



Property NSW Roles and Responsibilities for Government Accommodation

**(Building owned by Property
NSW)**

March 2022

1. Roles and Responsibilities

The Occupant must comply with the following in relation to the Premises:

Item	Property NSW Obligations	Occupant's Obligations
Repair and maintenance of Premises	<p>PNSW must take reasonable action to keep the Building in good repair, structurally sound, watertight and safe for the Permitted Use.</p> <p>Further detail is summarised in Guideline Table 1 below.</p>	<p>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.</p> <p>The Occupant must keep the Premises clean and free from rubbish and vermin and paint parts of the Premises when painting is reasonably required.</p> <p>The Occupant must maintain its own equipment which may include security, continuous power supply and supplementary air conditioning systems if the Occupant elects to install this equipment. Further detail is summarised in Guideline Table 1 below.</p>
Repair and maintenance of fixtures, fitting, furnishings, plant and equipment	<p>PNSW to use all reasonable endeavours:</p> <ul style="list-style-type: none"> • to keep the base building plant and equipment, fixtures, and appurtenances including HVAC and lifts in good working order, and • to keep the base building services available during business hours. 	<p>Occupant to keep its own fit out, fixtures, fittings, furnishings, plant and equipment in good repair and condition.</p>
Lighting	<p>PNSW 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.</p>	<p>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.</p>

<p>Floor coverings – Carpet, Tiles, Linoleum</p>	<p>PNSW is responsible for maintaining, repairing and/or replacing floor coverings within the Common Areas.</p>	<p>The Occupant is responsible for maintaining, repairing and/or replacing floor coverings within the Premises as part of their fitout.</p>
<p>Water, gas, electricity, internet and telephone charges</p>	<p>PNSW to pay the cost of those services to the Building.</p> <p>In multi tenanted buildings, electricity charges are to be divided among Occupants based on proportion of NLA occupied (if not separately metered).</p> <p>In single tenanted buildings, the electricity account is to be held in the Occupant's name and the Occupant is to pay all electricity charges for the building.</p> <p>Gas charges (if applicable) and Water charges are included in gross rent, and will not be on charged to Occupants.</p>	<p>Occupant to pay the cost of those services to the Premises. Those expenses specific to the use and occupation of the Premises by the Occupant, such as energy, gas, additional security, ICT communications cost, telephony, etc. are to be met by the Occupant. For clarity the Occupant will be required to meet the cost of utility services (and any other services as applicable), such as electricity 'as metered', (or if not metered, as determined by PNSW acting reasonably).</p>
<p>Provision of access cards/keys</p>	<p>PNSW to provide 1 access card per 10m2 upon commencement of occupation.</p>	<p>The Occupant to bear cost of additional or replacement cards or deactivating lost cards.</p>
<p>Compliance with law and authority requirements</p>	<p>PNSW to comply to the extent that compliance pertains to the Building, PNSW'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.</p>	<p>Except to the extent that:</p> <p>PNSW has the obligation to do so as property owner, or capital or structural works would be required, the Occupant must comply with all laws and the requirements of all Authorities in connection with the:</p> <ul style="list-style-type: none"> • Premises; • Occupant's Property; and • Occupant's particular use and occupation of the Premises.

Cleaning	<p>PNSW to clean Common Areas.</p> <p>PNSW to clean and remove rubbish from the Premises at the Occupant's cost.</p>	Occupant to clean and remove rubbish from the Premises at the Occupant's cost, using a reputable contractor.
Payments	Invoices are to be issued by PNSW's service provider on a monthly basis. Supporting documentation is to be provided for all sundry charges.	Occupant to arrange payments as per invoice, paid monthly in advance on the first working day of the month.
Permitted Use		Commercial Office or any other lawful use.
Visitor Management	<p>Contractors engaged by PNSW requiring site access must provide reasonable notice to the Occupant, and act in a safe and professional manner while on site.</p> <p>PNSW may require installation of key boxes on site to facilitate after hours access to the Building or Premises in the event of an emergency.</p>	<p>The Occupant must not allow any activity in the Premises which may become a nuisance or annoyance to any other Occupant in the Building.</p> <p>The Occupant shall use its best endeavours to ensure that any invitees to the Premises behave in a safe and appropriate manner.</p> <p>The Occupant must ensure that all contractors are fully inducted to the site, and adhere to all PNSW safety and security procedures while on site.</p>
Building Operating Hours	<p>PNSW will operate the base building services during Building Operating Hours of 7.00 am to 7.00 pm on Monday to Friday (excluding Public Holidays), however after-hours access is available 24 hours per day, seven days per week for authorised staff to the Premises and car park using the building access control systems</p>	None

<p>Occupying Agency's Fitout</p>	<p>PNSW will provide fitout guidelines to the Occupant. PNSW will review the detailed scope of works and set of plans provided by the Occupant. Approval to undertake fitout works will not be unreasonably withheld.</p>	<p>The Occupant will maintain, repair and replace fitout items throughout the term of their occupation.</p> <p>Any proposed changes to the Premises must comply with all relevant codes and legislative requirements. The Occupant must not make any alterations or additions to the Premises without first obtaining PNSW's written approval.</p> <p>The Occupant must adhere to PNSW fit-out guidelines (a copy of the guidelines with relevant workflow can be provided as part of the Occupant Information Pack).</p> <p>Prior to start of works the Occupant will provide PNSW with all fit-out documentation for review and approval in line with the requirements outlined in the fit-out guideline.</p> <p>PNSW will inspect the fit-out during the works period and at completion to confirm all requirements have been met, any issues identified that impact building operations, health and safety or impacts other tenants enjoyment of the space will require remediation by the Occupant.</p> <p>It is the Occupant's or approved representative's responsibility to deal with the local authorities in respect to the relevant approvals with regards to fit out approvals, development applications and occupation certificates.</p> <p>The Occupant must not interfere with or alter any mechanical or other building services without first obtaining PNSW's written approval.</p> <p>Occupant signage proposals are also subject to PNSW approval and are at Occupant cost.</p>
<p>Yielding Up</p>		<p>At termination of the agreement and vacation of the Premises, the Occupant will:</p> <ul style="list-style-type: none"> • Leave the Premises and Building in a clean, tidy, safe, and readily tenantable condition and to a reasonable quality industry standard to enable an immediate re-let of the Premises to a commercial office tenant. • Deep clean wall and floor surfaces, including cleaning interior of windows and steam cleaning carpets, as and where required; • Remove all rubbish from the Premises • Return all keys and access cards

<p>Make Good / Re-Instatement</p>	<p>PNSW will arrange an inspection of the Premises following advice from the Occupant that the makegood obligation has been completed.</p> <p>PNSW will notify the Occupant when the makegood obligation has been met, and that there is no longer an obligation to pay rent.</p>	<p>The Occupant is liable for the cost of make good, repair of the Premises, and/or removal of Occupant fit out, fixtures, fittings, furnishings, plant and equipment at the end of the Term.</p> <p>The parties may agree to the Occupant paying PNSW a cash settlement in lieu of completing the physical makegood. The cash settlement amount is to be determined through provision of quotes from appropriately qualified and reputable tradespeople.</p> <p>The obligation to make good is waived if PNSW requires the Occupant to relocate before the end of the Term.</p> <p>At termination of the agreement and vacation of the Premises, the Occupant will:</p> <ul style="list-style-type: none"> • Recarpet the Premises • Repaint the Premises • Patch and paint any walls damaged by the Occupant within the Premise • Remove all the Occupant's signs from the Building and make good any damage caused to the Building as a result of such removal; and; • Redecorate the Premises as directed by PNSW <p>The Occupant liability for rental and any associated charges will continue until obligations outlined above are met; and PNSW notifies the Occupant that there is no longer an obligation to pay rent.</p>
<p>Emergency Evacuation Procedures and Emergency Control Organization Arrangement</p>	<p>At multi-tenanted sites PNSW will provide emergency evacuation procedures and diagrams, and coordinate annual emergency evacuation training.</p>	<p>At single-tenanted sites, the Occupant will nominate a fire warden(s), establish emergency evacuation procedures and coordinate annual emergency evacuation training.</p> <p>At multi-tenanted sites, the Occupant will be required to participate in the Emergency Control Organization activities, including nominating wardens and participating in evacuations. If the Premises is altered due to the Occupant's fitout, the Occupant will provide updated emergency evacuation diagrams.</p>
<p>Annual Fire Safety Statements (AFSS)</p>	<p>At multi-tenanted sites PNSW will obtain the AFSS for the building.</p>	<p>At single-tenanted sites the Occupant will obtain the AFSS for their Premises; and for the building.</p>

<p>Insurance</p>	<p>PNSW is a member agency of the NSW Government's risk management self- insurance scheme known as the Treasury Managed Fund. PNSW will coordinate insurance works/claims relating to base building incidents and issues.</p>	<p>The Occupant is a member agency of the NSW Government's risk management self- insurance scheme known as the Treasury Managed Fund or the Occupant otherwise self-insures on the basis that its liability in respect of any insured event will be satisfied out of the assets of the NSW Government.</p>
<p>Indemnity and Releases</p>		<p>The Occupant occupies the Premises at its own risk.</p> <p>The Occupant indemnifies PNSW against all loss or damage for which PNSW is liable arising from: the occupation of the Premises by the Occupant, the negligence of the Occupant or Occupant's staff, visitors or invitees. The Occupant indemnifies PNSW from any issues including contamination and / or chemical related issues.</p> <p>However, the Occupant is not required to indemnify PNSW for any loss or damage to the extent that it arises from or in connection with the act, omission, negligence or default of PNSW or its Authorised Persons.</p> <p>The Occupant releases PNSW from any liability for Claims directly or indirectly arising from or incurred in connection with any damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the act, omission, negligence or default of PNSW or its Authorised Persons.</p>
<p>After Hours Air-Conditioning</p>	<p>PNSW will monitor after hours air conditioning usage via the Building Management System (BMS) and invoice the Occupant accordingly.</p>	<p>The Occupant is responsible for payment of any after hours air conditioning costs, as invoiced by PNSW.</p>
<p>Building Signage Foyer Signage</p>	<p>PNSW will review detailed designs and scope of works documentation and provide approval for the Occupant to install signage as part of the Occupant's fitout.</p>	<p>Foyer signage will be provided for the Occupant in the form of its trading name or names being installed on the ground floor lobby directory board.</p> <p>The cost of supply, design / maintenance / installation and removal costs of tenancy signage or individual agency signage will be borne by the Occupant.</p>

<p>Security</p>	<p>At single-tenanted sites, the Occupant will assume responsibility for all security services.</p> <p>At multi-tenanted sites, PNSW will provide base building security for the Building.</p>	<p>The Occupant acknowledges that security of the Premises is the Occupant's responsibility. If the Occupant's use of the Premises requires additional security to be installed within the Building, then the cost shall be borne by the Occupant.</p>
<p>Right to Enter</p>		<p>The Occupant shall permit PNSW and its respective agents to enter the Premises upon reasonable notice (except in an emergency without notice) for the purpose of enabling these parties to perform their obligations under these Terms, including but not limited to:</p> <ul style="list-style-type: none"> • The right to inspect the Premises to ensure that the Occupant is performing its obligations under these Terms; • The right to show the Premises to prospective purchasers, agencies and commercial tenants; and • The right to carry out works in the Premises
<p>Notice of Damage</p>		<p>Upon the Occupant becoming aware of any damage to the Premises, Building or to any of the services, the Occupant must promptly notify PNSW.</p>
<p>Vacant Space</p>	<p>In accordance with Premier's Memorandum M2012-20, PNSW will record and report on vacant space.</p>	<p>In accordance with Premier's Memorandum M2012-20, the Occupant must advise PNSW of any vacant, underutilised or no longer required office space within the Premises.</p>
<p>Work Health and Safety Requirements</p>		<p>The Occupant must conduct a risk assessment of the Premises on or before the commencement of the Term and from time to time and at least annually to consider all risks to health, safety and welfare of employees and other persons who may at any time be present on the Premises. The Occupant must also ensure that appropriate risk controls are put in place and maintained at all times in compliance with the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2017 (or relevant legislation if these requirements are superseded or updated).</p> <p>The Occupant acknowledges that:</p> <p>PNSW and the Occupant may be subject to a range of different potential obligations under work health and safety law to ensure</p>

		<p>that the Buildings and the Land (or parts) are safe, (including access to and egress from the Buildings or the Land); and there may be risks associated with the carrying out of work if the Occupant and those engaged in the work do not take adequate measures to ensure the health and safety of any person who may be affected by the work; and during the Term, the Occupant will have management or control over the Premises.</p> <p>The Occupant must:</p> <p>Ensure that the Occupant has adequate systems in place to assess and eliminate all hazards at the Premises; and ensure that where hazards at the Premises cannot be eliminated, the Occupant does, or procures to be done, all things reasonably practicable to ensure that the risks involved are adequately controlled and minimised; and ensure that the Occupant and all persons engaged by or on behalf of the Occupant are familiar with and comply at all times with: the WH&S Act, the WH&S Regulation and any applicable Codes of Practice approved under s274 of the WH&S Act; and any manuals, policies, procedures or rules formulated from time to time by the PNSW, including any site induction manual; and promptly comply with directions on safety issued by any relevant Authority; and notify PNSW of any notifiable incidents (within the meaning of the WH&S Act) that occur on the Premises immediately after becoming aware of such incidents.</p> <p>The above clause does not affect the Occupant’s obligations to notify the relevant Authority of notifiable incidents.</p>
<p>Building Rules</p>	<p>PNSW in consultation with the Occupant shall have the right to make rules for the Building (“Building Rules”) and at any time and from time to time to add to, amend, cancel or suspend the Building Rules as, in the judgment of PNSW, may from time to time be required for the management of the Common Areas and the safety, care or cleanliness of the Building or for the preservation</p>	<p>The Occupant will adhere to the Building Rules as stated by PNSW.</p>

	<p>of good order therein, or for the convenience of building occupants, and all such rules shall bind the Occupant upon and from the date on which notice in writing thereof is given to the Occupant by PNSW. The Building Rules are designed for the benefit of both PNSW and the Occupant and to ensure quiet enjoyment for all occupants within the Building. If there is any inconsistency between the provisions of these Terms and the Building Rules, the provisions of these Terms shall prevail.</p>	
<p>Notices</p>	<p>Notices shall be served to PNSW by letter to: Director, Asset Strategy & Management Property NSW PO Box 896, Queanbeyan NSW 2620 Or via email to: notices@property.nsw.gov.au</p>	<p>Notices shall be sent to the PNSW Customer Relationship Manager for the Agency. If any competent authority gives the Occupant or leaves on the Premises any notice including any notice requiring repairs or other work to be done or performed in respect of the Premises, the Occupant shall immediately notify PNSW.</p>
<p>Dispute Resolution Process (between the Accommodation Provider and Occupant):</p>	<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. If an agreement cannot be reached, the matter will be escalated to the Accommodation Provider's Group Deputy Secretary of Property & Place 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.</p>	

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.

Table 1: Guideline of repairs and maintenance obligations for Building, Premises and Common Areas

Affected area	PNSW responsibility	Occupant responsibility
Roof & anchor points	√	
Walls External	√	
Walls Internal		√
Bathrooms and Kitchen installed by Tenants within Premises		√
Bathrooms and Kitchens installed by PNSW in Common Areas	√	
Office space		√
Plumbing (from wall to outlet)		√
Plumbing (within wall to supply or/and main sewer)	√	
Electrical (from breaker to outlet)		√
Electrical (from board to mains)	√	
Grounds Maintenance	√	
Fencing	√	
Gates	√ (If installed by PNSW)	√ (If installed by Occupant)
Electronic security/access control		√
Alarm Monitoring		√
Any Security Manpower service		√
Fire Sprinkler Systems	√	
Fire Indicator Panel Services	√	
Fire Extinguishers	√ (tenant but as owned PNSW service provider should service and recharge for repair/replacement)	
Fire Hose & Hydrant Systems	√	
Emergency exit lights (tenanted space)	√ (tenant but as owned PNSW service provider should service and recharge for repair/replacement)	
Emergency exit lights common area	√ (tenant but as owned PNSW service provider should service and recharge for repair/replacement)	
Fire Training & Diagrams	√	√
Carpet	√ (Common Areas)	√ (Within the Premises)
Lifts	√	
HVAC (Base Building)	√	
HVAC (Supplementary Systems/CRAC Units)		√
Generators		√
Pressure Vessels	√	
Cranes	√	
Trade Waste (subject to fitout)	√	
Pest Control	√	
Window Treatments		√