuous and uninterrupted operation.

Where *the Works* cause *services and structures* to be interrupted or altered in any way, *the design* must;

- (a) nominate the correct performance standard for the reinstatement of those *services and structures* in accordance with the *NCC* and the relevant *AFSS*;
- (b) include a written endorsement from the relevant professional listed in and in accordance with the requirements of this Fit Out Guide;
- (c) have the specific and explicit written approval of any Shareholder's Floor(s) where the *services and structures* are located; and,
- (d) reflect entirely and in detail, the complete nature of the effect of alterations to those *services and structures*.

The co-ordination of all existing and new *services and structures* is the responsibility of *the Applicant*. *The Company* reserves all rights with respect to approving or rejecting part of *the Works* that include alterations, either temporary or permanent, or interruptions to existing *services and structures*.

4.9 **Alterations to *services and structures*:** Notwithstanding other provisions herein, where *the design* causes *services and structures* to be changed or altered in any way and where *the Company* approves such change, *the Applicant* agrees;

- (a) to indemnify *the Company* against the failure or non-performance or non-compliance of those changed *services and structures* and any claims that may arise from the same;
- (b) to be actively and entirely responsible for the ongoing warranty, service, maintenance and repair of those *services and structures* into the future;
- (c) to cause to conduct all testing, inspections, surveys and produce work as executed documentation as directed by *CCL*; and,
- (d) to bear all costs associated with the observation of this clause.

4.10 **Professional Advice and Consultancy:** *The Company* may direct *the Applicant* to obtain professional advice and certification for design and installation where *the Works* may affect the performance or certification of building services and structure, including but not limited to:

- (a) *the Certifier*;
- (b) *the Structural Engineer*;
- (c) *the Fire Engineer*;
- (d) *the Electrical Engineer*;
- (e) *the Mechanical Engineer*;
- (f) *the Hydraulic Engineer*;
- (g) *the Vertical Transport Engineer*;
- (h) *the Occupational Hygienist*; and,

(i) *the WH&S Consultant.*

4.11 Wentworth DB Rooms: In order to maintain the continuing use of the Electrical Distribution Board Rooms in Wentworth Chambers it is dependent upon the following requirements:-

- (a) That photocopiers, where installed or proposed to be installed, are located on the wall opposite the electrical distribution board.
- (b) The electrical distribution board is fully enclosed within a cupboard, the doors to which can be opened fully without touching anything else in the room.
- (c) Any items that are stored in the room must be enclosed in a cupboard which does not obstruct access to the electrical distribution board.
- (d) That all bus bars, electrical conduits, meters and electrical infrastructure for the floor and the building must be isolated and enclosed in a non-conductive, impact resistant, non-flammable and accessible enclosure.
- (e) Sufficient provision of ventilation to the room.

Where *the Applicant* is a Floor of Shareholders and *the Works* involve the common area of a floor, the requirements listed in clause above must be observed. Failure to do so will result in *the Company* prohibiting the use of the Wentworth Electrical Distribution Board Room for use. All costs associated with observing these requirements shall be the responsibility of *the Applicant*.

4.12 Hazardous Materials: *The design* must consider the possible presence of hazardous materials, and outline the process for dealing with any such materials. A memorandum that outlines the requirements for dealing with window mastic containing asbestos is included herein.

4.13 Wayfinding signage for accessible toilets: *The Works* shall not, under any circumstances, involve the removal, alteration or change to the existing wayfinding signage or the position of such signage where already installed throughout *the Buildings*.

4.14 Hydraulic Upgrades: The hydraulics and plumbing infrastructure in Wentworth & Selborne Chambers have been and are continuing to be upgraded over time. Should any proposed work affect or require alteration to hydraulic services in any way, *the Company* may impose conditions on *the Work* to ensure that the proposed changes meet the requirements of the upgrade. *The Company* also requires that certain concealed elements of the hydraulic services on floors are upgraded and are done so in accordance with the requirements of its Hydraulic Services Engineer.

4.15 Solid, Floating and Non carpet Flooring: *The Company* does not encourage the installation of solid, floating or non-carpeted floors throughout the buildings. Should *the Applicant* wish to install a solid, floating or non-carpet floor *the Applicant* must ensure that floor finishes comply with, at a minimum, the requirements within the *NCC* for Class 2 Buildings and the standards nominated therein for noise insulation and, notwithstanding the provisions nominated therein, any floor finish installed as part of *the Works* must not cause noise to be transferred to surrounding areas within *the Buildings* and in particular to floors above and below the area where *the Work* is proposed to take place, or to cause a loss of amenity to others within *the Buildings*.

Where a change to floor finish is proposed, *the Applicant* must ensure that all necessary measures are included as part of *the Work* to prevent the transfer of airborne noise, resonant vibration and transient vibration from the floor finish to other areas within the buildings.

Where alterations to a floor finish cause loss of amenity to others within *the Buildings*, *the Company* shall give notice to *the Applicant* and the original floor finishes must be reinstated in no less than 14 days from the date of that notice.

- 4.16 **Lockhart Chambers AC:** Any part of *the Work* that may affect the central air conditioning system in Lockhart Chambers, including the addition, removal or moving of partitions within rooms, will require the mechanical system to be balanced and retro-commissioned. The balancing and retro-commissioning may only be performed by specialist contractors endorsed by *the Company*.
- 4.17 **Documents to be submitted in applications:** The production of all documentation for *the design*, of *the Works*, including the co-ordination of services will be the responsibility of *the Applicant*. All applications to perform work on site must be accompanied by no less than the following documentation:
- (a) Demolition Plan.
 - (b) Construction Plan.
 - (c) Reflected Ceiling Plan.
 - (d) A written scope of work.
 - (e) A complete construction programme.
 - (f) Sections where full height partitions or joinery are proposed to be installed, or any other section requested by *the Company* showing critical dimensions.
 - (g) Detailed plans of *services and structures* where those *services and structures* are affected by *the Works* and as requested by *the Company*.
- 4.18 **Additional Information:** *The Company* reserves the right to request design information, specifications, drawings or professional advice, at *the Applicant's* cost, for mechanical, electrical, hydraulic and joinery work, or any other professional advice, prior to considering an application to carry out *the Work*.
- The Company* may direct *the Applicant* to add to or alter *the design* to include the following:
- (a) Access hatches in ceilings in corridors and reception spaces, in number and position as *the Company* sees fit.
 - (b) The style and position of light fixtures.
 - (c) The addition or removal of water saving urinal devices or products where those devices or products may be considered detrimental to building services.
 - (d) Services, fittings, fixtures or generally any part of *the Work*.
 - (e) Any other service, provision or element of *the design* that *the Company* so requests.
- 4.19 **Format for submission:** The general design, specifications and drawings may be submitted as either printed copies or in *.pdf format. In addition, all drawings must be submitted in *.dwg or CAD format.
- 4.20 **Changes to *the Design*, plans and documentation:** Changes, revisions or amendments to plans and documents forming part of *the design* must observe the following requirements:
- (a) A change must be highlighted in a cloud, and that cloud must be numbered.

- (b) Any one or more changes to a plan must be reflected in a new revision of that plan, schematic or drawing.
- (c) Each revision of a plan, schematic or drawing must include a column or list that clearly identifies all of the clouded changes that appear on that revision.
- (d) In addition to the standard document transmittal sheet issued when new revisions are circulated, a further document must be issued that identifies all of the changes that have been made to the entire suite of plans, drawings and schematics since the original submission. This history of revisions must contain the cloud number, the revision on which that cloud appears, the date of issue of that revision and a description of the change.

4.21 Completion and Occupation: Where formal consent is required by way of a *CDC*, *the Applicant* must provide *the Company* with a copy of the Occupation Certificate prior to occupying a space affected by *the Works*.

The Work must be carried out in accordance with *the Company's* instructions and to the satisfaction of *the Certifier*. Failure to do so will result in an instruction by *the Company* to rectify and/or *the Company* will have any faults or non-compliant work rectified independently. All costs associated in rectifying non-compliant building work will be passed on to *the Applicant*.

4.22 Final Documentation: *The Company* requires the following upon completion of *the Works*:

- (a) Certification of installation for all trades and contractors.
- (b) Occupation Certificate.
- (c) As built drawings for architectural layouts and reflected ceiling plans where applicable or as requested by *the Company* in PDF and CAD (.pdf & .dwg) formats.
- (d) As built drawings for all plans associated with the trades involved with construction including mechanical, electrical, hydraulic and joinery where applicable or as requested by *the Company* in PDF and CAD (.pdf & .dwg) formats.
- (e) Copies of Engineering or Alternative solutions applied during *the Work*.
- (f) Copies of Engineering advice in relation to mechanical or structural works.
- (g) Copies of all manuals and warranties.
- (h) Results of testings, inspections and surveys.
- (i) Any other documentation *the Company* may be reasonably expected to possess upon completion of *the Works*.

The Company shall withhold the security deposit until the documentation listed above is provided.

5. ON SITE PROCEDURES

This section applies to *the Contractor* engaged to carry out *the Work*. The requirements set out in these “On site Procedures” apply to all trades and persons engaged by *the Contractor* or otherwise performing some undertaking in *the Buildings*. Failure to strictly observe these requirements will constitute a breach of these “On Site Procedures”.

- 5.1 This section “On Site Procedures” shall be read in conjunction with the other sections in this Fit Out Guide as issued by *the Company*.
- 5.2 *The Company* reserves the right to consent to or reject any work proposed to be carried out in *the Buildings*.
- 5.3 Consent must be obtained prior to carrying out any work in the buildings. Consent, when obtained by *the Company*, will be in the form of a “Work in Progress Approval Certificate & Shareholders Notification”. Requests for approval must be made at least 28 working days in advance of work being carried out, and approval will only be issued Monday to Friday.
- 5.4 By entering into any contract with *the Company* or *the Applicant* to carry out *the Work* in *the Buildings*, *the Contractor* acknowledges that the occupancy of *the Buildings* consists mainly of barristers’ chambers and that the barristers carry on the practice of their profession during the hours of 8.00am and 6.00pm Monday to Fridays (inclusive).

Periods which are critical for barristers and of which *the Contractor* should be aware are:

- (a) 8.00am – 10.00am Conference before Court
 - (b) 1.00pm – 2.00pm Conference during lunch break
 - (c) 4.00pm – 6.00pm Conference after Court
- 5.5 In carrying out *the Works*, *the Contractor* agrees that *the Contractor* shall not (without the prior written consent of the General Manager of *the Company*) carry out or permit to be carried out between the hours of 8.00am and 6.00pm Mondays to Fridays inclusive any activity which will result in;
- (a) undue noise from hammering, sawing, drilling or otherwise from the use of plant and equipment;
 - (b) the generation of noxious odours or fumes of any kind;
 - (c) obstruction of access to *the Buildings*, or of the corridors and lobbies of *the Buildings* by building materials and plant and equipment;
 - (d) the lifts in *the Buildings* being used for the conveyance of building materials and plant and equipment; or,
 - (e) sawdust, dirt or building waste being left or disposed of in lifts and corridors of *the Buildings*.
- 5.6 Noise levels however generated are to be kept to a minimum at all times. *The Company* reserves the right to order the immediate cessation of *the Works* if noise levels are not acceptable to *the Company*.

- 5.7 *The Contractor* must barricade any public area when carrying out hazardous work which might constitute danger to persons or property.
- 5.8 *The Contractor* is required to remain within the designated work areas at all times. Access to other areas will require the prior authorisation of *the Company* and conditions to may apply.
- 5.9 *The Contractor* is to notify *the Company* of the type of tools, plant, equipment and materials to be used to carry out *the Work*.
- 5.10 All tools and equipment are to be kept within barricades.
- 5.11 Each person under the control of or employed by *the Contractor*, whether directly or sub contracted, must sign in and out at Level 1 Selborne Chambers for each day that the person attends *the Building* to ensure that security is maintained and to enable *the Company's* Emergency Evacuation Procedure to account for ALL persons at all times.
- 5.12 *The Contractor* is required to notify *the Company* in advance of whenever and wherever access to *the Buildings* is required.
- 5.13 *The Contractor* is required to take out and maintain insurance cover as required by law in respect of their employees and insurance against death or accident in respect to non-employee representatives whilst such persons are engaged in *the Works*.
- 5.14 *The Contractor* is required to comply with the law relating to Work Health and Safety and the Environment and with any relevant Legislation and to obtain any necessary approvals and consents for *the Works* and to complete *the Works* in a proper and workmanlike manner with the best materials reasonably available and generally according to standards laid down by the Australian Standards Associations and the NCC.
- 5.15 *The Contractor* agrees to indemnify and keep indemnified *the Company* from and against all and any costs, losses and expenses of any nature whatsoever which *the Company* may suffer or incur in connection with loss of life, personal injury and/or damage to property from or out of the performance of *the Works* by *the Contractor* or caused or contributed to by the negligence of *the Contractor* or any of *the Contractor's* servants, agents or employees.
- 5.16 Upon the date hereof *the Contractor* shall produce evidence to *the Company* that *the Contractor* has the benefit of a Public and Products Liability Insurance policy in the sum of \$20,000,000.00.
- 5.17 All debris, rubbish, building materials and equipment are to be removed by *the Contractor* from *the Buildings* as and when required by *the Company*.
- 5.18 Public areas of *the Buildings* are to be kept in a safe and clean condition at all times.
- 5.19 Hot works permits are to be completed if any form of Hot works forms part of *the Works*. This includes but is not limited to welding, brazing, grinding, soldering or any work that produces heat, flame or sparks.
- 5.20 Fire Services impairment procedures must be followed and a permit issued wherever fire services will be affected by *the Works*.
- 5.21 Smoking, carrying cigarettes and carrying lighters for the purposes of smoking is not permitted in any part of *the Buildings*, including roof areas, concourses, plant areas, the building maintenance unit or scaffold attached to *the Buildings*, for all persons undertaking a part of *the Works*.
- 5.22 Under no circumstances are fire stair landings or the concourse of *the Buildings* to be used as a work site by the Contractor.

5.23 *The Company*, at its absolute discretion, may from time to time permit noisy works in *the Buildings* during the restricted hours nominated herein. *The Company* may permit such works to be carried out subject to the following conditions:

- (a) That there may be a partial lifting of noise restrictions in the week prior to 25 December each year;
- (b) in the week prior to 25 December each year, intensive and consistent noisy work during working hours will not be tolerated (ie jack hammering of walls, jack hammering into the slab or the surface of the slab and drilling into brickwork);
- (c) there will be a complete lifting of *the Buildings* noise restriction from 12.00pm on 24 December each year; and,
- (d) noise restrictions will be re-imposed from 27 January.

5.24 *The Contractor* acknowledges and affirms that any breach of these “On Site Procedures” by themselves, employees or subcontractors shall, as *the Company* may in its absolute discretion decide, constitute a substantial breach by *the Contractor* entitling *the Company* to exercise any rights available to *the Company* as a result of such breach or entitle *the Company* to expel *the Contractor* from *the Buildings* or both.

5.25 *The Contractor* and *the Company* agree that in the event of any inconsistency between the provisions of these “On Site Procedures” and the provisions of any contract made between them or with *the Applicant*, the provisions of these “On Site Procedures” shall prevail to the extent of such inconsistency.

5.26 *The Contractor* shall ensure that these “On Site Procedures” are made known to and bind *the Contractor’s* employees and *the Contractor’s* subcontractors and their employees and every person engaged in *the Works* and for whom *the Contractor* is responsible, to the extent that these “On Site Procedures” apply.

5.27 For the purposes of these “On Site Procedures” a reference to *the Contractor* means and includes a reference to *the Contractor’s* employees and *the Contractor’s* subcontractors and their employees and every person engaged in *the Works* and for whom *the Contractor* is responsible.

5.28 The Contractor has read and understands the following Memorandum:

The mastic in some of the windows in Lockhart Chambers contain traces of asbestos. The mastic surrounds the glass in the window panes, providing a seal for the window. The affected windows are those that are original to the building, and are located in Lockhart Chambers in the rooms at the rear of the floor, facing west towards the light well facing Selborne Chambers.

The mastic in all other windows in Wentworth & Selborne Chambers and Lockhart Chambers do not contain asbestos.

CCL has been advised that provided the mastic remains in good condition and is not disturbed it presents no material danger.

A management plan has been developed and implemented by CCL to address the risk associated with the window mastic. The plan involves testing, inspections and ensuring that some simple rules are observed. Under the plan the following measures must be strictly observed by all occupants of and visitors to the building:

- *The mastic must not be disturbed, removed or damaged in any way.*

- *All persons occupying space in these rooms must be aware of the presence of asbestos in the window mastic.*
- *The mastic has been sealed and CCL has been advised that it presents no danger in its current form, however it must remain in place and remain undisturbed.*
- *All building work carried out in Chambers must be approved by Counsel's Chambers Limited prior to any work taking place and must be carried out in accordance with the Fit Out Guide.*
- *Counsel's Chambers must be notified of any intention to carry out work in the vicinity of the windows.*
- *The replacement, removal, modification or attachment to glazing or window frames is strictly prohibited in all parts of the buildings.*

5.29 *The Contractor* may forfeit all or part of the *security deposit* where costs are incurred by *the Company* as a consequence of *the Work* including but not limited to the following circumstances:

- (a) The fire alarm being set off as a consequence of *the Work*.
- (b) The security alarm being set off as a consequence of *the Work*.
- (c) Damage to any part of *the Buildings* is observed to have occurred as a consequence of *the Work*.
- (d) *The Work* is not completed in accordance with this Fit Out Guide.
- (e) *The Contractor* is in breach of the provisions of this Fit Out Guide.

5.30 From time to time, *the Company* may allocate one lift in each building as a builder's lift. Access to the builder's lift for use by *the Contractor* must be co-ordinated with *the Company*. *The Contractor* accepts, unconditionally, the responsibility for the use of the lift, and agrees to pay for the costs of any damage caused to the lift as a result of its use. The allocation of a builder's lift may involve other additional expenses, payable by *the Contractor*, for a lift driver, lift protection, intercom installation and lift and lift shaft cleaning.

5.31 Access to upper roof areas, including those areas only accessible by ladders, fixed or otherwise, is not permitted unless the correct procedures and training have been observed and the correct safety equipment is obtained and only with *the Company's* approval.

5.32 Access to the upper plant room riser in Lockhart Chambers on Level 14 is strictly prohibited unless arrangements are made with *the Company* to have the return air fan shut down. *The Company* requires at least 48 hours notice and reserves all rights in relation to approving access.

5.33 Where *the Work* causes, directly or indirectly, an impediment, reduced performance, deterioration of quality or generally alters the provision of any *service and structure*, including but not limited to:

- (a) the loading of electrical circuits;
- (b) the use of hydraulic services, including the blocking of waste and stormwater drains;
- (c) waterproofing and weatherproofing;
- (d) mechanical services and ventilation;
- (e) insulation, both thermal and acoustic;

- (f) structural elements and structural integrity;
 - (g) the lift services; or,
 - (h) *fire and essential services* or fire rating levels of fire compartments within *the Buildings*;
- the Company* shall rectify such changes at the cost of *the Applicant*.

- 5.34 *The Contractor* shall make arrangements to prevent the spread of all dust generated as a consequence of *the Work*. Temporary air tight barriers shall be erected to contain all dust generated to the area with *the Work* is taking place. Failure to comply with this requirement will result in *the Contractor* incurring costs associated with cleaning and making good.
- 5.35 *The Contractor* shall make arrangements for access with *the Applicant* prior to *the Work* commencing. Where *the Work* requires the perimeter doors to *the Buildings* to be opened after hours and/or alarms to be deactivated, *the Contractor* shall, at its cost, engage the services of *the Company's* security personnel to supervise and oversee this operation. Arrangements to engage the security personnel and an endorsement of the access plan must be sought through *the Company*. Where alarms are activated and/or damage caused to the buildings security doors and lifts through failure to observe this requirement, the cost of rectification will be the sole responsibility of *the Contractor*.
- 5.36 Blinds, hooks, AC units or any other fixtures are not permitted to be attached or fixed to any part of the windows in any way.
- 5.37 Any undertaking that may cause interruption to the power supply or connectivity of network equipment anywhere on site is **strictly prohibited** with the prior approval of *the Company*. Where *the Work* is anticipated to cause or may cause an interruption to the power supply or connectivity of network equipment, *the Contractor* shall notify *the Company* without delay. Where an unscheduled interruption to the power or connectivity of network equipment, the *security deposit* will be forfeited in part or in whole.
- 5.38 The Wentworth Chambers electrical wiring is original to the building and utilises an organic insulation sheath, the condition of which is unknown. The wiring is gradually being replaced in the Wentworth building, however no work shall be undertaken to the wiring without consulting with *the Company* beforehand, taking the appropriate safety precautions prior to carrying out any work, documenting the relevant precautions together with a general scope of work and obtaining the explicit written authority of *the Company* to proceed with the proposed work.
- 5.39 *The Contractor* shall develop and deliver to *the Company* a management plan or work method statement to mitigate the risk of silica or quartz dust becoming airborne as a consequence of *the Work*. *The Company* may direct *the Contractor* to seek the endorsement of *the Occupational Hygienist* for such a plan or statement.
- 5.40 *The Contractor* shall develop and deliver to *the Company* a WHS Management Plan wherever the value of *the Work* exceeds \$250,000.
- 5.41 New data cabling installations shall observe the labelling protocol as determined by *the Company* and the minimum cable type and protocol may be determined by *the Company*. *The Contractor* shall develop and provide to *the Company* the details of the type of cable to be installed and the labelling protocol to be applied. For all *major works*, *the Contractor* shall produce a schedule and map of all network points.
- 5.42 Where *the Works* require a ceiling to be painted, the ceiling paint shall be low sheen flat ceiling white and no other. Failure to apply this product where ceilings are painted will preclude *the Company* being able to match ceiling paint where future maintenance work is carried out. *The*

Company accepts no responsibility for not precisely matching ceiling paint in the future where low sheen flat ceiling white paint is not applied.

- 5.43 Notwithstanding any other provision in this Fitout Guide, the requirements of the *alternative solution* developed by the *Fire Engineer* listed under Section 4.4(e) shall be strictly observed wherever sprinklers in Chambers:
- (a) are modified, moved, altered, deleted or added; or
 - (b) the spray pattern a sprinkler or sprinklers in Chambers is affected, impeded, interrupted or prevented in any way by the installation of joinery, furniture, materials, fixtures and fittings or object.
- 5.44 *The Company* requires photographs to be taken of all areas affected by *the Work*, before and after *the Work* takes place. *The Company* may direct *the Applicant* or *the Contractor* to take and produce photographic records accordingly.

6. GUIDELINES FOR INSTALLING AC UNITS

- 6.1 **Scope:** These guidelines describe the requirements for the installation of air conditioning units *the buildings* and shall be read in conjunction with *the Company's* "On Site Procedures" and this Fit Out Guide generally and all of the rules and requirements nominated therein shall be observed.
- 6.2 **Approvals:** No air conditioning replacement or new installation shall be carried out without the approval of *the Company* and any such approval, if and where provided, shall be on the basis that *the Work* shall comply with the requirements of these guidelines.

Approval shall also be obtained, where necessary, from any statutory authority, which may have jurisdiction over the installation.

The design of the proposed installation must be submitted to *the Company* prior to the installation commencing. *The Company* may then issue, subject to the proposed design being acceptable, provisional approval for *the Work* to proceed. Final approval will only be granted after the installation is complete and *the Company* has inspected and is satisfied with *the Work* that has been carried out.

The Contractor must ensure that redundant air conditioning units and all excess building materials are removed from *the Buildings* immediately upon installation of the new unit.

- 6.3 **Installations – Phillip Street Façade:** The colour of the units shall be approved by *the Company*.

Outdoor units shall be mounted on the left hand end of the window bay portal on the brackets already provided and installed.

The outdoor unit shall be secured to the brackets using stainless steel bolts, nuts, washers and spring washers with the units separated from the brackets by rubber washers. The outdoor unit shall not be greater than 650mm in height and the installed outdoor unit must not be greater in height than the aluminium grill spanning the window bay.

Indoor units may be placed where required subject to the approval of *the Company*.

Pipes and conduits may only pass through the existing provisions and channel in the existing window frame.

Penetrations shall not be made in frames of windows or panels in exterior walls under any circumstances. The windows, window frames, glazing and all other elements of the façade shall not be modified, changed, altered, affixed to, penetrated or removed in way.

Comprehensive insulation is required around refrigerant piping and fixtures to prevent condensate formation. All insulation must be white in colour.

Condensate from the outdoor units shall be run in 20mm white plastic pipe to discharge into the existing main drain system at each level. Condensate from the indoor units must utilise the existing drainage system.

Exposed external piping and conduit shall be concealed by the existing recess and cover panel in the building façade adjacent to the vertical mullions of the outer edges of the window frame. Visible, surface mounted conduit, piping, ducting and electrical services will not be permitted under any circumstances.

- 6.4 **Installations – Light Wells:** Outdoor units shall be mounted within the cages installed for each Chambers using the existing mounting brackets that are already provided.

The outdoor units shall be secured to the brackets using stainless steel bolts, nuts, washers and spring washers with the units separated from the brackets by rubber washers.

The existing mounting brackets must not be altered in any way.

The existing cages must not be altered in any way.

Comprehensive insulation is required around refrigerant piping and fixtures to prevent condensate formation.

Indoor units may be placed where required subject to the approval of *the Company*.

Pipes and conduits may only pass through the existing chute in the façade render and into the cavity between the structural column and the glass panel installed between windows frames. The path of the conduit must be approved by *the Company*. Penetrations through the glass will not be permitted. The use of infill panels of wood or other material are not to be used.

Changes to the glazing or window frames are not permitted under any circumstances.

No unit shall be installed unless a drainage system as described above is provided and drainage of condensate onto the floor of the light wells is not permitted.

Penetrations shall not be made in frames of windows or exterior walls under any circumstances.

- 6.5 **Access to the Façade and Light wells:** The external air conditioning units and fixtures are required to be installed using the Building Maintenance Unit (BMU). The BMU must be booked in advance and Phillip St façade installations can only occur on Saturdays. All persons using the BMU must complete a training session arranged by *the Company* and there may be costs involved for the provision of this training.
- 6.6 **Window Type and Non-Inverter AC Units:** Window type and Non-Inverter type AC units are not permitted to be installed anywhere in *The Company's* buildings.
- 6.7 **Condensate Disposal:** Condensate from all units shall be disposed of into the existing main drain system at each level. Connection to the system is to be via clear flexible hose, securely fastened to the air conditioning unit's drain. Both the indoor and outdoor units must be connected to the condensate system drain.
- 6.8 **Windows & window frames:** The window frames are not to be altered in any way during the installation process. Penetrations of the window frame or glass to accommodate a split system unit are NOT PERMITTED. All conduit must pass through the channels provided on either side of the window bay.
- 6.9 **Unit Identification:** All units installed in Wentworth & Selborne Chambers must have labels or tags which clearly identify the installer and the relevant contact details. In the case of split system units, both internal and external units must have these tags or labels. The date of installation must be indicated on the identification tag or label.
- 6.10 **System Selection:** The design of the system shall be according to the current Australian Standard 1677 and the requirements of the *NCC*.

The following applies for units of approximately 40kg. Heavier units must have superior fasteners and brackets and must have the explicit approval from *the Company*.

- 6.11 **Mounting of External Units:** The mounting of all external outdoor or external air conditioning units must be in accordance with these guidelines.
- 6.12 **Fastening equipment:** The outdoor units shall be secured to the brackets using stainless steel bolts, nuts, washers and spring washers with the units separated from the brackets by rubber washers. All 4 feet of external units must be secured in this fashion. The external units must be mounted a maximum of 100 millimetres from the exterior wall.
- 6.13 **Support Brackets:** Units may only be mounted on the existing support brackets located within the existing cages. No new bracket systems will be permitted. NO NEW PENETRATION IN THE FAÇADE SURFACE WILL BE PERMITTED.
- 6.14 **Warranty:** Shall be twelve (12) months parts and labour if a minimum 12 months maintenance contract awarded, else twelve (12) months parts and ninety (90) days labour.
- 6.15 **Reception & Common Areas AC Units:** The installation of reception and common area air conditioning systems shall be subject to further requirements and in accordance with the requirements set out by *the Company* upon application. As the reception and common areas on each floor are unique and have different requirements for air conditioning, each proposal shall be assessed by *The Company* individually. Notwithstanding the above, the following essential criteria must be observed for each installation:

No more than two outdoor units will be permitted on each floor of the internal light wells north and south elevations. Where more than two indoor units are required, a variable refrigerant flow or multi head system may be required.

There will be a restriction on the size of the outdoor units, where the dimensions must not exceed:

- (a) Height: 1170mm
- (b) Width: 950mm
- (c) Depth: 370mm

Independent structural advice from *the structural engineer* will be required to ensure that the proposed mounting system is capable of withstanding the weight of the proposed outdoor unit. Where the existing mounting system is proposed to be used again, and this approach is deemed acceptable by *the Company*, *the Contractor* shall demonstrate that the mass of the proposed outdoor unit is no greater than the existing outdoor unit.

A weatherproof condensation water pump may be required for the outdoor unit.

The conduit between indoor and outdoor units shall pass through the building envelope at the points provided at the eastern and western ends of the north and south window elevations.

The Contractor shall be responsible for ensuring that the power circuit is satisfactory for the proposed system installation.

- 6.16 **Refrigerant:** Proposed installations shall not use R22 refrigerant or any other refrigerant contrary to the provision of the Montreal Protocol or a refrigerant that is being phased out of production or use or that has ozone depleting properties.

7. FIRE SERVICES ISOLATION FORM

FIRE PROTECTION OUT OF SERVICE

Please remove and return this certificated to
Counsel's Chambers Limited when all
impaired services have returned to normal.

In case of emergency call:

Name:

Number:

FIRE SERVICES SHUT DOWN PERMIT

Insured Name:		Counsel's Chambers Limited	
Insured Location (Building/Floor):			
Insured Phone Number:		Insured Fax No:	

Check as appropriate:	Precautions Taken:
<input type="checkbox"/>	Emergency organisation & insurer notified
<input type="checkbox"/>	Public fire brigade notified
<input type="checkbox"/>	Hazardous operations stopped
<input type="checkbox"/>	Hot work prohibited
<input type="checkbox"/>	Smoking restricted
<input type="checkbox"/>	Continuous work authorised
<input type="checkbox"/>	Ongoing patrol of the area
<input type="checkbox"/>	Hydrant connected to sprinkler riser
<input type="checkbox"/>	Pipe plugs on hand
<input type="checkbox"/>	Fire hose laid out
<input type="checkbox"/>	Others:

Check as appropriate:	Equipment impaired	Sprinkler Valve Location/Number
<input type="checkbox"/>	Sprinkler	
<input type="checkbox"/>	Fire pump	
<input type="checkbox"/>	CO ₂	
<input type="checkbox"/>	Hydrant	
<input type="checkbox"/>	Other:	

Reasons for Impairment:			

Impairment Schedule:			
Planned date/time to be closed		Actual date/time closed	
Planned date/time to be reactivated		Actual date/time reactivated	
Number of turns to closed		Number of turns to open	
* Fill these out as you complete them.			

Reactivation of Fire Protection Systems			
Are all impaired systems based in service?	YES	NO	
2 inch drain test performed (for sprinkler systems only):	YES	NO	
Fire protection equipment operator:	Name:	Sign:	
Authorised by (Number one):	Name:	Sign:	
Authorised by (Number two):	Name:	Sign:	
* Only fill these out when all impaired services are back in service			

8. HOT WORKS PERMIT

WARNING!
HOT WORK IN
PROGRESS

WATCH FOR FIRE

In case of emergency call:

Name:

Number:

HOT WORK PERMIT

Counsel's Chambers Limited		
Location Building:	Wentworth - Selborne - Lockhart	
Floor:		
What hot work is covered by this permit?		
What equipment is to be used?		
Checklist:	Check as appropriate:	
Counsel's Chambers Limited to be notified before commencing hot works each day.	<input type="checkbox"/>	
Drains, pits and depressions have been checked, isolated and sealed.	<input type="checkbox"/>	
Combustible materials have been removed from <i>the Work</i> area or made safe.	<input type="checkbox"/>	
Combustible materials adjacent or in the next room/area have been moved away.	<input type="checkbox"/>	
Construction is non-combustible and without combustible coverings.	<input type="checkbox"/>	
Tanks, valves, vents and pipelines have been blanked off or effectively isolated.	<input type="checkbox"/>	
Ventilation adequate.	<input type="checkbox"/>	
Spark / flash screens in place.	<input type="checkbox"/>	
Leaks from valve / pump glands, flanges etc have been controlled.	<input type="checkbox"/>	
Pressure relief valves vented to safe areas.	<input type="checkbox"/>	
Contaminated ground has been covered.	<input type="checkbox"/>	
Fire equipment checked and laid out.	<input type="checkbox"/>	
Hot work equipment in good condition.	<input type="checkbox"/>	
Fire pump or Fire Brigade on standby.	<input type="checkbox"/>	
Wind direction satisfactory for hot work to be done.	<input type="checkbox"/>	
Site of hot work has been isolated / roped off.	<input type="checkbox"/>	
All wall and floor openings sealed.	<input type="checkbox"/>	
Fire watch required (during and for 60 minutes after completion of <i>the Work</i>).	<input type="checkbox"/>	
Fire watch is supplied with suitable extinguisher/hose and is trained.	<input type="checkbox"/>	
Monitor hot work area for an additional three (3) hours after the 60 min fire watch.	<input type="checkbox"/>	
This permit is valid from: _____ am/pm on ____/____/____ to _____ am/pm on ____/____/____		
Name of employee / contractor performing <i>the Work</i> : _____		
Permit received by:	Signature: _____	Print Name: _____
Person in charge of work:	Signature: _____	Print Name: _____
Permit returned / cancelled by:	Signature: _____	Print Name: _____
This worksite has been inspected by me at the expiry / cancellation of this HOT WORK PERMIT and declared SAFE for normal operations to resume (AT LEAST 3 hours after completion of work).		
Authorised by (Number one):	Name: _____	Sign: _____
Authorised by (Number two):	Name: _____	Sign: _____
Responsible officer:	Signature: _____	Print Name: _____
PROMINENTLY DISPLAY THIS HOT WORK PERMIT IN THE AREA WHERE WORK IS BEING DONE.		

9. USE OF RISERS POLICY

Counsel's Chambers Limited ("CCL" or "*the Company*" or "the Network") recognise the following each in relation to the provision of communication and network services, by CCL or otherwise, to its licensees and tenants:

- 9.1 CCL has established a policy to regulate the use of the communications and electrical risers in *the Company's* buildings, based on the need to ensure that secure, scalable and sustainable services are available to shareholders and other Network users.
- 9.2 Modern business technology is in a state of change and constant evolution. The forms and media used for communication and information handling are being updated constantly.
- 9.3 Each tenant and licensee has the right to use whichever carrier service they choose, and, as the owners and managers of the buildings, *the Company* is prepared to accommodate their choices, subject to application of this policy.
- 9.4 All of CCL services, and the services provided by others in CCL's buildings must remain secure at all times. The integrity of the Network and ancillary systems is paramount to the day to day operation of our Network Users.
- 9.5 Space in CCL's buildings to accommodate current and potentially necessary additional infrastructure is limited and often conflicts with the needs of the individual floors and, on occasion, individual shareholders and tenants.
- 9.6 A consolidated and uniform approach has been developed for dealing with forecasted expansion of certain services and the reduction of others and how best to facilitate this transition in terms of infrastructure.
- 9.7 Necessary resources and management tools must be allocated to effectively manage these developments and associated transformations to infrastructure and services.

POLICY GUIDELINES:

In order to observe the key points that define the policy for the use of the risers in CCL buildings, and in accordance with the points outlined above, guidelines to manage the use of the risers in CCL buildings are as follows:

- 9.8 CCL, reserves the right in its absolute discretion to refuse permission for the installation of any new communication, electrical or network service ("service") on the basis that it may compromise, or potentially compromise existing, proposed or future installations for shareholders or Network users individually or collectively.
- 9.9 The risers in CCL's buildings will be inspected every quarter to ensure that physical access to services is maintained and that new unauthorised services have not been connected.
- 9.10 Strict documentation and recording procedures are established, maintained and reviewed by CCL staff on an annual, and depending on the proliferation of new and independent services, possibly more frequent basis.
- 9.11 All requests for the installation of new and independent services must be in writing and first be received from either a licensee, tenant or floor and must result in the following:

- (a) Applications should be investigated by CCL with an emphasis on maintaining security and manageability of CCL systems in the future.
- (b) The direct and indirect impact to CCL staff and current compliance with CCL policies will be considered when reviewing a request to install a new service in our riser. The evaluation should be considered in terms of how it will affect the use of the CCL network, in terms of security and the required effort from staff to assist with the maintenance of these services.
- (c) All requests for new and independent installations of services must be accompanied by written approval by the tenant's or licensee's floor.
- (d) Approval or rejection of the proposed installation is to be given to the tenant, licensee or floor within 5 working days of the request being received. Non-compliance issues should be pointed out the tenant, licensee or floor.

9.12 All installations will be assessed in accordance with the following criteria:

- (a) The proposed installation must be installed according to AS/NZS 3080:2003 : Telecommunications installations - Generic cabling for commercial premises.
- (b) The proposed installation must not hinder access to existing services or areas that potentially may be required for new services.
- (c) The proposed installation complies with Counsel's Chambers Limited published Contractors on site procedures and Rules for Tradespersons (as published on the internet from time to time at www.counselschambers.com.au).
- (d) Requests for proposed installations must be received from the Barrister or floor requesting the service, not the service provider. The written approval of the floor must accompany this request.
- (e) Requests for proposed installations must be accompanied by detailed drawings outlining the installation locations, installation capacity and method of connection.
- (f) The capacity of the proposed installation in terms of the potential number of users must not exceed the number of users requesting the service. For example, if one Barrister requires an installation, the service is installed directly to that Barristers Chambers, with no termination point within the risers, and capacity for only one user.
- (g) The installation must not compromise the integrity of any of the building's structure or services including and especially those of or provided by CCL.
- (h) The installation must be safe and must not compromise the safety and well being of the buildings occupants or *the Company's* Shareholders.

9.13 The overall impact of a proposed installation should also be assessed, particularly in those areas where the specified criteria do not apply. The areas to be examined can be determined on a case by case basis and at the appointed examiners discretion.

9.14 All installations must have documented approval from CCL prior to carrying out any work in the riser.

9.15 Unapproved installations will be disconnected and removed immediately without notice.

- 9.16 Serious consideration should be given to how best to accommodate a carrier coming into the building and establishing their intentions in the future when considering individual installations.
- 9.17 Appropriate resources are allocated to supervise and co-ordinate the services within the building, and the evaluation criteria is constantly in a state of review and updated as required with the permission of the Technology Committee of CCL.
- 9.18 Inspection of installations should take place after completion, with a sign off by CCL to ensure that the installation complies with the above requirements and is as approved.
- 9.19 Security procedures will be put in place in order to prevent unauthorised access to risers.

INTERCONNECTION OF FLOORS

- 9.20 CCL will only consider requests for the installation of cables to interconnect Floors that are made by its shareholder floors and an application from each floor to be connected should be submitted. Applications from third parties will not be considered.
- 9.21 The cost of the installation and ongoing maintenance is to be covered by the relevant Floor/s.
- 9.22 All applications to provide for the interconnection of Floors will be considered individually and permission to install such cable will only be granted subject to adequate space being available in the riser, and, at the Board's discretion.
- 9.23 The Board will only consider applications for the installation of cables in the risers based on a point to point installation for the purposes of facilitating a connection between two floors, rather than to a third party located on the floor where the connection terminates.

SUMMARY REQUIREMENTS FOR AN ALTERNATIVE INSTALLATION

- 9.24 A barrister, tenant of floor must request permission to install cabling in a riser that contains *the Company's* infrastructure prior to performing any work.
- 9.25 A letter indicating the floor approves of this installation must accompany the written request.
- 9.26 Detailed drawings and plans, showing the type of cable and any other devices and the precise location of where the cable and such other devices are to be installed must accompany the submission.
- 9.27 CCL must assess and, if the proposed installation satisfies the qualification criteria, give approval in writing for *the Work* to commence.
- 9.28 After the installation is complete, the Barrister, Floor or Tenant having the installation performed must inform *the Company*.
- 9.29 CCL will inspect the installation to ensure that it complies with the submission request.

10. USE OF WENTWORTH ELECTRICAL DB ROOMS

The continued use of the Electrical Distribution Board Rooms in Wentworth Chambers requires the following basic requirements which are set out by *the Company* to be observed:

10.1 Distribution Boards, Meters and Electrical Equipment mounted on the west wall:

- (a) That the distribution boards and meters and associated electrical equipment is adequately protected from people entering the room and vice versa.
- (b) That sufficient access, being 600mm clearance, is made available to electricians to safely work on the Distribution Boards and,
- (c) That sufficient egress is made available to persons working on the board.

Generally, this means that 600mm of unobstructed space in front of the Distribution board and associated electrical infrastructure on the western side of the room must be catered for, at the same time as restricting access entirely to staff members and the general public.

10.2 **Bus Bars and Conduits:** For the services on the southern wall, a complete enclosure must be provided. This includes covering the 'bus bars', the square steel risers that extend from floor to ceiling, as well as the conduits to either side. These should be covered in some form of non conductive material, ie timber, that can be accessed by removing the cover entirely.

10.3 **Photocopiers and Storage:** It is also a requirement that the photocopier is mounted as close as possible to the eastern wall to provide as much clearance as possible to the Distribution board and meters on the western wall. Also, as a safety precaution, *the Company* require that all storage cupboards in the room have a door on them. Some examples of useable storage space are outlined in the drawings that you have.

10.4 **Additional Items:** For the communications riser, or the IDF panel, located adjacent to the door to the room, no protection is required, however it may be desirable to cover this area to maintain some for of consistency with the decor. It may even facilitate an easy installation depending on how the builder approaches the task.

These are all of the specific requirements to allow continued use of the room.

Drawings that represent the most practical way to address the problems are available from *the Company*, however *the Applicant* is not restricted by what is depicted on those drawings, rather by the requirements set out in the relevant provisions of the *NCC*, the relevant Australian Standards and WH&S Legislation.

11. WINDOWS & GLAZING

- 11.1 **Restrictions:** Alterations or modifications to the windows or window frames in *the Buildings* are not permitted under any circumstances.
- 11.2 **Asbestos:** The window mastic in the glazing in the windows in these building may contain asbestos and must not be disturbed, see the Asbestos Memorandum in the “On Site Procedures” section of this Fit Out Guide.
- 11.3 **Air Conditioning installations:** The windows are not permitted to be altered in any way to accommodate new or replacement air conditioning systems.
- 11.4 **Blinds, Shutters & Curtains:** The installation of blinds, curtains, shutters and window treatment must not cause to alter the windows and have any materials affixed to them in any way.

12. CCTV & PRIVACY POLICY

The Company may collect personal information from time to time, for the purposes of security or verifying credentials and qualifications. The collection of personal information may result from a request by *The Company*, in observation of a requirement set out by *The Company*, or via closed circuit television and the recording of such personal information.

CCTV cameras are installed throughout Wentworth & Selborne Chambers and Lockhart Chambers. Images of you may be captured, stored and shared by CCL. By signing in, you consent to CCTV images of you being captured, stored and shared by CCL in accordance with its policies as amended from time to time.

Your personal information may be produced upon written request to the General Manager of *the Company*.

For further information, please refer to the Privacy Policy:
<http://www.counselschambers.com.au/files/file/PrivacyPolicy.pdf>

13. APPLICATION FORM

This application form must be completed, signed and return to *the Company* along with the necessary supporting documentation in order to obtain approval to carry out *the Work*.

Checklist for supporting documentation that must be submitted with this application form.	For <i>Major Works</i>	For <i>Minor Works</i>
<i>The Design</i> including; <ul style="list-style-type: none"> a) Written scope of work and/or specifications..... b) Date and time work will be undertaken..... c) Detailed construction program..... d) Demolition plan..... e) Proposed floor plan..... f) Reflected ceiling plan..... g) Sections for joinery and common areas (if required)..... h) Mechanical services plan (if required)..... i) Hydraulic services plans (if required)..... j) Fire services plan, wet and dry (if required)..... k) Design Certification..... 		
The <i>CDC</i> (if required).		
Receipt for Security Bond for <i>Minor Work</i>		
Receipt for Security Bond for <i>Major Works</i>		
Evidence of Insurance; <ul style="list-style-type: none"> a) Evidence of Workers Compensation. b) Certificate of Currency for Public and Products liability in the amount of \$20M. 		
Full name and mobile phone number for all persons on site		

By executing this Application Form *the Applicant* acknowledges and agrees to the following:

- (a) All of the terms, provisions, rules, requirements and indemnities set out in this Fit Out Guide.

- (b) The provision of all of the documentation required by *the Company* as outlined in this Fit Out Guide and in accordance with the checklist above.
- (c) To indemnify against any damage to *the Company's* property caused by or as a result of the carrying out of *the Work*.
- (d) To indemnify *the Company* against any claims of any nature whatsoever resulting from *the Work*.

The Applicant's name: _____

The Applicant's signature: _____

The Date: _____

By executing this Application Form *the Contractor* acknowledges and agrees to the following:

- (a) All of the terms, provisions, rules, requirements and indemnities set out in this Fit Out Guide.
- (b) To take instruction from *the Company's* employees and officers at all times.
- (c) To indemnify against any damage to *the Company's* property caused by or as a result of the carrying out of *the Work*.
- (d) To indemnify *the Company* against any claims of any nature whatsoever resulting from *the Work*.

The Contractor's name: _____

The Contractor's signature: _____

The Date: _____

14. COMPLETION FORM

The following items must be provided to *the Company* once *the Work* is completed and prior to the refund of the *security deposit*.

Checklist for the refund of the <i>security deposit</i> .	For <i>Major Works</i>	For <i>Minor Works</i>
a) No fire alarms have been set off.....
b) No security alarms have been set off
c) No damage has been caused to <i>the Buildings</i>
d) <i>The Work</i> is in accordance with this Fit Out Guide.....
e) <i>The Applicant</i> is satisfied that the work is complete.....
f) <i>The Buildings</i> are clean and tidy.....
g) AC installation acceptable (if required).....
h) As built plans for layout and ceilings.....	
i) Manuals and warranties (if required).....	
j) Mechanical services as built plans (if required).....	
k) Hydraulic services as built plans (if required).....	
l) Fire services as built plans, wet and dry (if required).....	
m) Confirmation from Engineers that work is satisfactory...	
n) Installation Certification.....	
o) Occupation Certificate.....	

By executing this Completion Form *the Contractor* and *the Applicant* acknowledge and affirm the following:

- (a) All of the terms, provisions, rules, requirements and indemnities set out in this Fit Out Guide have been met.
- (b) *The Work* has been carried out in accordance with *the design*.
- (c) That no damage has been caused to any part of *the Buildings*.
- (d) That the checklist above has been completed and the requirements set out therein have been met.

The Contractor's signature: _____

The Applicant's signature: _____

The Date: _____