



Property & Development NSW

Roles and Responsibilities for Government Accommodation

(Building owned by a third party)

8 February 2022

1. Roles and Responsibilities

The Occupant must comply with the Third Party Building Owner's Lease obligations and/or other Transaction Document(s) in relation to the Premises. As a general guide, the obligations of the respective parties are detailed below:

Item	Building Owner's Obligations	Occupant's Obligations
Repair and maintenance	The Building Owner must take reasonable action to keep the Building in good repair, structurally sound and safe for the Permitted Use.	Occupant to keep the Premises in good repair and condition (having regard to their condition at the commencement date), excluding fair wear and tear and any structural repairs or repairs of a capital nature.
Repair and maintenance of fixtures, fitting, furnishings, plant and equipment	The Building Owner to use best endeavors: <ul style="list-style-type: none"> to keep the base building air conditioning plant and equipment and the lifts in good working order, and keep the base building services available during business hours. 	Occupant to keep its own fit out, fixtures, fittings, furnishings, plant and equipment in good repair and condition.
Repair and maintenance of lights	The Building Owner must keep in proper working order and condition light fittings, globes and tubes in the Common Areas and replace any such damaged or broken fittings, globes, and tubes.	Occupant must keep in proper working order and condition all light fittings, globes and tubes in the Premises and replace any such damaged or broken fittings, globes, and tubes.
Carpet	Replacement of carpet will reflect the obligations in the Lease between the Building Owner and the Accommodation Provider.	<ul style="list-style-type: none"> Occupant must repair any carpet beyond fair wear and tear. If the carpet is replaced, the Occupant must remove the old carpet. The Occupant must move fixtures, partitions, workstations and other items to facilitate carpet replacement.
Water, gas, electricity and telephone charges	Building Owner to arrange separate metering.	Occupant to pay the cost of those services to the Premises.

Provision of access keys	The Building Owner to provide per the obligations in the Lease between the Building Owner and the Accommodation Provider.	The Occupant to bear cost of additional or replacement cards or deactivating lost cards.
Compliance with law and authority requirements	Building Owner to comply to the extent that compliance pertains to the Building and the Building Owner's plant and equipment or requires structural work that is not required as a result of the Occupant's particular use or occupation of the Premises or the Occupant's act or omission.	Occupant to comply to the extent that: <ul style="list-style-type: none"> • compliance does not require structural work; or • compliance requires structural work and the structural work is required as a result of the Occupant's particular use; or • occupation of the Premises or the Occupant's act or omission.
Cleaning	<ul style="list-style-type: none"> • Building Owner to clean Common Areas. • Building Owner to clean and remove rubbish from the Premises at the Occupant's cost. 	Occupant to clean and remove rubbish from the Premises at the Occupant's cost.
Make good	None	<ul style="list-style-type: none"> • The Occupant is liable for the cost of make good, repair of the premises, or removal of property at the end of the Term if there is a provision in the Accommodation Provider's Lease with the Building Owner. • Make good is not required if the Accommodation Provider requires the Occupant to relocate before the end of the Term. • At termination of the agreement and vacation of the property, the Occupant is to leave the premises in a clean and tidy condition.
Dispute Resolution Process (between the Accommodation Provider and Occupant):	<p>Where the parties cannot agree a matter between them in the ordinary course of their dealings, the matter is to be escalated by issuing a notice in writing to the Accommodation Provider's Deputy Secretary of Property & Development NSW and the Occupant's head of workplace services.</p> <p>An in person meeting will be held between those office holders within 10 business days with the objective of, acting reasonably, mutually agreeing a resolution within 30-business days.</p>	

If an agreement cannot be reached, the matter will be escalated to the Accommodation Provider's Group Deputy Secretary of Housing & Property and the Occupant's Deputy Secretary responsible for workplace accommodation within 5 business days. A meeting will be facilitated between those officers within 10 business days with the objective of mutually agreeing a resolution within 30-business days.

If an agreement still cannot be reached, the matter will be immediately escalated to the next Property Board of Secretaries meeting for consideration and determination. If, in the unlikely event this fails to resolve the matter, the dispute will be determined in accordance with the provisions of Premier's Memorandum M1997-26 Litigation Involving Government Authorities for general government agencies, or the applicable Ministers in the case of State Owned Corporations and other specialist NSW Government organisations.