

10 October 2007

# Redevelopment and extension of Charlestown Square Deed of Planning Agreement

---

Lake Macquarie City Council

GPT RE Limited

[phillip.rattenbury@freehills.com](mailto:phillip.rattenbury@freehills.com)

**Freehills**

---

MLC Centre Martin Place Sydney NSW 2000 Australia  
GPO Box 4227 Sydney NSW 2001 Australia  
Sydney Melbourne Perth Brisbane Singapore

Telephone +61 2 9225 5000 Facsimile +61 2 9322 4000  
[www.freehills.com](http://www.freehills.com) DX 361 Sydney  
Correspondent offices in Hanoi Ho Chi Minh City Jakarta

## Contents

Table of contents

---

<b>The agreement</b>	<b>1</b>
<b>Operative part</b>	<b>2</b>
<b>1 Definitions and interpretation</b>	<b>2</b>
1.1 Definitions .....	2
1.2 Interpretation .....	6
1.3 Inclusive expressions .....	7
1.4 Business Day .....	7
1.5 Contra preferentum .....	7
<b>2 Planning agreement under the Act</b>	<b>7</b>
<b>3 Application of this agreement</b>	<b>8</b>
<b>4 Operation of this agreement</b>	<b>8</b>
<b>5 Development Contributions to be made under this agreement</b>	<b>8</b>
<b>6 Application of s.94 of the Act to the Development</b>	<b>8</b>
<b>7 Registration of this agreement</b>	<b>8</b>
<b>8 Review of this agreement</b>	<b>9</b>
<b>9 Dispute resolution</b>	<b>9</b>
<b>10 Enforcement</b>	<b>9</b>
10.1 Security .....	9
10.2 Enforcement .....	9
<b>11 Notices</b>	<b>10</b>
<b>12 Approvals and consent</b>	<b>10</b>
<b>13 Assignment and Dealings</b>	<b>10</b>
<b>14 Costs</b>	<b>10</b>
<b>15 Entire agreement</b>	<b>11</b>
<b>16 Further Acts</b>	<b>11</b>
<b>17 Governing Law and Jurisdiction</b>	<b>11</b>
<b>18 Joint and individual liability and benefits</b>	<b>11</b>
<b>19 No fetter</b>	<b>11</b>
<b>20 Representations and warranties</b>	<b>11</b>
<b>21 Severability</b>	<b>11</b>
<b>22 Modification</b>	<b>12</b>
<b>23 Waiver</b>	<b>12</b>

## Contents

<b>24</b>	<b>Goods and Services Tax</b>	<b>12</b>
<b>25</b>	<b>Right to terminate this agreement</b>	<b>12</b>
<b>26</b>	<b>GPT Limitation of Liability</b>	<b>13</b>
	26.1 The liability of GPT under this agreement .....	13
<b>27</b>	<b>Timing and staging of the Development</b>	<b>13</b>
	27.1 Timing of the Development.....	13
	27.2 Staging .....	13
<b>28</b>	<b>GPT to provide Compensation Package</b>	<b>13</b>
	28.1 Principles .....	13
	28.2 Disagreement as to location .....	13
	28.3 Cost .....	14
<b>29</b>	<b>Release and Indemnity</b>	<b>14</b>
	29.1 29.1 Release .....	14
	29.2 Indemnity .....	14
	29.3 Proportional Reduction .....	14
	<b>Schedules</b>	
	<b>Notice details</b>	<b>16</b>
	<b>Signing page</b>	<b>17</b>
	<b>Attachments</b>	
	<b>Development Contributions</b>	
	<b>Dispute Resolution Procedures</b>	
	<b>Works Principles and Procedures</b>	
	<b>Certificate of Practical Completion</b>	
	<b>Plan</b>	
	<b>New Occasional Child Care Centre Outline Brief and Concept Design</b>	
	<b>St John Oval Works Outline Brief and Concept Design</b>	
	<b>Charlestown Oval Works Outline Brief and Concept Design</b>	
	<b>New Community Room Outline Brief and Concept Design</b>	
	<b>New Youth Facility Outline Brief and Concept Design</b>	
	<b>New Community Room Lease</b>	
	<b>New Youth Facility Lease</b>	
	<b>Governmental Authority Approvals</b>	

## The deed

### Charlestown Square Redevelopment and Extension

---

Date ►

Between the parties

---

**Lake Macquarie City Council**

ABN 81 065 027 868 of 126-138 Main Road, Speers Point NSW  
2284

**(Council)**

---

**GPT RE Limited**

ABN 27 107 426 504 of Level 52, MLC Centre, 19-29 Martin Place,  
Sydney NSW 2000

**(GPT)**

---

**Background**

GPT has made a Development Application to the Council for  
Development Consent to carry out the Development on the Land.

The Development Application is now accompanied by an offer by  
GPT to enter into this agreement pursuant to subdivision 2 of Division  
6 of Part 4 of the Environmental Planning & Assessment Act 1979 to  
make Development Contributions for public purposes.

---

**The parties agree**

as set out in the Operative part of this agreement, in consideration of,  
among other things, the mutual promises contained in this  
agreement.

---

## Operative part

---

**1 Definitions and interpretation**

---

**1.1 Definitions**

The meanings of the terms used in this document are set out below.

Term	Meaning
<b>Act</b>	the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> .
<b>Additional Council Land</b>	the land designated as the "Additional Council Land" on the Plan.
<b>Bowling Club Agreement</b>	the agreement between GPT and the Charlestown Bowling Club dated 22 May 2007.
<b>Business Day</b>	a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.
<b>Certificate of Practical Completion</b>	a certificate substantially in the form of <b>Attachment 4</b> .
<b>Charlestown Bowling Club</b>	the building, land and other improvements that as at the date of this agreement comprise the Charlestown Bowling Club.
<b>Charlestown Open Space Endowment Fund</b>	the fund of that name established (or to be established) and reported on by the Council as a "restricted asset" within the meaning of that term as it is used in Australian Accounting Standard 27, the use of which is to be confined to the purchase of land for open space purposes and embellishment of open space areas, in the locality of Charlestown.
<b>Charlestown Oval Precinct</b>	includes the tennis courts.
<b>Charlestown Oval Works</b>	the works described generally in the Charlestown Oval Works Outline Brief and Concept Design.
<b>Charlestown Oval Works Outline Brief and Concept Design</b>	the documents comprising <b>Attachment 8</b> .

<b>Term</b>	<b>Meaning</b>
<b>Charlestown Square</b>	the shopping centre of that name which is shown as at the date of this agreement as "Charlestown Square" on the Plan.
<b>Compensation Package</b>	Development Contributions to be provided by GPT described in <b>Attachment 1</b> .
<b>Construction Certificate</b>	a construction certificate under Part 4A of the Act application for which has been made with the consent of GPT in respect of work the subject of the Development Application.
<b>Club</b>	Charlestown Bowling Club Limited.
<b>Current Club Land</b>	the land on which is located as at the date of this agreement the Charlestown Bowling Club, designated as the "Current Club Land" on the Plan.
<b>Current Public Road</b>	those parts of Frederick Street and Canberra Street that are proposed to be closed as part of the Development, as shown on the Plan.
<b>Date of Practical Completion</b>	the date of Practical Completion as certified in the Certificate of Practical Completion.
<b>Defects Liability Period</b>	the period stipulated in clause <b>8.1</b> of <b>Attachment 3</b> .
<b>Development</b>	the redevelopment and extension of Charlestown Square including the demolition of part of the existing southern car park; construction of new multi-deck car parks below a 2 level southerly extension of the retail centre; creation of a new southern plaza with cafes, restaurants, commercial services; re-construction of the Pearson St frontage with multi-use 2/3 storey buildings and a northern plaza and includes the development, the subject of the Development Application.
<b>Development Application</b>	DA/231/2007 in the records of the Council.
<b>Development Consent</b>	has the same meaning as in the Act and relates to the Development Application.
<b>Development Contributions</b>	the provision by GPT to the Council of the material public benefits, including the transfer of Land and the payment of

Term	Meaning
	moneys and the doing of all other things, set out in <b>Attachment 1</b> .
<b>Dispute Resolution Procedures</b>	the procedures set out in <b>Attachment 2</b> .
<b>Equipment Warranties</b>	each written warranty provided in connection with the supply of plant and equipment to be installed as part of the Works (excepting the new bowling club).
<b>Existing Child Care Centre</b>	the child care centre which is located at 1 Frederick Street, Charlestown and so designated on the Plan.
<b>Ferris Oval Land</b>	the area of land designated as the "Ferris Oval Land" on the Plan.
<b>Governmental Authority</b>	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (whether local, state or federal).
<b>GST</b>	has the same meaning as in the GST Law.
<b>GST Law</b>	has the same meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>Handover Date</b>	the date agreed as between the parties pursuant to clause 7.5(a) of <b>Attachment 3</b> .
<b>Land</b>	<ol style="list-style-type: none"><li>1 Lot 2 in DP 1090261 known as 74 Patricia Avenue, Charlestown.</li><li>2 Lot 3 in DP 1090261 known as 128A Pacific Highway, Charlestown.</li><li>3 Lot 1000 in DP 773666 known as 30 Pearson Street, Charlestown.</li><li>4 Lot 1 in DP 727770 known as 3B Frederick Street, Charlestown.</li><li>5 Lot 2 in DP 727770 known as 2 Canberra Street, Charlestown.</li><li>6 Lot 3 in DP 248597 known as 3 Frederick Street, Charlestown.</li><li>7 Lot 4 in DP 248597 being part of 1 Frederick St, Charlestown.</li><li>8 Lot 1 in DP 47292 being part of 1 Frederick St, Charlestown.</li></ol>

Term	Meaning
<b>New Carl Street</b>	the proposed new public road designated as "Carl Street" as shown on the Plan.
<b>New Community Room</b>	the new community room as generally described by the New Community Room Outline Brief and Concept Design.
<b>New Community Room Outline Brief and Concept Design</b>	the documents comprising <b>Attachment 9</b> .
<b>New Frederick Street</b>	the proposed new public road designated as "Frederick Street" as shown on the Plan.
<b>New Occasional Child Care Centre</b>	the new occasional child care centre to be designed and constructed, generally in accordance with the New Occasional Child Care Centre Outline Brief and Concept Design.
<b>New Occasional Child Care Centre Outline Brief and Concept Design</b>	the documents comprising <b>Attachment 6</b> .
<b>New Youth Facility</b>	the new youth facility as generally described by the New Youth Facility Outline Brief and Concept Design.
<b>New Youth Facility Outline Brief and Concept Design</b>	the documents comprising <b>Attachment 10</b> .
<b>Occupation Certificate</b>	has the same meaning as in the EP&A Act.
<b>Outline Plans and Specifications of the Works</b>	the outline plans and specifications that comprise <b>Attachments 6, 7, 8, 9 and 10</b> of this agreement.
<b>Plan</b>	the plan comprising <b>Attachment 5</b> .
<b>Plans and Specifications of the Works</b>	the Plans and specifications approved or deemed to have been approved by the Council pursuant to clause 2 of <b>Attachment 3</b> .
<b>Practical Completion</b>	that stage in the execution of a Work when a Work is complete apart from minor omissions and defects.



Term	Meaning
<b>Project Consent</b>	<ol style="list-style-type: none"> <li>1 if the Development is development to which Part 3A of the EP&amp;A Act applies, approval by the Minister to the carrying out of the Development under Part 3A of the EP&amp;A Act (which, at the election of GPT, may be satisfied by an approval of a concept plan), or</li> <li>2 if the Development is development to which Part 4 of the EP&amp;A Act applies, consent under Part 4 of the EP&amp;A Act to carry out the Development and includes a complying development certificate, as the case may be.</li> </ol>
<b>St John Oval</b>	the playing field, of that name, located at Whitebridge, NSW comprising Lot 325 in DP 755233 and Lot 75 in DP 755233.
<b>St John Oval Works</b>	the works described, generally, in the St John Oval Works Outline Brief and Concept Design.
<b>St John Oval Works Outline Brief and Concept Design</b>	the documents comprising <b>Attachment 7</b> .
<b>Work and Works</b>	the construction of the Charlestown Oval Works, New Community Room, New Occasional Child Care Centre, New Youth Facility and St John Oval Works (as the context requires).
<b>Works Principles and Procedures</b>	the principles and procedures described, generally, in <b>Attachment 3</b> .

## 1.2 Interpretation

In this agreement, headings and bold type are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words importing a gender include any gender;
- other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Authority;
- a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(e) implies that performance of part of an obligation constitutes performance of the obligation;

- (f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any annexure, exhibit and schedule;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Governmental Authority with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) a covenant or agreement on the part of 2 or more persons binds them severally;
- (k) a reference to an agreement other than this agreement includes an undertaking, agreement, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits;
- (m) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
- (n) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

### **1.3 Inclusive expressions**

Specifying anything in this agreement after the words "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.

### **1.4 Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

### **1.5 Contra proferentum**

In the interpretation of this deed of agreement no rule of construction shall apply to disadvantage one party on the basis that that party put forward the particular covenant term or provision.

## **2 Planning agreement under the Act**

---

The parties agree that this agreement is a planning agreement, governed by subdivision 2 of Division 6 of Part 4 of the Act.

### 3 Application of this agreement

---

This agreement applies to the Development and the Land.

### 4 Operation of this agreement

---

- (a) This agreement operates on and from the date it is made except that the obligations of GPT to provide the Development Contributions do not arise to be performed until the date the first Construction Certificate is issued.
- (b) If Council is not appointed as principal certifying authority in relation to the Development, GPT must provide to Council a copy of the first Construction Certificate within 7 days of the date of its issue.

### 5 Development Contributions to be made under this agreement

---

- (a) The nature and extent of the provision of Development Contributions to be made under this agreement are set out in Attachment 1.
- (b) The times when the Development Contributions are to be made are set out in Attachment 1.
- (c) The public purposes for which the Development Contributions are to be applied are the provision of public amenities and public services and the provision of infrastructure relating to land .
- (d) If not done by the date of this agreement, GPT will make or procure to be made each and every application referred to in **Attachment 13**.

### 6 Application of s.94 of the Act to the Development

---

This agreement excludes the application of section 94 of the Act to the Development.

### 7 Registration of this agreement

---

- (a) The parties shall do all things reasonably necessary to enable the Council to obtain registration of this agreement (and any amendment to or revocation of this agreement) under section 93H of the Act by the Registrar-General such that on registration of this agreement, the Registrar-General will have made an entry in the relevant Folio of the Registrar kept under the Real Property Act 1900 in relation to:

- (1) Lot 3 in DP 248597;
- (2) Lot 4 in DP 248597; and
- (3) Lot 1 in DP 47292

only.

To that end, GPT acknowledges and agrees that on the date the first Construction Certificate is issued, Council may take all steps reasonably necessary to ensure that this agreement is registered against the certificates of title for the abovementioned land and,

in respect of the purchase of that Land by GPT, GPT will not make any requisition or objection against the Council in connection with this agreement being registered against the certificates of title for the abovementioned land. GPT also agrees to do all things reasonably required by the Council to ensure that this agreement is registered against the certificates of title for the abovementioned land. Promptly following GPT having satisfied its obligations under this agreement (or those obligations having been waived by Council) Council must do all things reasonably required by GPT to de-register this agreement from the certificates of title for the abovementioned land.

## **8 Review of this agreement**

---

- (a) The Parties agree that from time to time it may become necessary to review this agreement, but any amendment to this agreement shall only be effective in writing and signed by all Parties.
- (b) If a party requires a review it shall request the other party to participate in a review and the review shall be undertaken accordingly. Any such review will be conducted in the circumstances and in the manner determined by the parties.
- (c) The Council acknowledges that the matters contemplated by the Bowling Club Agreement are essential to the ability of GPT to commence, carry out and complete the Development, and if the Bowling Club Agreement is rescinded or terminated or declared invalid, then this will accordingly result in a request from GPT for a review of this agreement.

## **9 Dispute resolution**

---

In the event that the Council and GPT cannot agree in relation to any matter relating to this Agreement then the Council or GPT may give notice and particulars of such matter the subject of the failure to agree to the other and may require that such matter be resolved by the Dispute Resolution Procedures.

## **10 Enforcement**

---

### **10.1 Security**

- (a) GPT will deliver to the Council, at the date of this agreement a banker's guarantee in an amount of \$115,000.00 which the Council may call upon, either partially or wholly, to satisfy rectification of any breach by GPT of this agreement.
- (b) Should at any time the Council use any of that security under this clause, GPT shall, on being advised by the Council of the amount used, provide a further banker's guarantee so as to restore the security to \$115,000.00. The provision of the Guarantee is not intended to be a cap on the liability of GPT under this agreement.

### **10.2 Enforcement**

In the event of any dispute arising between the parties relating to this Agreement, Attachment 2 applies.

## 11 Notices

---

- (a) Any notice or other communication including any request, demand, consent or approval, to or by a party to this agreement:
- (1) must be in legible writing and in English addressed as shown at the commencement of this agreement or as specified to the sender by any party by notice;
  - (2) must be signed by the sender (if a natural person) or an officer or under the common seal of the sender (if a corporation);
  - (3) is regarded as being given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post, 3 Business Days from and including the date of postage; or
    - (C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 4pm (addressee's time) it is regarded as received at 9am on the following Business Day; and
  - (4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A fax transmission is regarded as legible unless the addressee telephones the sender within two hours after transmission is received or regarded as received under clause 11(a)(3) and informs the sender that it is not legible.
- (c) In this clause 11, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

## 12 Approvals and consent

---

Except as otherwise set out in this agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## 13 Assignment and Dealings

---

- (a) Rights arising out of or under this agreement are not assignable by one party without the prior written consent of the other party.
- (b) A party must not unreasonably withhold its consent.

## 14 Costs

---

GPT must pay all reasonable costs and expenses of Council in relation to the preparation of this agreement.

## 15 Entire agreement

---

This deed contains everything to which the parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an Authorised Officer, agent or employee of that Party, before this deed was executed, except as permitted by law.

## 16 Further Acts

---

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably request to affect, perfect or complete this deed and all transactions incidental to it.

## 17 Governing Law and Jurisdiction

---

This deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

## 18 Joint and individual liability and benefits

---

Except as otherwise set out in this deed, any agreement, covenant, representation or warranty under this deed by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

## 19 No fetter

---

Nothing in this agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## 20 Representations and warranties

---

The Parties represent and warrant that they have power to enter into this agreement and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any law.

## 21 Severability

---

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal,

enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

## 22 Modification

---

No modification of this agreement will be of any force or effect unless it is in writing and signed by the Parties to this agreement.

## 23 Waiver

---

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or reach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

## 24 Goods and Services Tax

---

- (a) Any reference in this clause to terms defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this Agreement then the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable together with the consideration to which it relates at the time of settlement or such other time as the parties agree.
- (d) The supplier must issue a tax invoice to the recipient of the supply at settlement or such other time as the parties agree.
- (e) If one of the parties to this Agreement is entitled to be reimbursed for an expense or outgoing incurred in connection with the Agreement, then the amount of the reimbursement will be net of any input tax credits which may be claimed by the party being reimbursed in relation to that expense or outgoing.

## 25 Right to terminate this agreement

---

If the Bowling Club Agreement is rescinded or terminated or, declared invalid, GPT may, by notice in writing to the Council, terminate this agreement without any requirement to compensate the Council.

---

**26 GPT Limitation of Liability**

---

**26.1 The liability of GPT under this agreement**

- (a) In this clause 26:
- (1) "Trustee" means GPT RE Limited in its capacity as trustee and responsible entity of the General Property Trust; and
  - (2) "Trust" means the trust known as General Property Trust.
- (b) The Trustee enters into this agreement only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability, subject to the letter dated on or about the date of this agreement from the Trust and the Trustee to the Council.
- (c) Subject to the letter dated on or about the date of this agreement to Council from the Trust and Trustee, Council may not sue the Trustee in any capacity other than as trustee of the Trust.

---

**27 Timing and staging of the Development**

---

**27.1 Timing of the Development**

The periods for the items in the Compensation Package may, by the agreement of the parties each of whom must act reasonably, be extended to facilitate the carrying out and completion of the Development as a whole.

**27.2 Staging**

The Council also acknowledges that GPT may:

- (a) carry out the Development; and
- (b) perform its obligations under this agreement (including the Works),  
in stages as GPT considers to be most appropriate.

---

**28 GPT to provide Compensation Package**

---

**28.1 Principles**

GPT must provide the Development Contributions in accordance with, and the parties must observe and where applicable comply with their respective rights and obligations under, the Works Principles and Procedures.

**28.2 Disagreement as to location**

In the event of any dispute between GPT and the Council as to the precise location of the improvements comprising:

- (a) the New Community Room; or
- (b) the New Youth Facility,



that dispute is to be dealt with in accordance with the Dispute Resolution Procedure.

**28.3 Cost**

The obligations to be performed by GPT under this agreement shall be performed at no cost to the Council.

**29 Release and Indemnity**

---

**29.1 Release**

GPT unconditionally releases Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) (collectively Claims) to the extent that the claims are caused by the negligent, wilful or reckless act or omission of GPT, its contractors or agents in carrying out the Works.

**29.2 Indemnity**

Without limiting any other rights that the Council has under or relating to this Agreement, GPT hereby indemnifies Council from and against all actions, claims, reasonable costs, losses and damages (including the costs of defending or settling (which settlement can only take place with GPT's prior consent, which will not be unreasonably withheld) any action or claim) in respect of:

- (a) loss of use of, or damage to property; or
- (b) personal injury (including death) or illness to any person

resulting from or by reason of any negligent, reckless or wilful act or omission by GPT, its employees, its agents, consultants or contractors, arising out of or relating to activities undertaken pursuant to this Agreement.

This indemnity does not extend to any loss of any rentals or profits that Council may suffer, nor to any pure economic loss, except to the extent such loss falls within paragraphs (a) and (b).

The Council agrees with GPT that Council has a duty to and must mitigate any loss that is subject to indemnification under this clause 29.2.

**29.3 Proportional Reduction**

Without limiting any other rights the Council or GPT has under this Agreement, GPT's liability to release and indemnify Council under this Clause 29 only is reduced proportionally to the extent that a negligent act or omission of Council, its employees, agents or consultants has contributed to the injury, damage or loss.

Table of contents

---

Notice details

16

## Schedule 1

### Notice details

---

**Lake Macquarie City Council**

Address 126-138 Main Road, Speers Point NSW 2284

Attention

Phone

Fax

Email

---

**GPT RE Limited**

Address Level 52, MLC Centre, 19-29 Martin Place, Sydney NSW 2000

Attention

Phone

Fax

Email


---

Executed as a deed

---

The common seal of  
**Lake Macquarie City Council**  
is fixed to this document in the presence of


sign here ▶

  
\_\_\_\_\_  
Mayor

print name

Gregory Michael Piper

sign here ▶


  
\_\_\_\_\_  
General Manager

print name

BRIAN BELL

The common seal of  
**GPT RE Limited**  
is fixed to this document in the presence of

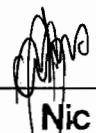
sign here ▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

James Anthony Coyne

sign here ▶

  
\_\_\_\_\_  
Director

print name

Nic Lyons

Table of contents

---

**Development Contributions**

**Dispute Resolution Procedure**

**Works Principles and Procedures**

**Certificate of Practical Completion**

**Plan**

**New Occasional Child Care Centre Outline Brief and Concept Design**

**St John Oval Works Outline Brief and Concept Design**

**Charlestown Oval Works Outline Brief and Concept Design**

**New Community Room Outline Brief and Concept Design**

**New Youth Facility Outline Brief and Concept Design**

**New Community Room Lease**

**New Youth Facility Lease**

**Governmental Authority Approvals**

## Development Contributions

---

A. GPT will to the reasonable satisfaction of the Council:

- (1) transfer to the Council, or procure the transfer to the Council, of a new public reserve with an approximate area of 3,200 m<sup>2</sup>, on the northern portion of the Current Club Land, such that (a) the land is transferred discharged from all obligations, trusts, estates, interests, contracts, rates, charges, easements, restrictive covenants and dedications affecting the land or any part of the land except for (1) any reservations that except land out of a Crown Grant relating to the land; (2) any easements and restrictive covenants that the Council notifies the transferor in writing before transfer, that it is willing to accept, (3) reservations of minerals (within the meaning of the Crown Lands Act 1989), (4) any registered easement or covenant affecting the land as at the date of this agreement, and (5) any trust, interest, easement, covenant or dedication required by a Governmental Authority and, (b) the land is a highly landscaped passive park, cleared of all rubbish and rubble, fully turfed and fit for use and enjoyment by the public without the need for any further works and connected to all relevant services and utilities including water taps at 2 boundaries of the land.  
**Time for provision:** within 30 months from the date the first Construction Certificate is issued.
- (2) pay \$500,000 to the Council as a contribution to the Charlestown Open Space Endowment Fund.  
**Time for provision:** within the period that commences on the date of this agreement and expires on the date that is 14 days after the date on which the last approval or consent is granted to each of the applications to be made under paragraphs 1, 2, 3 and 4 in Attachment 13.
- (3) design and construct a 46 place New Occasional Child Care Centre to Council specifications, on Part Lot 1 DP 503101 and Part Lot 50 DP 1029535, Kahibah Road, Highfields, construction to be generally in accordance with the New Occasional Child Care Centre Outline Brief and Concept Design.  
**Time for provision:** within 30 months from the date the first Construction Certificate is issued.
- (4) design and construct the St John Oval Works, construction to be generally in accordance with the St John Oval Works Outline Brief and Concept Design including, but not limited to, an additional playing field, an amenities building, carparking spaces and other facilities.  
**Time for provision:** within 30 months from the date the first Construction Certificate is issued.
- (5) create, construct and dedicate at no cost to the Council new public roads to be known as New Frederick Street and New Carl Street, construction to be in accordance with the conditions of the Project Consent.  
**Time for provision:** within 30 months from the date the first Construction Certificate is issued.
- (6) design and construct the Charlestown Oval Works, the facility being located as shown on the Plan and construction to be generally in accordance with the Charlestown Oval Works Outline Brief and Concept Design.

**Time for provision:** within 30 months from the date the first Construction Certificate is issued.

- (7) design and construct a New Community Room of at least 284m<sup>2</sup> to replace the existing community room located within the existing Charlestown Square. The design and construction is to be generally in accordance with the New Community Room Outline Brief and Concept Design (which will be incorporated into the development applications for the Project Consent). The New Community Room will be located in the vicinity of the South Plaza at a location to be agreed.

**Time for provision:** within 30 months from the date the first Construction Certificate is issued.

- (8) design and construct the New Youth Facility to be located within the redeveloped Charlestown Square. The design and construction is to be generally in accordance with the New Youth Facility Outline Brief and Concept Design. The New Youth Facility is to contain 2 offices, a program/activity area, an interview/ consulting room, a kitchen, a storage room, a computer/training room and toilets and will be located in the general area indicated on the Plan. The final location is to be agreed between the parties.

**Time for provision:** within 30 months from the date the first Construction Certificate is issued.

- (9) design and construct a new bowling club for the Club to be located on the Ferris Oval Land .

**Time for provision:** within 30 months from the date of the first Construction Certificate is issued.

- (10) design the re-landscaping and embellishment treatment of the environs of Charlestown Oval Precinct (including the tennis courts) and contribute \$500,000 to the cost of those works by paying that amount to the Council.

**Time for provision:** within the period that commences on the date of this agreement and expires on the date that is 14 days after the date on which the last approval or consent is granted to each of the applications to be made under paragraphs 1, 2, 3 and 4 in Attachment 13.

- (11) design and construct a performance space in the Charlestown Oval Precinct's environs to replace the rotunda presently located in the Charlestown Mall.

**Time for provision:** within 30 months from the date the first Construction Certificate is issued.



- (12) design and construct the North and South Plazas in accordance with the Plan and the Project Consent and:

- (a) transfer the proposed North Plaza to the Council and manage (or procure the management of) the North Plaza to the reasonable satisfaction of the Council;
- (b) remove and relocate the rotunda in Charlestown Mall to a site nominated by the Council; and
- (c) grant to the Council a right of footway to the South Plaza as shown on the Plan, on the terms set out in Part 2 of Schedule 4A to the Conveyancing Act 1919.

**Time for provision:** within 30 months from the date the first construction Certificate is issued.

- (13) allow members of the public who are attending events at Charlestown Oval to use the carpark within Charlestown Square on the following terms:

- (a) The carpark will be maintained by GPT staff or nominated operator.

## Freehills

- (b) All running, maintenance, capital, insurances, rates and levies or other costs associated with the maintaining and running the car park will be at GPT's expense.
- (c) The first three hours will be free of charge.
- (d) After 3 hours a charge will be applied on a sliding scale.
- (e) Total car park numbers are approximately 3,650.
- (f) An area of approximately 450-500 spaces will be allocated for retail staff working within the centre. A charge for staff may be levied.
- (g) Operating Hours: the car park will be open to service the hours of operation for those major tenants that trade extended hours, 7am – midnight.
- (h) Any change to the operational parameters identified in (a) – (g) will be by mutual written agreement of GPT and Council acting reasonably.

**Time for provision:** prior to the issue of the Occupation Certificate for the carpark.

- B.**
- (1) GPT will grant to the Council the New Community Room lease upon the issue of an Occupation Certificate under the Act for the room in the terms of Attachment 9.
  - (2) GPT will grant to the Council the New Youth Facility lease upon the issue of an Occupation Certificate under the Act for the facility in the terms of Attachment 10.

**C.** GPT will:

- (1) Pay all costs associated with the re-opening of Ridley Street and Pearson Street to North-bound and South-bound public and private vehicles, including the costs of removal of the Mall and reconstruction of the street upon which the Mall was situate (road, surface, footpath, kerb, guttering, drainage, lighting and street furniture) to Council's satisfaction, and the provision for bus set down areas and new taxi stand area therein.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (2) Provide new bus shelters in the following locations:
  - (A) Pearson Street: two covered shelters or equivalent on the Western side of Pearson Street; and
  - (B) Frederick Street: four covered bus shelters,

the type and scope of each meeting Council's Charlestown Streetscape Masterplan as a minimum.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (3) Pay \$50,000.00 to the Council for the purpose of purchasing Public Art (in addition to Public Art to be located on the Southern and Northern Plazas).

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (4) Pay \$10,000.00 to the Council for the purpose of conservation/ preservation of the Pickering Collection of Charlestown.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (5) Construct a bus layover for 8 buses in New Carl Street.



## Freehills

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (6) Construct a bus driver amenity building, to Newcastle Buses and Ferries' satisfaction, in New Carl Street or other mutually agreed location.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (7) Provide a shower, change and locker facility for cyclists within Charlestown Square.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (8) Allocate space within the Customer Service Desk in Charlestown Square for use by Newcastle Buses and Ferries and other public transport operators to display timetables, install a touch screen or similar medium to detail timetable information.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (9) To the Western alignment of Pearson Street (from Ridley Street to Frederick Street) provide streetscape improvements in accordance with EDAW's design drawings approved by Council and consistent with Council's Charlestown Square MasterPlan.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (10) Re-mediate Winding Creek where required by the Council for a length of 50 metres for re-generation of the health of the Creek through bank enhancement and erosion control.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (11) In respect to traffic movements, undertake required changes arising from the proposed redevelopment of Charlestown Square.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (12) Provide a monetary contribution towards the equipment required to operate the additional 11 spaces of the New Occasional Child Care Centre at a maximum rate of \$5,000.00 per place. The equipment includes beds, cots, high chairs, tables, chairs, mats and associated equipment necessary to utilise the additional places.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (13) GPT will commit to Charlestown Square car park being a publicly accessible car park on the following terms:

- (A) the car park will be managed by GPT staff or nominated operator;
- (B) all running, maintenance, capital, insurances, rates and levies or other costs associated with maintaining and running the car park will be at GPT's expense;
- (C) the first three (3) hours of parking will be free of charge;
- (D) after three (3) hours a charge will be applied on a sliding scale;
- (E) total car park numbers are approximately 3,650;

## Freehills

- (F) an area of approximately 450 – 500 car spaces will be allocated for retail staff working within the centre. A charge for staff may be levied at GPT's discretion;
- (G) the car park will be open to service the hours of operation for those major tenants that trade extended hours, 7:00am to midnight; and
- (H) any change to the operational parameters identified in items (A) – (G) will be by way of mutual agreement between GPT and Council, both acting reasonably.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

- (14) Provide a monetary contribution of \$80,000.00 towards public domain improvements in Charlestown.

**Time for provision:** prior to the issue of an Occupation Certificate for the northern retail works (identified as A14, B14, C14 and D14 on the Plan).

## Dispute Resolution Procedure

---

- 1.1. The Council and GPT agree that in the interests of expeditiously resolving any dispute or difference which arises between them under or in connection with this agreement (**dispute**) they will:
- (A) Use their best endeavours to resolve the dispute by procuring the General Manager of GPT and the General Manager of the Council to enter into good-faith negotiation within 10 Business Days (or such other period that the parties may agree) of the dispute arising.
  - (B) If the dispute cannot be resolved within the period stipulated in or agreed pursuant to clause 1.1(A), the parties may submit to the process of adjudication set out in clauses 1.2-1.5.

However, nothing in this Attachment 2 prevents either party seeking final or interlocutory relief from a court in connection with a dispute the subject of this agreement without first having to attempt to negotiate and determine the dispute in accordance with this Attachment 2.

- 1.2 Either party may issue a notice of dispute to the other within 14 days of the first occurrence or manifestation of the said dispute or difference or act or omission if the dispute or difference involves an act or omission. The notice is to set out the nature of the dispute or difference and an outline of that party's contentions in respect of the same with such reasonable particularity as is appropriate in the circumstances to allow the other party to understand the matter in dispute and what is being contended for.
- 1.3 Within 7 days of receiving such a notice of dispute, the receiving party shall issue to the other a response, setting out what it believes the nature of the dispute is (if this is different to that set out in the notice of dispute) and an outline of its contentions with such reasonable particularity as is appropriate in the circumstances to allow the party who issued the notice of dispute what the receiving party contends in relation to the dispute.
- 1.4 The General Manager of GPT and the General Manager of the Council may direct that the dispute be resolved by the process of expert determination as set out in subclauses 1.6 and 1.7 below and the dispute is then referred to expert determination. Such a direction is and will be final and binding and not in itself subject to a notice of dispute.
- 1.5 In every other case, the dispute is to be resolved by arbitration pursuant to the provisions of the Commercial Arbitration Act 1984 as set out in subclauses 1.8 and 1.9 below.
- 1.6 Where such dispute fails to be resolved by expert determination, such a determination shall be conducted in accordance with and subject to the Institute of Arbitrators & Mediators Australia Expert Determination Rules and an appropriately qualified expert is to be appointed, subject to the reasonable objection by either party, by the Chairman of the NSW Chapter of the Institute.
- 1.7 In respect of the said Expert Determination Rules, the determination of the dispute by the expert shall, in the absence of any error of law, be final and binding as set out in Rule 3, clause 2.
- 1.8 Subject to subclause 1.10 below, where such dispute or difference is to be resolved by arbitration, the arbitration shall be conducted in accordance with and subject to the Institute of Arbitrators & Mediators Australia Rules for the

## Freehills

Conduct of Commercial Arbitrations with the arbitrator to be appointed, subject to reasonable objection by either party, by the Chairman of the NSW Chapter of the Institute.

- 1.9 In the event that the amount in dispute is less than \$100,000.00, any arbitration conducted pursuant to subclause 1.8 above shall be in accordance with and subject to the Institute of Arbitrators & Mediators Expedited Commercial Arbitration Rules.
- 1.10 In respect of all questions of procedure for any arbitration or expert determination the parties shall participate in the same in good faith and do all and agree to do all things as are appropriate so as to achieve expedition in determination of the issues so referred.

## Continuing liability

The reference of any dispute for resolution under this agreement will not relieve either party from any liability for the due and punctual performance of that party's duties and obligations under this agreement.

## Works Principles and Procedures

---

### 1 Timing and staging of the Works

---

#### 1.1 Timing

When GPT considers it to be most appropriate having regard to the need to carry out the Development as a staged and co-ordinated project, GPT will commence and proceed with the performance of its obligations under this Attachment 3.

#### 1.2 Staging

The Council acknowledges that GPT may carry out the Works and each Work in stages as contemplated by clause 27.2 of the Agreement to which this Annexure forms part.

### 2 GPT will prepare plans and specifications and submit to Council for its approval

---

#### 2.1 GPT to prepare plans and specifications of Works

GPT will procure the preparation of plans and specifications of each Work, generally in accordance with the Outline Plans and Specifications of the Works.

#### 2.2 GPT to submit copies of plans and specifications to the Council for approval

When prepared, GPT will promptly give a copy of the plans and specifications of the Work, to the Council for its approval.

#### 2.3 Council to approve plans and specification

The Council, as landowner only, must approve the plans and specifications of the Work if they are generally in accordance with the Outline Plans and Specifications of the Works and applicable legislation.

#### 2.4 Objection to Plans and Specifications and Changes

The Council, as landowner only, must not object to the plans and specifications of the Work or any amendment thereto and will be deemed to have accepted the same (including those changes required by any Governmental Authority or those requested by GPT or necessitated due to materials not being available or due to design detailing) unless:

- (a) the plans and specifications do not generally reflect the Outline Plans and Specifications of the Works; or

- (b) the plans and specifications contain changes to the Outline Plans and Specifications of the Works,
- which would reasonably be expected to materially and adversely affect the Council, as landowner, and the Council notifies GPT of such in writing (setting out reasonable details of its objection) within 5 Business Days of receiving a copy of the plans and specifications or amendment thereto.

### **2.5 Result of Objection**

Should the Council be entitled to and properly object to the plans and specifications or any amendment thereto (in accordance with clause 2.4 above), GPT must procure the change of that aspect of the plans and specifications so that it generally conforms with the Outline Plans and Specifications of the Works unless to do so is impracticable or unreasonable and GPT objects in writing to the Council, in which case either party may by notice in writing to the other, refer the dispute for resolution under the Dispute Resolution Procedure.

## **3 Construction of the Works**

---

### **3.1 GPT to inform Council**

Before commencing a work, GPT must :

- (a) inform the Council of the anticipated date of commencement of the Work;
- (b) inform the Council of the estimated date of completion of the Work; and
- (c) provide the Council with a copy of the plan showing the then current Project Critical Path.

### **3.2 Policies of insurance**

- (a) Before commencing a Work, GPT must ensure that the following policies of insurances:
- (1) a contract works policy of insurance covering all risks usually covered by such a policy and for an amount of not less than the reasonably estimated cost of the particular Work; and
  - (2) a public liability policy of insurance covering all risks usually covered by such a policy and for an amount in respect of any one occurrence of not less than \$20 million,

are effected and maintained until the Handover Date of the relevant Work.

- (b) GPT will arrange for the Council, its employees, consultants and agents to be noted as interested parties in the insurance policies.
- (c) Apart from the specific matters stipulated in subclauses (a) and (b), the policies of insurance required by subclauses (a)(1) and (a)(2) are to be on terms which (including the cost of premium) are reasonably available in the Sydney insurance market at the time.

### **3.3 Construction of the Works**

- (a) Subject to obtaining all necessary consents and approvals (on terms and conditions acceptable to GPT), GPT will use reasonable endeavours to procure that each of the Works will be completed within the period corresponding to that Work.

## Freehills

- (b) GPT must ensure that the Works are completed substantially in accordance with the Plans and Specifications of the Works and in accordance with all applicable laws and standards and otherwise in accordance with the terms of this agreement.
- (c) Should the Date of Practical Completion of the Works or the issuing of the Certificate of Practical Completion be delayed or potentially delayed as a result of any of the causes or occurrences listed below, GPT will inform the Council in writing of such cause or occurrence and GPT will be entitled to a fair and reasonable extension to the periods stated in the Compensation Package:
  - (1) a use of the Dispute Resolution Procedure;
  - (2) weather sufficiently inclement to prevent or delay the construction of the Works proceeding;
  - (3) loss or damage by fire and/or explosion and/or earthquake and/or storm and tempest and/or civil commotion and/or any like occurrence including war;
  - (4) strikes, disputes or lock-outs affecting any of the tradesmen or other workers engaged in the construction of or supply of materials for the Works;
  - (5) delay by any Governmental Authority giving any necessary approval or consent where all practical and reasonable steps to obtain such approval or consent have been taken;
  - (6) any alterations or additions being required in respect of the Works by any Governmental Authority;
  - (7) any extension of time granted to a contractor or subcontractor performing the Works or any part of the Works for a reason set out in this clause 3.3;
  - (8) any variation to the Works; and
  - (9) any act, matter or thing beyond the reasonable control of GPT which directly or indirectly causes commencement or carrying out of the Works to be delayed (including without limit delays due to the Council inspecting the Works).

### **3.4 Subcontracting the Works**

- (a) The Council acknowledges that GPT does not itself provide or perform design or construction services.
- (b) GPT may subcontract in whole or part any, some or all of its obligations under this agreement.

### **3.5 Inspection of the Works**

- (a) Subject to clause 3.4(b), during the course of construction of the Works, GPT will allow the Council, its agents and consultants reasonable access to the Works to enable the Council to inspect the progress of the Works.
- (b) The Council must not (and must ensure that neither its agents nor its consultants) interfere with the carrying out of the construction of the Works, and comply with GPT's or the GPT Project Manager's reasonable requests and directions during or relating to such inspections.

## **4 Variations**

---

### **4.1 Definitions used in this clause 4**

In this clause 4:

- (a) **Discretionary Variation** means any variation to the Works that is not a Necessary Variation; and
- (b) **Necessary Variation** means any variation to the Works required to comply with an applicable law or standard or the lawful requirement of a Governmental Authority.

### **4.2 Necessary variations**

- (a) In relation to any Necessary Variation, GPT will promptly notify the Council of its effect on the periods stated in the Compensation Package and the periods will be amended accordingly.
- (b) The Council cannot object to any Necessary Variation of which it is notified by GPT pursuant to clause 4.2(a).

### **4.3 Discretionary variations**

- (a) Subject to clause 4.6, if not less than 30 days prior to the estimated date of completion of a Work, the Council serves a written notice on GPT requesting that items of work be omitted or carried out additional to or in substitution of some aspect of the Works (all "a **Discretionary Variation**") then GPT will:
  - (1) provide to the Council an itemised quotation which specifies the cost of such variation calculated in accordance with clause 4.4 ("GPT's Quotation") and
  - (2) inform the Council in writing the effect of the Discretionary Variation on the periods stated in the Compensation Package .
- (b) Within 10 Business Days of receipt of GPT's Quotation, the Council shall notify GPT in writing whether or not the Council still requires the Discretionary Variation and if the variation is required the Council must pay the cost of the variation in accordance with GPT's Quotation and the periods stated in the Compensation Package are amended accordingly.

### **4.4 Cost of Discretionary Variations**

- (a) For the purpose of clause 4.3, the cost of any Discretionary Variation requested by the Council will be paid for by the Council and calculated having regard to the following amounts:
  - (1) the actual cost to GPT of the variation as quoted by the GPT Project Manager acting bona fide and reasonably together with such other expenses (including, without limiting the generality thereof, holding costs or charges associated with any delay to the periods stated in the Compensation Package) as will necessarily be incurred by GPT in respect of the variation;
  - (2) an allowance for all reasonable legal expenses and financing charges properly incurred by GPT in respect of the variation; and
  - (3) a fixed percentage loading for GPT's administration expenses and remuneration in relation to implementing the relevant variation, being 15% (fifteen per cent) of the total of the amount calculated in accordance with clause 4.4(a),

provided that the Council will not be required to pay any amount in excess of GPT's Quotation unless prior to the variation being carried out GPT advises the Council that the cost of the work shall be in excess of GPT's Quotation and the Council agrees to pay such increased amount.

### **4.5 Payment of the cost of Discretionary Variations**

The Council will pay the cost of any Discretionary Variation by way of lump sum payment to GPT on the date 5 Business Days after Practical Completion of the relevant Work.



### **4.6 Project Critical Path**

Despite any other provision of this clause 4 to the contrary, GPT cannot be required to perform a Discretionary Variation if, to do so would adversely affect the Project Critical Path.

## **5 Delay**

---

### **5.1 Cost of delay**

- (a) Except for the following matters, the reasonable cost of delay to the Works shall be borne by GPT:
- (1) requests by the Council for a Discretionary Variation; or
  - (2) unreasonable delays by the Council; or
  - (3) a substitution for a finish or product no longer available or suitable and which was originally requested selected or nominated by the Council.
- (b) In respect of these matters, the reasonable cost of delay shall be borne by the Council.
- (c) For the avoidance of doubt, no lawful requirement of the Council, in its capacity as consent authority, shall render it liable to costs of delay.
- (d) In the absence of manifest error, the GPT Project Manager's statement of the cost of delay shall be prima facie evidence between the parties as to the cost of the delay.

### **5.2 Payment of the cost of delay**

The Council will pay the cost of any delay for which it is responsible, by way of lump sum payment to GPT on the date 5 Business Days after Practical Completion of the Works.

## **6 Damage or destruction of Works prior to Handover Date**

---

### **6.1 Reinstatement on Damage or Destruction**

- (a) Subject to clause 6.1(b), where a Work is damaged or destroyed prior to the Handover Date:
- (1) GPT must reinstate the Work or the damaged parts of the Work within a reasonable time having regard to the damage sustained; and
  - (2) the periods stated in items in the Compensation Package are extended accordingly.
- (b) GPT may but is not obliged to reinstate a Work where:
- (1) the damage or destruction is the result of:
    - (A) any negligent act or omission of the Council or the employees, consultants or agents of the Council relating to any part of the work under this agreement; or
    - (B) the use or occupation by the Council or the employees, consultants or agents of the Council, Council's Representatives or other contractor of Council (not being employed by GPT) of any part of the Work;

- (2) having used reasonable endeavours to do so it is unable to obtain the consent of all necessary Governmental Authorities (on terms acceptable to GPT) to the reinstatement of the Work in a form as near as practicable to the design, standard of construction and finish of the Work prior to the destruction or damage having regard to the laws and standards applicable at the time or in such other form as the parties agree in writing;
- (3) the contract works policy of insurance referred to in clause 3.2(a):
  - (A) is vitiated; or
  - (B) there is a lawful reduction of payments made by the insurer in respect of that policybecause of some act, fault or neglect of the Council or
- (4) having used reasonable endeavours to recover under the contract works policy of insurance referred to in clause 3.2(a), GPT is unable to fully recover from its insurers the amounts properly and reasonably claimed by GPT in connection with the relevant damage or destruction.

### **6.2 Where Compensation Package Still to Apply**

- (a) If GPT is not obliged under clause 6.1(b)(2), (3) or (4) to reinstate a Work, GPT is not released or discharged from its obligation to provide the Work pursuant to its promise to provide the Compensation Package and the rights of the Council in respect of the performance or otherwise of those obligations are not prejudiced or curtailed.
- (b) Subclause 6.2(a) does not operate to relieve the Council of any liability it has or may have arising out of or in connection with:
  - (1) the contract of works insurance policy in clause 3.2(a) being vitiated; or
  - (2) of, or a lawful reduction of payments made by the insurer under that policybecause of some act, fault or neglect of the Council.

## **7 Practical Completion and handover**

---

### **7.1 Significance of Date of Practical Completion**

GPT must do all things reasonably necessary to ensure that the Works are finalised within the periods stated in items in the Compensation Package. .

### **7.2 Notice of anticipated completion of each Work**

GPT will give to the Council not less than 30 days notice in writing of the anticipated date of completion of each Work.

### **7.3 Joint Inspection of Works**

- (a) Within 14 days after service of the notice referred to in clause 7.2, the Council Representative, GPT Representative and the GPT Project Manager, will together inspect the Work and, acting reasonably, attempt to agree upon all items requiring completion (other than minor faults or omissions).
- (b) If the Council and GPT cannot within 5 days of the joint inspection agree whether one or more items (not being minor faults or omissions) requires completion prior to the issue of such Certificate of Practical Completion) either party may refer the dispute to the Dispute Resolution Procedure.

## Freehills

### **7.4 Certificate of Practical Completion**

- (a) Should the Council not require the completion of any items of work pursuant to clause 7.3, or upon completion of the work agreed to or determined must be completed pursuant to clauses 7.3 (if any) GPT will procure the issue of a Certificate of Practical Completion.
- (b) If the Council Representative fails to attend a joint inspection of the Work within 14 days of the notice given pursuant to clause 7.2 above (and in this regard time shall be of the essence) GPT will procure the issue of the Certificate of Practical Completion at the date 15 days after the date that the notice referred to in clause 7.2 is given to the Council, whereupon the Works will for the purpose of this agreement be deemed to have been practically (but not finally) completed in accordance with this agreement.
- (c) GPT must, as a condition of Practical Completion, procure the delivery to the Council of an Occupation Certificate in respect of any building to be constructed as part of the Works.

### **7.5 Staged Handover to Council**

- (a) On a date (or dates) to be agreed by the parties, acting reasonably, GPT must handover to the Council each Work and, collectively, the Works; and
- (b) The Council acknowledges that GPT may handover the completed Works by staged handover of each Work.
- (c) Subject to the obligations of GPT under clause 8, on and from the relevant Handover Date, the Council:
  - (1) assumes sole responsibility for the Work; and
  - (2) releases GPT from any claim the Council might otherwise have against GPT arising out of or in connection with the matters contemplated by this agreement in respect of that work.

### **7.6 GPT to deliver documents to Council**

Within 40 Business Days after the Date of Practical Completion of a Work, GPT will deliver to the Council:

- (a) the Equipment Warranties;
  - (b) maintenance manuals, and
  - (c) as-built drawings,
- for the Work.

## **8 Rectification of defects and related matters**

---

### **8.1 Rectification of Defects**

Any defects in or omissions to or other faults with the Works which appear and are notified in writing to GPT by the Council within the period of fifty two (52) weeks after the Date of Practical Completion and which are caused by materials or workmanship not being substantially in accordance with the Plans and Specifications of the Works or this agreement or the requirements (as at the date of this agreement) of any Governmental Authority will, within a reasonable time from such notice, be rectified and made good by GPT at no cost to the Council.

## **8.2 Final inspection**

The Council and GPT agree that no later than 20 Business Days before the expiry of the Defects Liability Period they each will invite the other to attend and together inspect the Works and agree upon any item requiring attention (including minor faults and omissions) to determine whether the Works is finally complete. The parties also agree that upon the final completion of the Works GPT will procure the issue of a certificate stating that the Works is finally complete. The parties agree that any dispute relating to whether the Works is finally complete will be determined pursuant to the Dispute Resolution Procedure.

## **9 Appointment of a Principal Contractor**

---

### **9.1 Principal Contractor**

- (a) In this clause 9:
- (1) Construction Work means any construction work carried out pursuant to this agreement for which GPT is responsible and which is the subject of the OHS Regulation;
  - (2) OHS Act means the *Occupational Health and Safety Act 2000 (NSW)*;
  - (3) OHS Regulation means *Occupational Health and Safety Regulation 2001 (NSW)*; and
  - (4) Principal Contractor has the same meaning as that contained in the OHS Regulation.
- (b) Subject to clause 9.1(d), the Council:
- (1) appoints GPT and GPT accepts its appointment as Principal Contractor for any Construction Work (other than Construction Work in respect of which the Council has elected to be the Principal Contractor); and
  - (2) authorises GPT to exercise such authority of the Council as is necessary to enable GPT to discharge its responsibilities as Principal Contractor.
- (c) GPT agrees that, as Principal Contractor, GPT:
- (1) is responsible for the Construction Work at all times until the Construction Work is completed; and
  - (2) must ensure that in carrying out the Construction Work it complies with all requirements of the OHS Regulation and the OHS Act; and
  - (3) is responsible for all costs associated with performing the role of Principal Contractor for all works, subject to costs arising as a result of the circumstances set out in clause 6.1(b) of this Annexure P.
- (d) The Council may, in its discretion, elect to be the Principal Contractor for the whole or any part of the Construction Work.
- (e) Despite any other provision of this clause 9 to the contrary, GPT may nominate a contractor to be Principal Contractor in lieu of GPT and the Council must not unreasonably withhold its consent to that person being Principal Contractor for the purpose of this Annexure P.

Certificate of Practical Completion

---

CERTIFICATE OF PRACTICAL COMPLETION

TO:

[Address]

[Principal's name and address]

AS4300 – 1995 CERTIFICATE OF PRACTICAL COMPLETION  
CLAUSE 42.3

Practical Completion of .....(name of Project)  
was reached on ..... (date).

Signed

.....  
Superintendent\*  
Development Manager\*

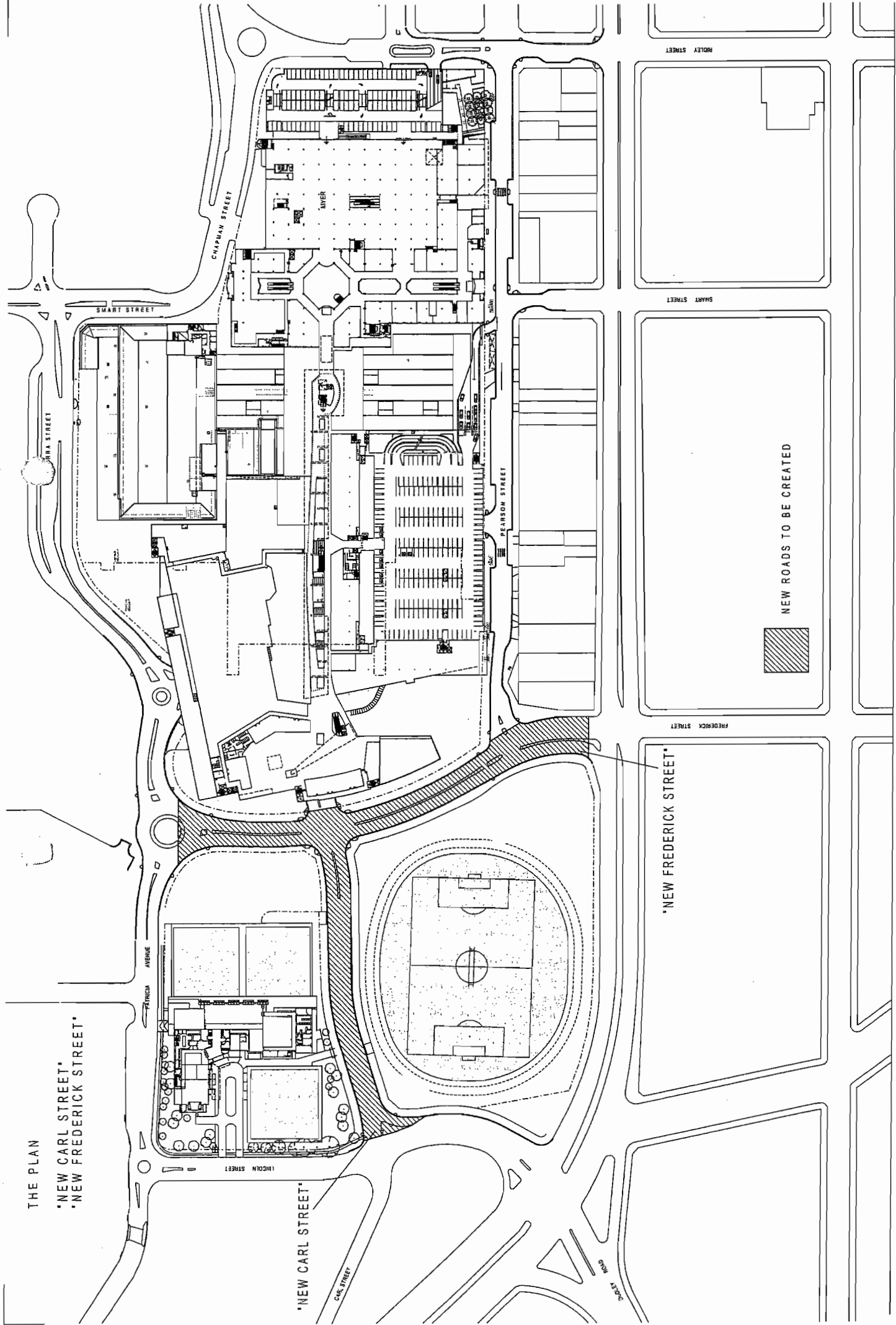
\*delete if inapplicable; depends on terms used in the contract / if standard retail contract, use  
DM.

Plan

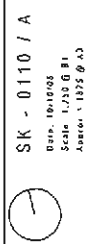
---

THE PLAN

\*NEW CARL STREET\*  
\*NEW FREDERICK STREET\*







## RUBIN STREET

NETT GAMING

SHAPAN STAFF

HEARA STREET

JOHN JAY  
PATRICIA

LINCOLN STREET 122415

## SUMMARY

PAGE 2



RIPLEY STREET

STREET LIGHTS

REDEBICK STREET

1. Bitter Street
2. New-Norham Place
3. Pacific Highway
4. Pearson Street Open to Traffic
5. New Road to Mt View using Pearson Street
6. Proposed Channel Over
7. Proposed Channel Under
8. Stage 2 (1987) Arcadia
9. Stage 1 (1982) Arcadia
10. Proposed Roundabout Arcadia
11. Proposed Roundabout Arcadia
12. Proposed Ford Court
13. Proposed Ford Court
14. Locating at the New Community Hangers and Youth Centre
15. Chalkwater Oval
16. Tenness Park
17. Proposed Redesign of Fredrick Street
18. New Park Area
19. Proposed Extension of Carl Street
20. New Club Christchurch
21. New Club Christchurch
22. Christchurch Boundary



**Bowls**  
Land Lease

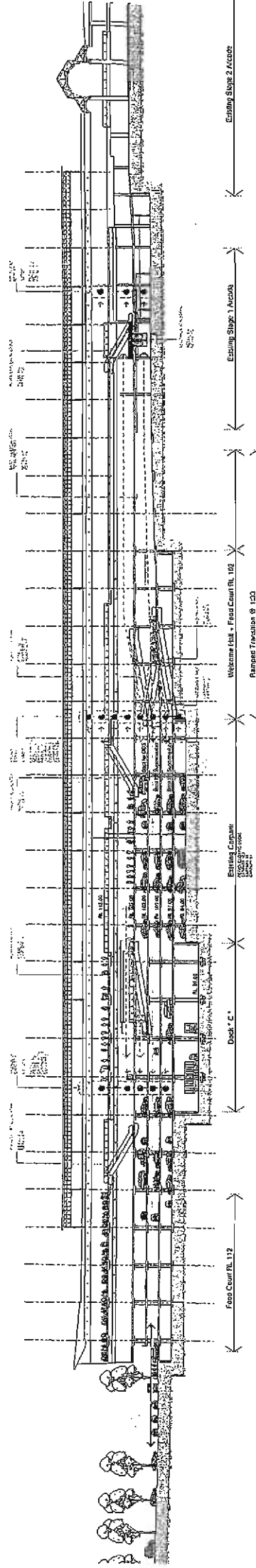
DARYL JACKSON ROBIN DYKE PTY LTD

Charlesown Square Extension  
PROPOSED CONTEXT PLAN

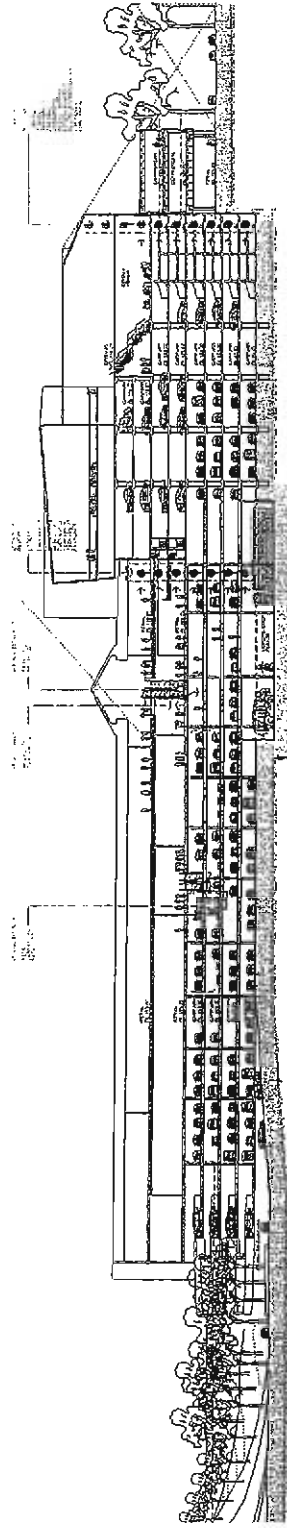
SK - 021 / C

0418-21734 / 30

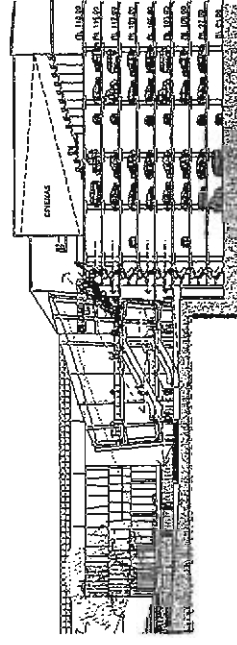
INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group



01 Schematic North South Section



02 Schematic East West Section



03 Schematic Section Cinema Node

INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group

SMART STREET

CANBERRA STREET

CHAPMAN STREET

PEARSON STREET

RIDLEY STREET

Note - Carpark Deck RL 94 is:

- \* Ongrade with the Patricia Street entry.
- \* 2 Levels below the Supermarket level

RL 94.00

Approx.  
254 Car's

INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group

Note - Carpark Deck RL 97 is:  
 1 Ramp above the Patricia Street entry.  
 1 Ramp below the Frederick Street entry.  
 1 Travelator rise below the Supermarket level

CANBERRA STREET

SMART STREET

CHAPMAN STREET

RIDLEY STREET

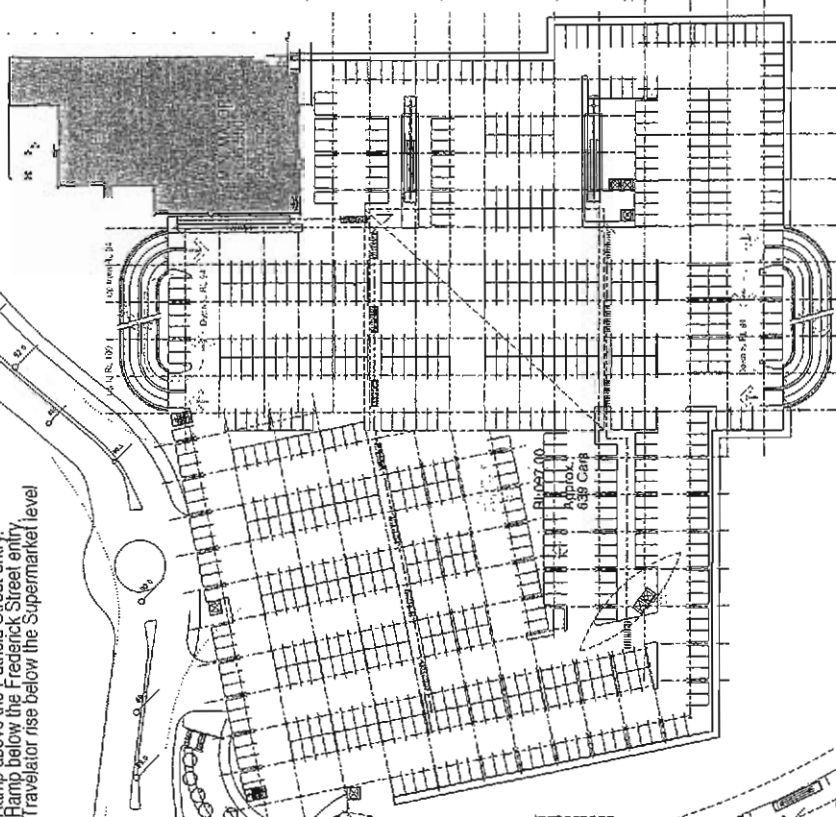
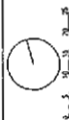
Charlottesville Square Extension

Level 57 Plan

DAVID J. JACKSON FOR DOWNEY PTY LTD

**Bovis**  
Lend Lease

CP-097 / P  
 Date: 14.01.04  
 Scale: 1:200 @ A1  
 Approx 1:150 @ A3

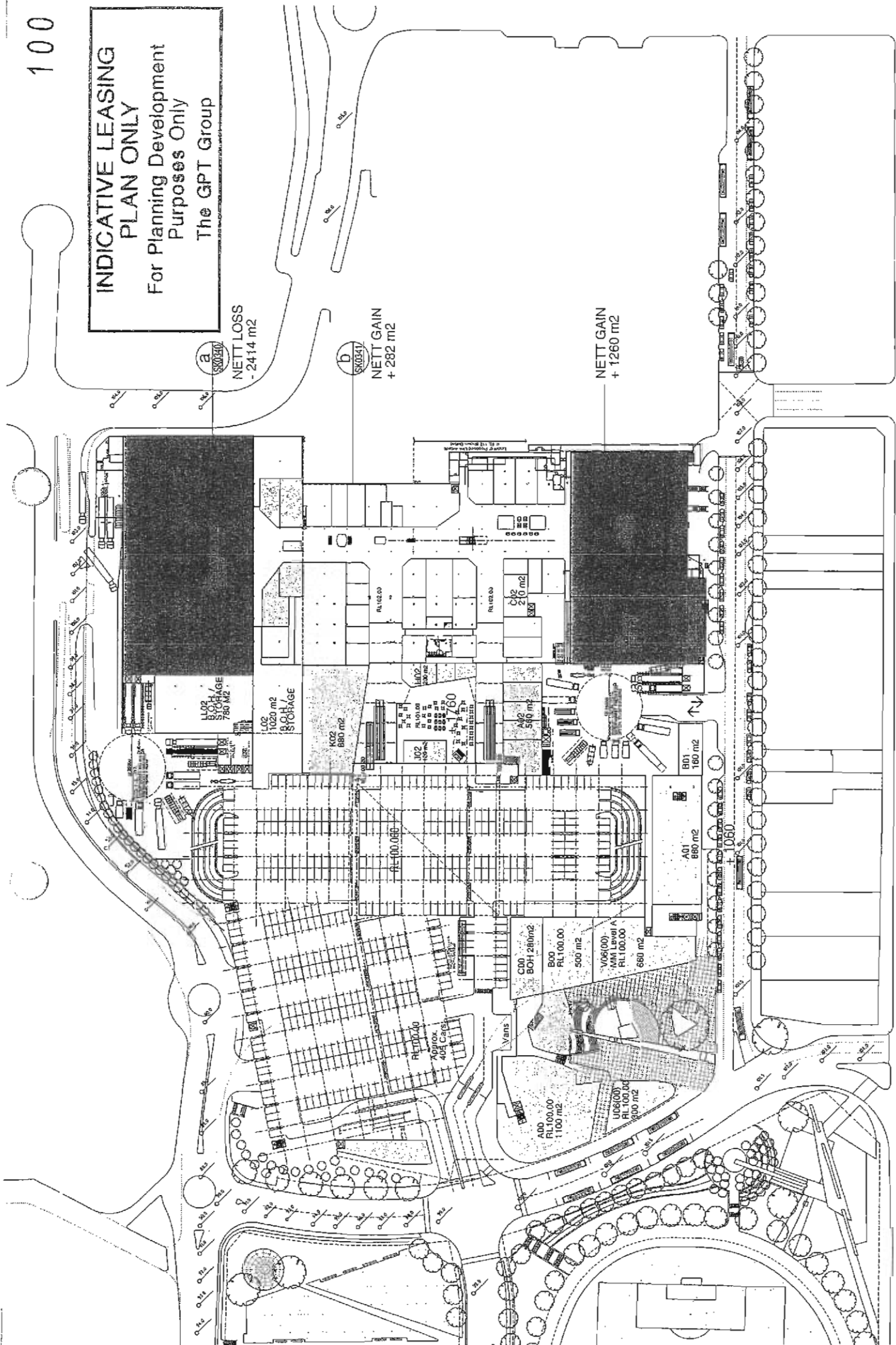


INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group

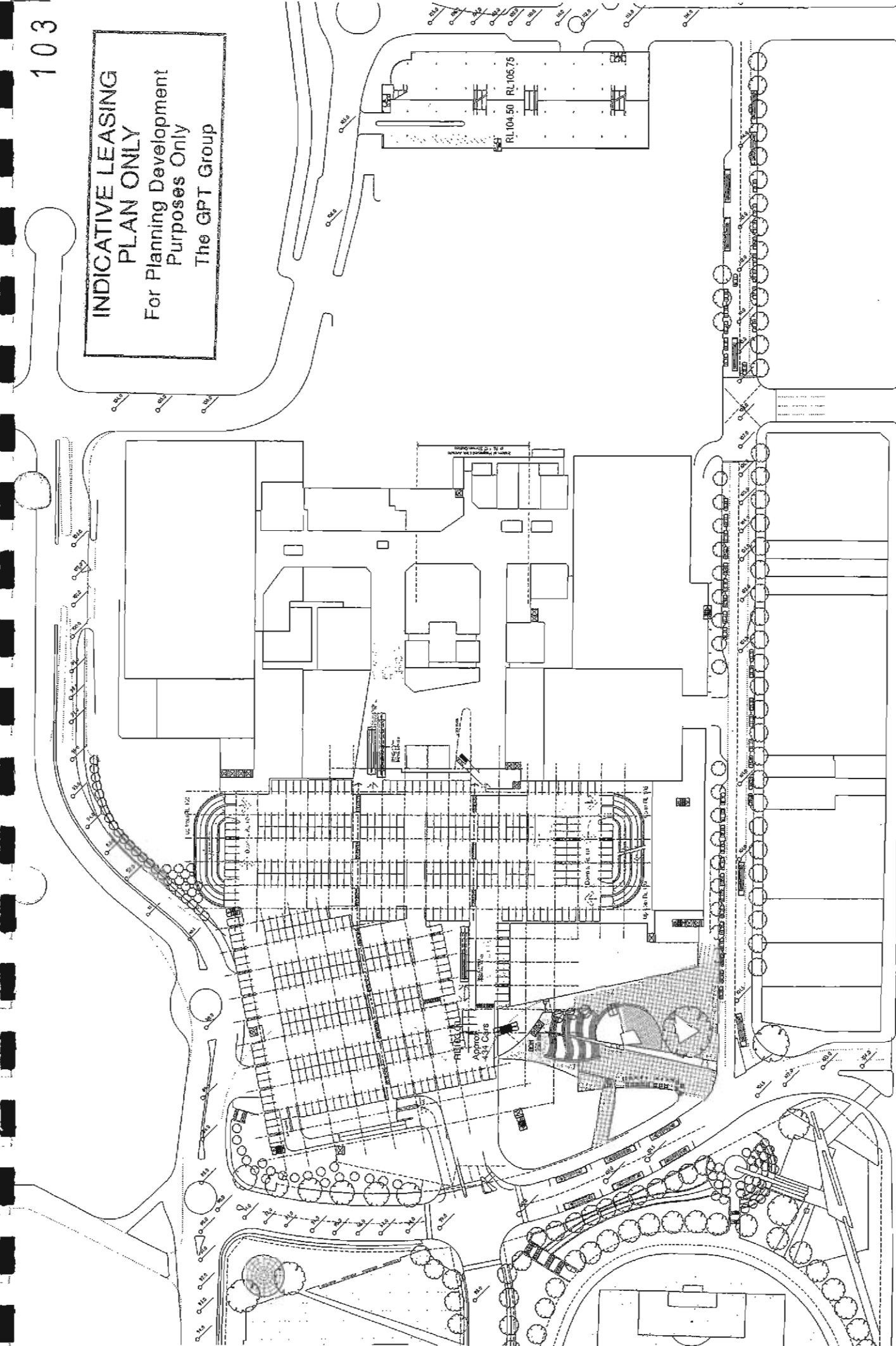
a  
SK0340  
NETT LOSS  
- 2414 m<sup>2</sup>

b  
SK0341  
NETT GAIN  
+ 282 m<sup>2</sup>

NETT GAIN  
+ 1260 m<sup>2</sup>



INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group



Charlestown Square Extension

Concept Plan - Level 103

DARYL JACOBSON ROBIN DYKIE PTY LTD

**Bovis**  
Lease Lease

CP - 103 / P  
DATE: 14.07.04  
SCALE: 1:250 @ A1  
APPENDIX 1: 1750 @ A3

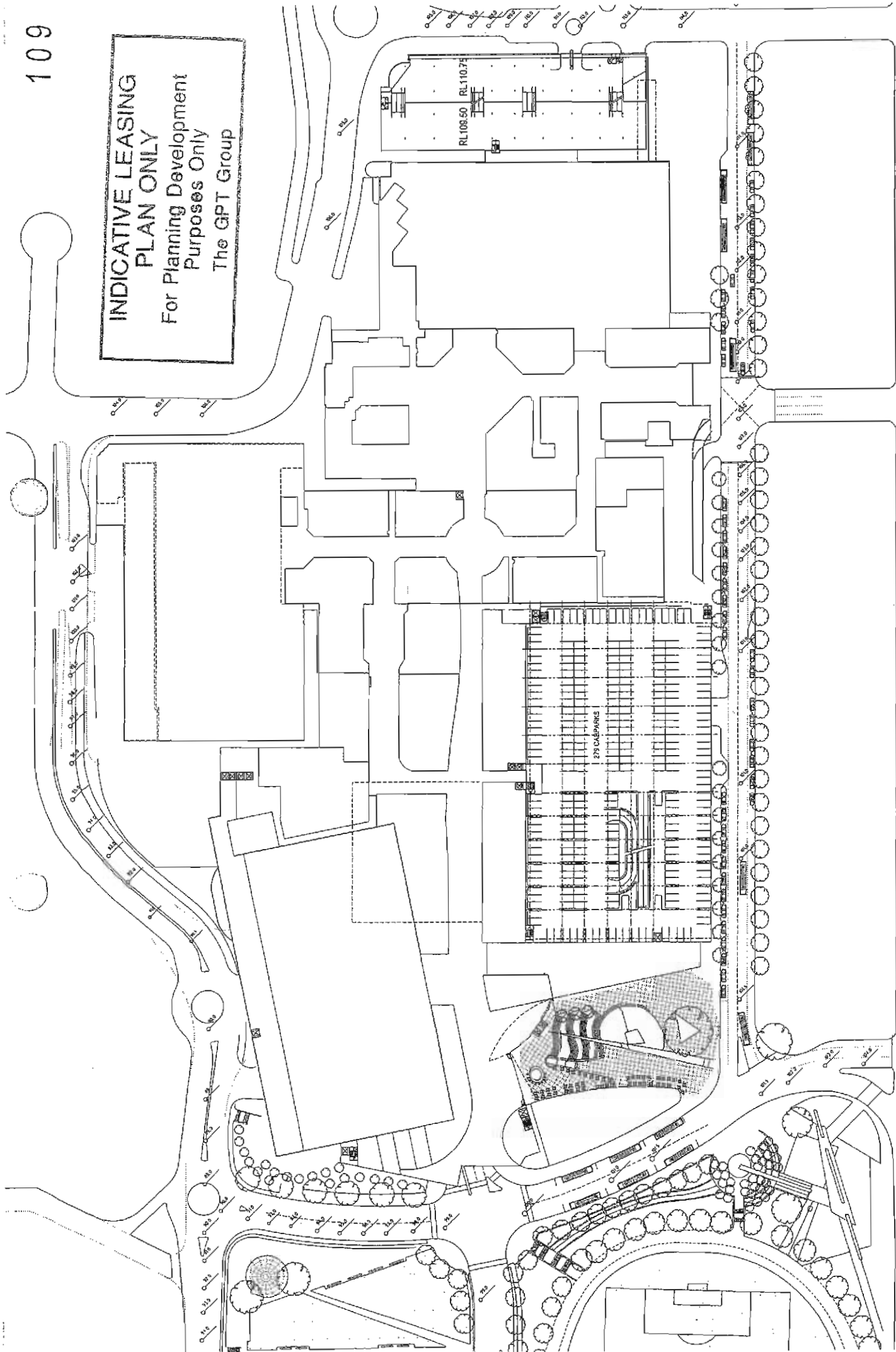








INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group



Charlestown Square Extension

Concept Plan Level 105

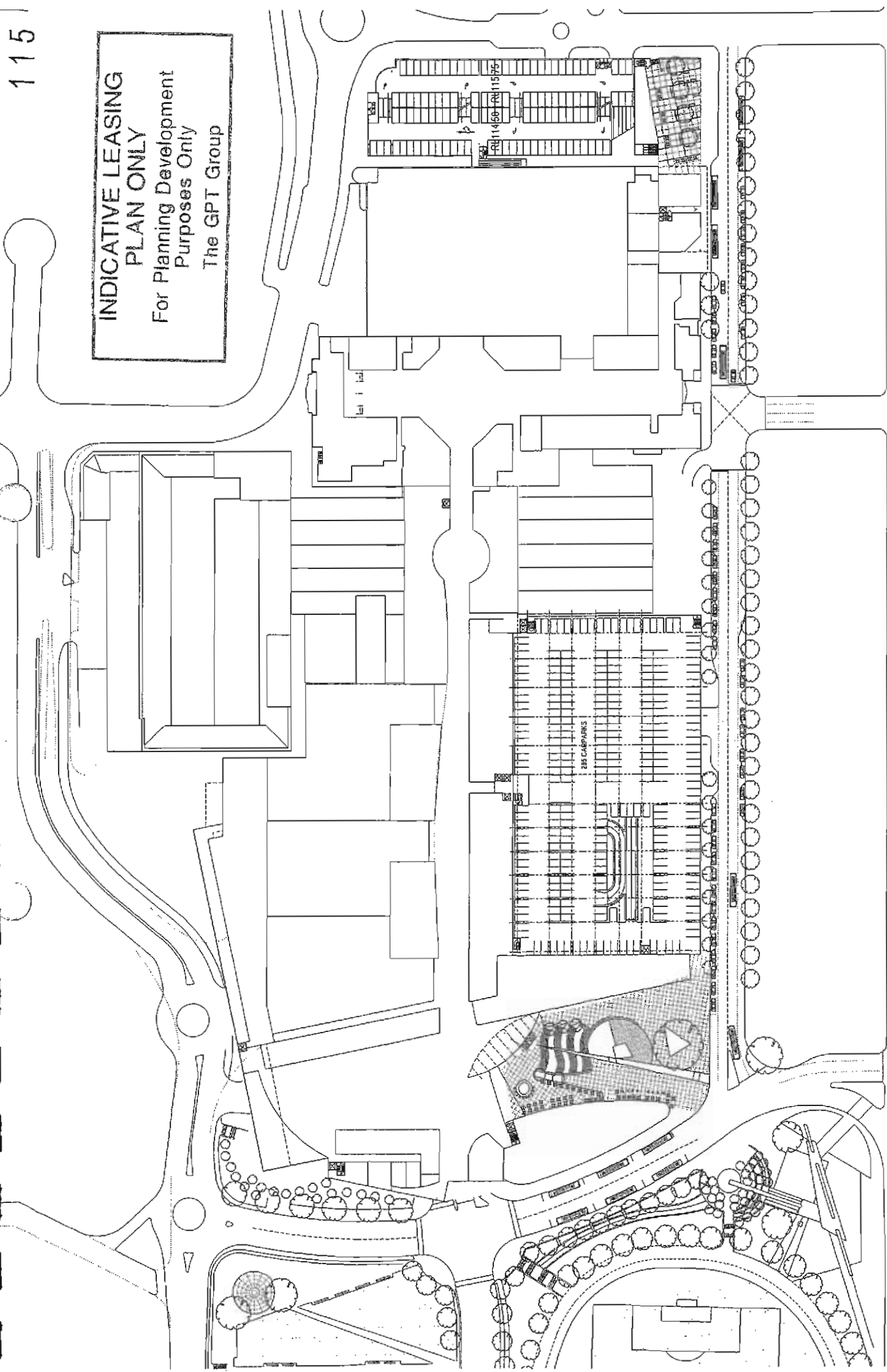
CP - 109 / P

Date: 14.07.06  
Scale: 1:500 (N 1)  
Author: 1.125.0 (N 1)

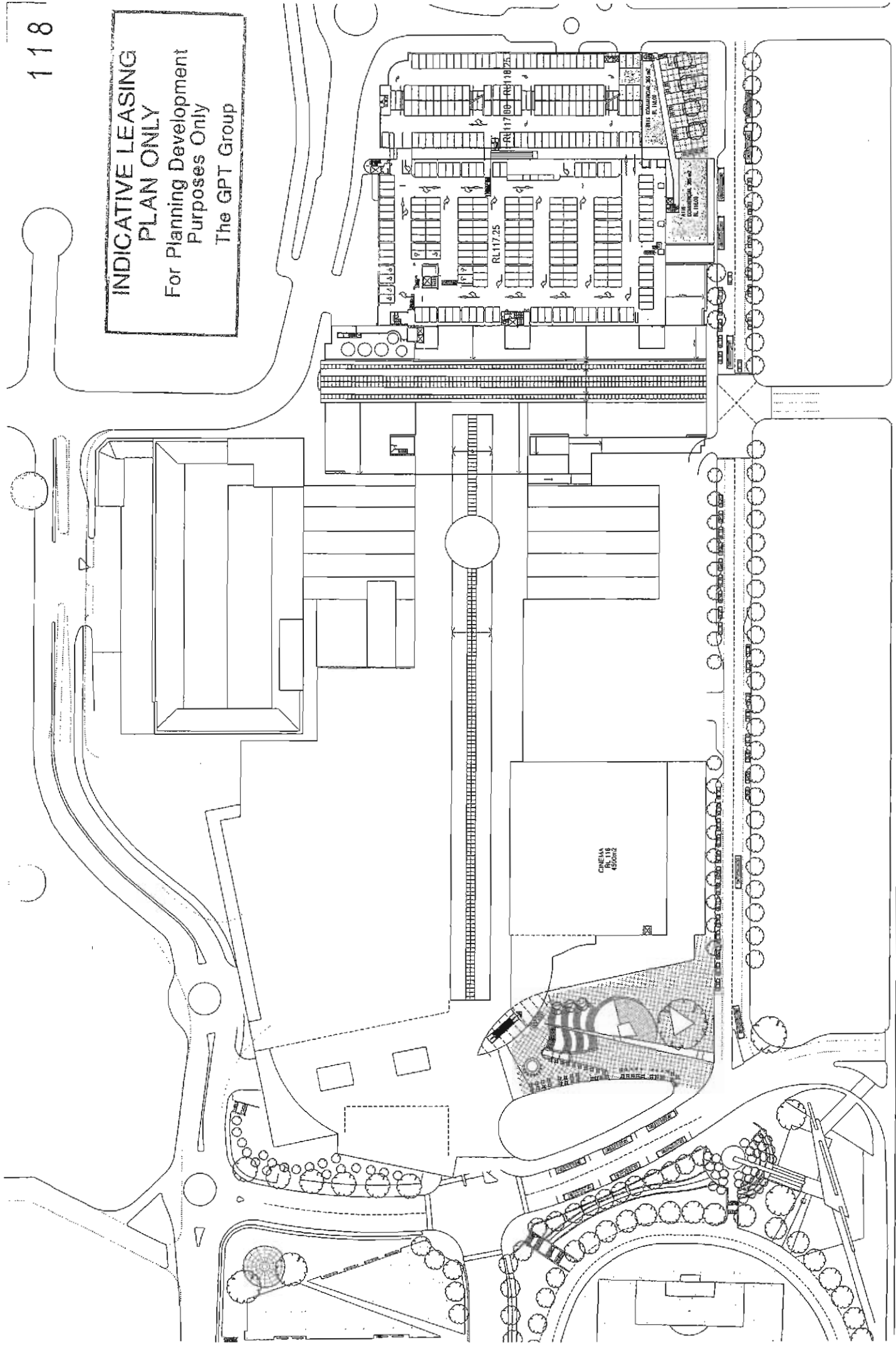
DARYL JACKSON ROBIN DYER PTY LTD



INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group



INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group



INDICATIVE LEASING  
PLAN ONLY  
For Planning Development  
Purposes Only  
The GPT Group

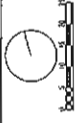
SMART STREET

CANDERRA STREET

CHAPMAN STREET

RIDLEY STREET

North Plaza - Level 122



CP - 122 / P  
Date: 14.07.06  
Scale: 1:100 @ A3  
Approved: 11.03.06

Charleslown Square Extension  
Concept Plan - Level 122

DARYL JACKSON ROBBINS PTY LTD



SHOWING PROPOSED BOUNDARIES  
CHARLESTOWN SQUARE & SURROUNDS  
CITY OF LAKE MACQUARIE

1:2000 @ A3



**RYGATE & COMPANY PTY. LIMITED**  
**P.W. RYGATE & WEST (EST. 1893)**

**CONSULTING SURVEYORS**  
81 YORK STREET, SYDNEY 2000

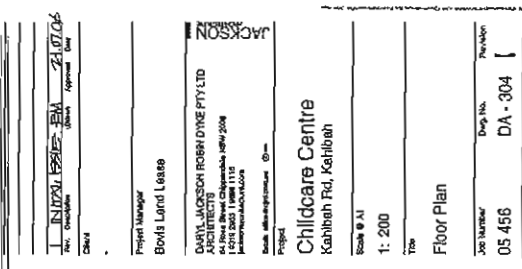
ACN 001 204897  
ABN 61 001 204897  
PHONE 9262 6800  
FAX 9262 6843  
REF: 72208-4  
DATE: 8-10-2006

NOTE: ALL DIMENSIONS & AREAS SUBJECT TO SURVEY

## Attachment 6

### New Occasional Child Care Centre Outline Brief and Concept Design

---





## COMMUNITY PLANNING – PROJECT DESIGN BRIEF

General Note: This brief is based on a template which is a controlled document prepared in accordance with relevant IMS module, and/or Departmental Service Agreements and the Community Planning Project Management Procedure. 'NOTES' in small print are prompts only regarding IMS responsibilities and Internal procedures for Community Planning. They do not take precedence over IMS, Service Agreements.

You are invited to carry out design works for the following project. Listed below are the project details: -

<b>To:</b> NOTE: Nominate the recipient of the brief (for LMC2 this must be the Department Manager)	
<b>Client:</b> The Client is the budget owner (Dept Manager) or person delegated by the Dept Manager to manage a budget	ROB OERLEMANS, Manager Community PLANNING Ext. No: 289/587
<b>Nominated Project Manager:</b> NOTE: Under the CP Project Management Procedure, the Project Manager shall be determined by the relevant Coordinator or Dept Manager. Also refer IMS Project Management Module 10 for definition & responsibilities	NAME OF STAFF MEMBER, Ext. No: 000
<b>Brief Prepared By:</b> NOTE: Under the CP Project Management Procedure, the brief shall ordinarily be prepared by the Project Manager, unless otherwise approved by the relevant Coordinator	COMMUNITY PLANNER (CHILDREN & COMMUNITY) - SUSAN JENKINS, Community Planning Department Ext. No: 373
<b>Brief Checked By:</b> NOTE: Under the CP Project Management Procedure, the brief shall be checked by the relevant Coordinator in CP, or the Manager CP, prior to forwarding	NAME OF STAFF MEMBER, POSITION TITLE, Ext. No: 000 Date:
<b>Department Manager's Approval:</b> NOTE: Under the CP Project Management Procedure, all new projects must be approved by the Manager, Community Planning	ROB OERLEMANS, MANAGER, COMMUNITY PLANNING Ext. No: 289/587 Date:
<b>Project Planning Risk Assessment:</b>	This brief shall act as a planning risk assessment

### Project Description

Project Description	Design of a 46 place Early Childhood Care and Education Children's Service
Ward	West
Suburb	Mount Hutton
Project Location	Lake Macquarie Fair Shopping Centre

### Site Description

Project Address	Cnr. of Violet Town Rd. and Wilsons Road Mt. Hutton		
DP, Section & Lots	Lot/s: 10		
	Section: DP:771128		
Owner	Centro		
Classification			
Zoning (2004 LEP)	3(2) Urban Centre (Support)		
POM Land Category (if community land)	The land is a Shopping Centre site and car park, the Care and Education Children's Service will be located on this site at the rear of the car park		
Acquisition/Resumption	Not Required	Boundary Pegged	No
Work on Private Land	No	Permit to Enter	Not Required
Survey	Survey Required		
Lease status	Council will hold the title and the Care and Education Children's Service will be leased from Council		

## Records Information

Current	F2004/08834	Former E/file No.	3/88/160/101
Former DO No.	00000	Related File No.s	

## Budget Information

Account No.:		Total Budget Allocation	
Task No.:			
Responsibility Ctr:			
Source/s of funds:	Sale of current service: Section 94 allocation:		

## Proposed Project Schedule

HOLD POINT	DATE	NOTES	PRIORITY
Date brief forwarded by CP			URGENT
Concept design/s required by:			URGENT
Design development required by			URGENT
Final design required by:			URGENT
DA lodgement required by:			URGENT
CC lodgement required by:			URGENT
Construction start date:			URGENT
Construction completion date:			URGENT

## Scope of Works – Design Stage

### General outcomes required of this brief.

NOTE: Ensure the suggested outputs are reviewed for suitability to this project.

### AIMS

To design an Early Childhood Care and Education Children's Service on a site of 850 square metres to accommodate 46 children aged from birth to five years. Consisting of 3 groups – (A) Birth to one year = ten children, (B) One to three years = sixteen children, (C) Three to five years = twenty children.

### DESIGN CRITERIA

#### OBJECTIVES

- To provide a building of 500 square metres that will allow 10.22 square metres of floor space per each of forty-six children.
- To provide an outdoor play space of 350 square metres that will allow seven square metres of unencumbered play space per each of forty-six children.
- To design a children's service, which will serve the needs of children, babies, care giving staff, clerical staff, kitchen staff, cleaning staff and parents. The design must provide adequate space for each of these groups, and take into account their needs in using and working in the service.
- The Children's service will be comprised of the following;

#### Public and Parent Areas:

entry and waiting area  
 foyer, sign in/sign out area  
 pram and stroller storage area  
 room available for parent and/or staff interviews

**Children's areas:**

3 x playrooms

rest and sleep areas for each playroom (including 3 cot rooms)

meals and refreshment areas

storage of children's belongings for each playroom

accessible storage of toys, supplies, and equipment for each playroom

toilet and wash room areas for each playroom

craft preparation bench, sink, and cupboards for each playroom

nappy change and hand washing areas, bottle preparation areas for birth to three years groups

**Outdoor areas**

playground, with substantial shade areas

sandpits

sheltered veranda areas

outdoor storage areas

access for delivery and emergency vehicles

soft fall areas for climbing equipment

**Staff areas:**

two offices, one for administration, and one for the director/coordinator, also used for private consultation between staff and parents

staff room, for staff respite, with sink and bench, power points and small fridge if possible

Adult toilet facilities – there are more than ten staff; you will need two adult toilets, one of which must have disabled access.

storage for linen, bulk equipment

Outdoor staff space, patio/ veranda (optional).

**Service areas:**

kitchen and trolley storage area

storage for hazardous chemicals/cleaning materials

laundry and cleaners cupboard (including sluice sink)

Service courtyard accessible for bins, nappy service etc.

clotheslines area and storage for garden tools

Adequate facilities for storage and collection of garbage are required.

**Parent and Public Areas****Entry waiting area**

The entry to a children's service must be:

**a. Designed to:**

\*indicate the way into the building in a manner welcoming to children

\*provide a covered area to protect users and the front door from rain

\*provide a doorway, for twin strollers and disabled access

\*be well lit

**b. Enclosed within a childproof fence.** If the front door is considered one of the required exits for egress in the case of an emergency, then the area within the fence must provide  $0.5\text{m}^2$  per person for the total number of staff and children in the

building.

### Foyer

The foyer of a children's service should have a welcoming atmosphere for children and be designed to provide:

- \* a sheltered transition area between outdoors and indoors
- \* sign in/sign out area for parents, which may be a shelf, desk, or table
- \* A large display area for information, notices, artwork, posters, etc. is required.
- \* An informal meeting place for parents.

The foyer could also be made large enough to accommodate the clerical assistant and their administration requirements, instead of having a separate office space.

### Children's Areas

#### Playroom floor space

Children's playrooms must comply with the unencumbered floor space requirements set down in DoCS Children's Services Regulations 2004.

- a. The indoor play areas of a service must also satisfy the Regulations that

*The premises of a centre-based children's service must have at least 3.25 square metres of unencumbered indoor play space per child that is exclusively for the use of children provided with education and care while in attendance at the service.*

*For the purpose of calculating unencumbered indoor play space, items such as any passage way or thoroughfare, door swing areas, kitchen, toilet or shower area, cot room and door swing areas, located in the building, or any other facility, such as cupboards, are to be excluded.*

#### Playroom features

Playrooms must be designed to provide appropriate and safe play areas for children. In this regard, the following design considerations must be addressed:

- a. To provide appropriate areas for the **various activities** that will take place, playrooms must:

- \* Provide the flexibility to be organised into distinct spaces for a variety of activities by use of alcoves or moveable shelving.
- \* Provide some privacy areas, which will allow small groups of children to be cosy, and still be supervised.
- \* Have carpeted floor areas for floor activities, and washable floor areas for wet activities.
- \* Have suitable areas for children to eat and drink.
- \* Have an area, which can be set up for children to sleep, arranged so that there is easy access to each child and that ease of exit is essential.
- \* have shelving for toys and books, which is accessible to children, including, having open shelving capable of accommodating plastic storage crates;
- \* Provide for a TV socket and fire alarm.
- \* Have soft areas where a child can relax after active play.
- \* vary in texture, lighting, and colour; and
- \* Allow children to see out (eg by having some windowsills at 500mm above the floor).

- b. For the **safety** of children and their adequate supervision by staff,

## playrooms must:

- \*Place any ceiling fans high enough, so that lifting a child in the air is not dangerous.
- \*Have heaters and switches located out of a child's reach.
- \*provide clear safety glass panelling (extending from 750 mm above the floor) on doors and windows and observation frames in interior walls to allow visual supervision from the playroom and other parts of the building and outdoor space used by the children (refer also Clauses 3.6.7a and 3.6.7b);
- \*Provide at least three twin power points located out of the reach of children.
- \*Provide a medication cabinet with a childproof catch, located above child reach (1200mm).
- \*Ensure that there is no step or trip point, such as a sliding door track, between the playroom and outdoor area or washroom.

c. The **location** of the playrooms in relation to other spaces should:

- \*Have direct access to child toilet areas without passing through other rooms except locker rooms.
- \*Have direct access to active play areas, which should be outdoors, except in the case of some above ground centres.
- \*Ensure that there are clear pathways between functional areas, which do not cross playrooms.

**Storage in playrooms**

Playrooms must have adequate storage areas for toys, equipment, and materials. In this regard:

- a. shelving should be of varying depth (eg 400, 600 & 800 mm)
- b. There must be sufficient space for ventilated storage of beds, mattresses, or stretchers, and storage of sheets and blankets for each child. These storage areas shall be immediately accessible for staff.

**Storage of children's belongings**

- a. For each child there should be sufficient storage space for their bag.
- b. Storage of babies' belongings should be proximate to the nappy change area.

**Children's washroom**

The service must have a washroom with adequate, safe, and hygienic toilet, washing and bathing facilities for the children. In this regard:

- a. toilet and washroom facilities should be accessible to and visible from each playroom and outside play area.
- b. the washroom must have adequate natural and mechanical ventilation in accordance with Part F4 of the *Building Code of Australia*.
- c. hot water that is connected to any basin, bath or shower used by children at the service must be thermostatically controlled, regulated to between 35°C and 40°C (refer also to Clause 3.6.5);
- d. the floor must be washable, non-slip, and graded towards a floor waste drain.
- e. walls should be washable to one metre.
- f. there should be a cupboard or shelving for storage of washroom supplies (eg. toilet rolls, soap, hand towels, plastic gloves for staff)

- located above the level of children's reach in each washroom;
- g. there should be adequate space for a garbage bin.
- h. one bath or shower bath must be provided in accordance with F2.3 of the Building Code of Australia; and
- i. a bench baby bath must be provided. Adult hand washing facilities, sluice, or contaminated waste disposal unit must also be provided.

**Toilets**

There must be adequate number, appropriate size, and hygienic toilet facilities for children. In this regard:

- a. there must be at least one toilet for every eight children over two years of age and at least one toilet for children with disabilities.
- b. the children's toilets shall be of an appropriate height for the age of the children. The seat opening should have a maximum length of 210mm and maximum width of 205 mm approximately.
- c. there should be a toilet paper holder for each toilet, approximately located for children's use.
- d. separate closets are not required. If partitions or doors are provided, it is not necessary for a closet to be any wider than 675mm, or for the door to have a fastening on the inside, nor the partitions and doors to be higher than 1500mm.
- e. there should be a **potty area** for toddlers with at least one small child size toilet, and space for one potty for every five children under 3 years of age, best placed in the nappy change area.

**Hand basins**

There must be adequate hand washing facilities suitable for the children. In this regard:

- a. child size hand basins or water trough should be mounted at between 570 mm apart and 600mm high.
- b. there should be one basin for every eight children, or where troughs are used, one tap for each eight children spaced not less than 400mm apart,
- c. at least one tap should be accessible and suitable for children with a disability.
- d. liquid soap dispensers over basins/trough are recommended.
- e. mirrors of safety glass standard should be located at child height above each hand basin or water trough.

**Requirements for Babies Under 2 Years**

Babies under 2 years of age have special needs, which must be addressed in the design of those catering for this age group.

**Playroom**

Babies under two years of age must have a separate room for their play activities so they are distanced from older children for safety. In this regard:

- a. in accordance with the *NSW Children's Services Regulation*, there must be at least 3.25 square metres of unencumbered indoor floor space for each child under the age of 2 years.
- b. there should be carpeted and hard cushioned floor surfaces suitable for babies crawling.
- c. the playroom should have immediate access to the nappy change

area and the baby sleep room.

### **Sleep Room**

The service must have a suitable sleep room for babies, separate from the playroom with an individual cot for each baby. This sleep area must have natural light. In this regard:

- a. at least 760mm must be between cots. This is so there will be an access area to children in the cots. It will also reduce the spread of airborne infections.
- b. the cot room should be sufficiently quiet to allow babies to sleep, but provision must be made to ensure that staff are able to hear babies awakening (eg an intercom). (Soundproof external walls if the surrounding area is noisy)
- c. there should be viewing windows into all the cot rooms.
- d. fly screens should be provided on the outside windows;
- e. the sleep room must be well ventilated even when curtains are drawn. A safety located ceiling fan or, if necessary air conditioning, should be provided; and
- f. lighting should be soft and with adjustable dimmer switch.
- g. the room itself must not hold more than five cots and doorways must be wide enough to move a cot through in case of fire.

### **Bottle preparation area**

The service will have a suitable bottle preparation area. In this regard:

- a. the bottle preparation and sterilisation area should be in a separate enclosed area, which is not accessible to children but has vision into the main area.
- b. there should be running water, bench space, storage space, and a power point.
- c. the bottle preparation area must be separate from the nappy changing area.
- d. the area must be constructed from water impervious material.
- e. there must be space for refrigeration facilities for infant formula, milk, and food.
- f. there must be space for a board for notes on special diets etc.

### **Nappy change area**

The service must have a suitable nappy change area adjacent to the cot room. In this regard:

- a. There should be;
  - \*good vision from this area to the playroom, so staff can see other children while changing nappies and also staff can be seen by other staff;
  - \*space for a garbage bin for paper waste and disposal nappies, a sluice, or contaminated waste disposal;
  - \*adequate natural ventilation or approved mechanical exhaust ventilation system;
  - \*smooth, impervious, and easily cleaned floor covering and bench covering.
- b. The facilities of the nappy change area should include:
  - \*a change bench for every 10 children less than 3 years of age, at least 850mm deep and with an impervious washable surface and fitted to the wall, not portable.
  - \*a baby bath ideally inset into the bench, or a shower bath, with flexible spray hose and temperature-regulated water taps, located adjacent to the nappy change bench.

- \*generous shelves with smooth impervious surfaces, designed to be within reach for staff and adequate to store clean nappies, nappy change solution, soap, towels, and disposable gloves;
- \*sanitary facilities for the storage of soiled nappies pending their laundering or disposal;
- \*an adequate facility for rinsing infant's soiled clothing;
- \*a hand washing basin with elbow/wrist operated taps and sanitary hand drying facilities, for use by members of staff in the immediate vicinity of the nappy changing tables;
- \*a sluice or flushing sink with flexible hose and spray for rinsing nappies or a container if they are disposable nappies.

#### **Babies covered outdoor area**

There should be a safe, flat, soft, shaded outdoor area so that babies are not restricted to indoor activities. Details of how this is to be provided should be submitted with the Development Application.

#### **Outdoor Space**

##### **General Requirements**

The centre must have sufficient, adequate, safe outdoor spaces and facilities for supervised developmental play by children. In this regard:

- a. there should be at least 10m square metres and there must be not less than 7m square metres of useable play space per child;
- b. for sunlight, the outdoor space should be located north or north-east and not south of the building;
- c. all areas of the playgrounds must be able to be supervised at all times. Screening vegetation within the playground should relate directly to the main indoor play areas and have immediate access to toilets;
- d. the site must have adequate drainage to ensure water retention is avoided; and
- e. there must be water taps for water play, drinking, hand washing, and garden watering. These should be attached to a post or wall or placed at 1.4 metres height to avoid spearing injuries, and be located over a suitably drained area.

##### **Shade**

The centre must provide sufficient shade to ensure that the children in care are not exposed to the sun. In this regard:

- a. the play area should receive some natural sunlight during a part of the day. This should not be at the peak sunlight period around midday. Sunlight periods between 9-11am and 3-5pm are preferable in any active outdoor play area;
- b. protective summer shade should be provided to at least 50% of the area set aside for open boisterous play. Shade may be created by use of vegetation, structures or by play equipment itself. Shade cover may be necessary to provide protection from direct and reflected sunlight and glare;
- c. all fixed play equipment should at least be partially located in protective shade; and
- d. outdoor teaching and eating areas should have year-round protective shade to maximise use.

Details of how these design criteria are to be achieved must be submitted



with the Development Application.

### Verandas

There should be covered veranda areas, preferably along the side of the building facing the playground, so that sheltered outdoor activities are possible. In this regard, the covered veranda should be at least 4200mm deep to allow shelter from rain and to be useable by a group.

### Playgrounds

Playgrounds must be thoughtfully planned and equipped to maximise the opportunities for creating the best possible environment for safe child development. General design details need to be submitted with the Development Application indicating how the following issues are to be addressed:

- a. playground planning should take advantage of existing vegetation and any natural features to ensure topographical variation and a sense of a natural environment rather than an artificial one. However, there must be no toxic, prickly or unsafe plants, including plants with seed pods that may cause choking if swallowed;
- b. a playground should create a stimulating and restful natural environment for children by including elements such as a digging patch, vegetable and flower gardens, fragrant and nectar bushes or vines, mounded areas, windbreaks, private areas of children's height capable of supervision, a spinney of trees, a bike path and so forth;
- c. there should be a variety of **surfaces** such as grass, sand, hard paving, and mounding. The heat absorption qualities and texture of surface materials must be suitable, and must not become too hot for small children (45°C). Bitumen must not be used for the hard surface area as it becomes too hot in summer;
- d. borders and edges must be carefully designed so that they are flush or have an obvious step (at least 100mm). Hard and narrow, protruding or sharp edges must be avoided as these can cause tripping or more severe injury in the event of a fall;
- e. the site must have space and design for the following equipment and facilities;
  - \*an open flat area for running, active play and mobile equipment, avoid fixed play equipment
  - \*some paved surfaces for wheeled toys i.e. bikes
  - \*a large sand pit
  - \*grassed areas
  - \*quiet play areas
  - \*play equipment with suitable impact absorbing material beneath. We do not recommend swings.
  - \*flat soft area for babies
  - \*well-drained water play areas
  - \*security lighting
  - \*secure fencing (do not construct fences with chain wire as it can be scaled by children of all ages).

### Sandpit

The centre must have an adequate sandpit for the number of children it will cater for. The sandpit should:

- a. be sited in a quiet but easily accessible area out of main traffic

pathways;

- b. be of sufficient size (at least  $\frac{1}{2}$  m<sup>2</sup> per child, and no smaller than 12m<sup>2</sup>) and deep enough to allow deep digging (600mm);
- c. be provided with adequate drainage, complying with a detailed construction diagram approved by Council;
- d. have a permanent shade cover;
- e. have edges which are not sharp and which allow sand to be easily swept back in;
- f. have a cover to prevent use by animals and to protect it from debris.

### Outdoor play equipment

The equipment in the playground shall not constitute a hazard to children. In this regard:

- a. The following features are to be avoided in playground equipment:
  - \*the likelihood that a child can be trapped, pinched or crushed in the equipment or struck by it
  - \*sharp or rough edges and projections or rust
  - \*inadequate maintenance
  - \*location making adequate supervision impossible
  - \*if a child can fall from it

Avoid fixed climbing equipment!
- b. Underneath play structures, there must be soft-fall surfaces, which extend at least two metres beyond the perimeter of the equipment. Such surfaces must be maintained and now allowed to become compressed or dispersed; Refer to AS/NZS 4422:1996.
- c. All outdoor equipment must comply with the current Australian Standards notably:
  - \*AS 1924 *Playground Equipment for Parks, Schools and Domestic Use, Part 1, General Requirements and Part 2 Design Construction – Safety Aspects.*
  - \*AS 2155 *Playgrounds – Guide to sitting and to installation and maintenance of equipment*

### Storage sheds

The outdoor area must have adequate and appropriately located storage sheds. In this regard:

- a. sufficient storage is required for bikes, push toys, climbing equipment (ladder frames and long planks), water trough and water play equipment and toys:
- b. the play equipment storage sheds should be lockable but accessible to children when unlocked. They must not be located so that supervision of children is difficult.
- c. provision should be made for a **garden shed** if it is needed to store items such as wheelbarrow, garden tools, lawn mower, ladders, fertilisers, garden chemicals, paint, solvents, and glues, etc. The garden shed must be lockable with a childproof locking device. The garden shed may be located in the services court if it also provides wheeled access to the playground.

### Fencing and gates

The grounds of the centre must be securely fenced to prevent passage by children. In this regard:

- a. outdoor play spaces must be fenced on all sides with fences at least 1200mm high. The design of the fence should be such as to prevent children from scaling or crawling under it, and safe from other dangers such as dogs;
- b. all **gates** leading to or from play areas shall be at least 1200mm high and be equipped with a child proof, self locking mechanism;
- c. no play equipment or other obstruction may be located so close to a fence that the effective height of the fence is lowered by it. Similarly no tree or other obstruction may overhang a fence in such a way as to allow a child access over the fence;
- d. there must be double gates to the playground area, which provide access for delivery and emergency vehicles and trucks. These gates must be secured with adequate childproof locks;

#### **Staff Areas**

Separate adult toilet facilities for staff and visitors must be provided in accordance with Part F2 of BCA (toilets & access). Disability access must be provided and if there are, more than ten staff two toilets will be necessary.

#### **Office**

The office for a Children's Service must have adequate space and fittings for staff office activities. In this regard:

- a. two office areas must be provided for administration and the director/coordinator. The areas should have a minimum floor space of 10m<sup>2</sup> per person each for the director and clerical staff;
- b. the office should have adequate provision for:
  - \*desks for director and clerical worker;
  - \*storage for files, records, books;
  - \*a first aid cabinet and lockable medication cabinet if not provided in each playroom.The director/coordinator will need easy chairs for interviewing staff or parents
- c. Both areas should have a view to the entry and the centre generally, using one-way safety glass panels for privacy.

#### **Kitchen**

The Children's Service must be provided with a safe and appropriate kitchen for preparation and cooking of food, washing up and cleaning. It must be able to be isolated from the playroom and/or traffic area to ensure children are unable to enter the kitchen without supervision.

Where meals are to be provided for the children in care the kitchen must:

- a. provide 10m square metres of floor space per kitchen staff person;
- b. have the following **facilities**:
  - \*a four-plate stove capable of accommodating large pots
  - \*hot water and cold water
  - \*a refrigerator and freezer
  - \*adequate provision for refrigerated storage of children's medication in a lockable child safe container
  - \*a double bowl kitchen sink

- \*a separate hand basin for staff hand washing
- \*paper towel dispenser
- \*commercial standard dishwasher with the water regulated to at least 77°C, located so that staff do not have to bend to use it
- \*generous vermin proof storage space for kitchen appliances, cups and crockery, cutlery, utensils, larger than domestic saucepans, dishes and bowls, which should be adequate to feed the number of children attending the centre
- \*adequate bench space for serving up lunches
- \*storage space for trolleys used for transporting food and drinks around the centre
- \*a childproof overhead cupboard for storing detergents and cleaning products
- \*a pin board or whiteboard for children's special diets
- \*hygienic rubbish disposal, such as a bench chute
- \*walk in pantry with adequate shelving to store bulk supplies of non-perishables.

c. The **floor** must be of washable, impervious material, and where required graded to a floor waste drain. If floor waste drain is required, it should be linked to an external grease trap. It must be possible to clean under all fittings, by mounting cupboards off the floor, and having machinery on wheels or mounted on cement plinths or on legs 150mm in height.

d. A fire blanket must be provided and be easily accessible.

#### Laundry

The service must have a laundry suitably equipped for washing and designed with regard to its fire and chemical hazards. In this regard:

a. the **facilities** in the laundry must include:

- \*hot and cold water
- \*commercial standard or heavy-duty washing machine and dryer, with the dryer vented outside and where no nuisance will be created
- \*stainless steel laundry tub linked to washing machine
- \*a bench for folding
- \*storage cupboard for washing powder, bleach, cleaner's chemicals, etc. with childproof lock
- \*sanitary facilities for the storage of soiled clothes, linen, and nappies prior to laundering
- \*slop hopper or sluice for dirty nappies (if not provided in nappy change area)
- \*cleaner's sink at a suitable height for filling buckets
- \*impervious non-slip floor sloped to floor waste drain for overflows
- \*ease of access to clothes drying line and service court.

b. The laundry should be separated from the remainder of the building by 13mm fire-rated plasterboard. It should have a solid core door with self-closing devices designed to keep the door usually closed.

c. The cleaner's cupboard may be within the laundry. Any such cupboard or walk-in closet wherever located should have space for brooms, vacuum cleaner, buckets, mops, cleaner's chemicals and supplies, be lockable and have a childproof latch.

d. There should be a clean linen storage cupboard for nappies, plastic

pants, towels, spare clothes, sheets, and blankets outside the laundry or toilet washroom in a location convenient to playrooms and nappy change area. Such storage for linen must be fire protected by being constructed of 13mm fire-rated plasterboard.

#### Disabled access

The building must provide access for people with disabilities by a continuous path of travel to and within every room used by children and staff. In this regard:

- a. Access should be in accordance AS 1428.1 *Design for Access and Mobility*, and in all respects comply with Part D of the Building Code of Australia.
- b. Design must take into account AS 1428 regarding dimensions, surfaces, finishes, controls, signals and warnings, lighting and signs, and anthropometric and mobility aids.

#### Security

The Children's Service must be secure from intruders for security and safety of children. In this regard, provision should be made for:

- \*Security lighting and alarms
- \*Secure doors, window locks, window and door grills may be required dependant on the area.
- \*Adequate fencing.

#### Climate control, lighting and ventilation

Children's Service must comply with Sections F4 of the Building Code of Australia.

- a. Ventilation must be adequate in accordance with the BCA and AS 1668 *The use of mechanical ventilation and air conditioning in buildings*.
- b. Where possible there should be adequate **natural ventilation**, particularly to the playrooms, babies' area, cot room, nappy change area, laundry, and kitchen. Natural lighting is now required in all cot rooms.
- c. Heating systems should allow rooms to be heated independently for after hours use, particularly meeting and staff room.
- d. Where there is air conditioning, the nappy change and storage areas must be exhaust vented and maintained at a negative pressure with no return air to prevent contamination of other areas. If the nappy change area is not in a separate compartment, the provision of ventilation by a localised exhaust system to capture obnoxious odours is required. The minimum exhaust flow rate should be 15l/s per m<sup>2</sup> of floor area in accordance with AS 1668 *The use of mechanical ventilation and air conditioning in buildings*.
- e. High efficiency filters should be provided to minimise the effects of air pollutants particularly if the centre is located on a busy road. As a minimum, air filtration shall be in accordance with the NSW Department of Health, Code of Practice for the control of Legionnaires disease.

#### Electrical

Electrical fittings and installation should be safe for children. In this regard:

- a. Electrical outlets must be of a suitable approved safety type and located above 1500mm or covered with protective caps.
- b. Electrical installations shall conform to the requirements of the current SAA Wiring Code, or the WIRING Rules of the Local Supply Authority, and the provisions of the BCA.
- c. An approved electric earth leakage switch must be installed in the building.

**Water temperature**

Water accessible by children shall not be hot enough to cause scalding. Thermostatic mixing valves should be mounted at least 1500mm above the floor and regulated between 35° and 40°C.

**Floorings**

Floor coverings must be safe and suitable for children's activities and centre functions. In this regard:

- a. Floor coverings must comply with indicis as set out in C1.10 of the BCA.
- b. Floor coverings should be attached to the floor, backed, or finished with non-slip materials.
- c. Floor coverings should be assessed in relation to their ability to be kept clean and hygienic.

**Windows and glass**

Windows and other glass areas should be safe for children while allowing visual supervision. In this regard:

- a. Every window or other opening from which a young child could fall further than 600mm shall not open more than 100mm, except where there are permanent bars spaced at no greater than 100mm fixed to the window.
- b. Any glassed area accessible to children must be safety glass or effectively guarded by barriers, which prevent a child striking or falling against the glass.
- c. The quality and installation of the glass must comply with the Building Code of Australia, AS 2208 *Safety Glazing Material* and AS 1288 *Installation Code*.

**Doors**

In children's areas, doors should not be heavy; external doors should be able to be secured in an open position.

- a. Sliding doors should be top hung or with base track recessed to be level with the surrounding floor so as not to create a trip point for children.
- b. Sliding doors should comply with the BCA. For safety, these doors should be the final egress door.
- c. To facilitate supervision from the playrooms of the outdoor areas and the toilet area and to enable people entering to see if a child is there before opening it, there should be glass panels from 900mm to 1500mm high on connecting doors.
- d. All doors and windows must have fly screens.

**Balustrades and balconies**

Balconies and balustrades should be safe for children.

- a. Exterior decking and balconies over 60mm above the exterior ground level should be protected by a handrail and balustrade at least 1000mm high, designed to prevent climbing while still enabling a child to see through;
- b. Where children could fall more than three metres, balustrades on stairs should not be less than 1050mm, and on balconies and landings a minimum of 1200mm and preferably 1350mm. An additional handrail should be provided on stair flights 865mm above the line of the nosing. (*Child Accident Prevention Foundation of Australia, Kid safe - A Safer Home for Children, May, 1992*);
- c. Any side of a stairway, ramp, corridor, hallway or extended balcony which is not abutting a wall shall be enclosed to prevent a child falling through;
- d. Balustrades should not have horizontal footholds, and the gaps between vertical rails and below the balustrades must not exceed 100mm;
- e. Veranda posts should not be located near exit doors;
- f. There must be no sharp corners and edges in joinery detailing, columns or posts.

**FIRE SAFETY**

Children's services must comply with the Building Code of Australia Part C, notably Part C1 Fire Resistance and Stability, Part C2 Protection of Openings, with the level of provision to give protection equal to that required for a Class 9b building.

NSW Fire Brigades officers are available to assist with the assessment of children's services if required.

**Fire Resistance and Stability****General design and furnishing**

The building must be designed and constructed so that the following objectives are fulfilled:

- \*The building is protected from fire from another building,
- \*Materials used in the construction must be such that if there is a fire in the building the spread of fire and the generation of smoke and toxic gases will be minimised,
- \*Stability will be maintained for a period at least sufficient for the occupants to escape and to ensure the safety of fire fighters.

**Heaters**

Heating equipment must present no fire or burn risk to the children. In this regard:

- a. Space heating equipment shall not include open fires, kerosene heaters or any exposed flame or exposed floor element heaters;
- b. All wall mounted electric element space heaters shall be permanently fixed to a height of not less than two metres above floor level at its lowest point;
- c. Every heating unit shall be installed so that it does not create a hazard by radiation to or by direct contact with furniture, furnishings, clothing, interior finishing's, or other combustible materials.

Installation shall conform to the relevant Australian Standards;

- d. All floor-mounted heaters shall be permanently fixed and of neither a portable type nor have flexible leads. Safety guards must be installed as to prevent children coming into contact with the heater element, and as a deterrent to placing combustibles on top of the heater;
- e. Heating equipment of the enclosed type such as heat banks, sheet heaters and column heaters of an approved type are acceptable in Children's Service care centres.

#### **Compartmentation and separation**

Building compartment size and separating construction must be such that the potential size of a fire and the spread of fire and smoke are limited, in order to:

\*protect the occupants of one part of a building from the effects of fire elsewhere in the building.

\*control the spread of fire to adjoining buildings.

\*facilitate access to the buildings by fire personnel.

#### **Provision for escape**

There must be adequate means of escape in the case of fire or other emergency from all parts of the building to a place of safety. In this regard, means of egress should generally comply with the Provisions or Part D *Building Code of Australia*, as applicable to Class 9(b) buildings.

#### **Emergency lighting, exit signs**

Emergency lighting and exit signs must be provided in accordance with Part E4 of the BCA where necessary to facilitate safe egress in an emergency if normal lighting fails.

#### **Doors**

The construction of Exits shall be in accordance with Part D2 of the Building Code of Australia. In general, the following rules apply:

- a. Any doors serving as a required exit or forming part of a required exit or egress path shall be readily operable at all times without a key and by a single hand action from the side that would face any person seeking egress from the building. A latch or other fastening device shall be located between 900mm and 1200mm above the floor; and
- b. A sliding door, where permitted, shall be suitably protected so that no obstruction can occur which would delay or prevent its normal functioning. Such door shall be suitably marked so that it is obvious that the door slides open in a particular direction.

#### **Stairs, handrails, ramps**

Ramps shall meet the requirements of Clause 2.7.9 of these Guidelines and additionally comply with the following:

\*the gradient shall not exceed one in fourteen (1:14).

\*surfaces are to be non-slip.

\*provision of landings at intervals not exceeding nine metres of ramp length, at each change of direction.

#### **Exits**

There must be adequate means of escape in the case of fire or other emergency from all parts of the building to a place of safety, as mentioned these must be marked with exit signs.

#### **Exit travel distances**



The provision for escape and the construction of exists shall be in accordance with Parts D1 and D2 of the *Building Code of Australia*.

#### **Fire fighting equipment**

Provision of adequate inbuilt and external fire protection services is required to restrict fire to the compartment of origin to:

\*facilitate the fighting of fire to minimise damage to the building and its contents

\*prevent fire spread to adjoining buildings or allotments.

#### **Portable fire extinguishers**

a. Portable fire extinguishers shall comply with Part E1.6 of the *Building Code of Australia*.

b. Portable fire extinguishers containing an extinguishing agent suitable for the risk of fire must be installed and in accordance with AS 2444 except that water type extinguishers are not required in a building containing a hose reel.

c. Portable fire extinguishers shall be installed and maintained in accordance with AS2444 and AS 1851.1

d. Extinguishers are to be mounted with the top about 1.2 metres from the floor. Carbon dioxide extinguishers may be lower, but the base must not be less than 100mm from the floor.

e. At least one portable water extinguisher is to be installed on wall bracket adjoining exit door, or kitchen egress door if a kitchen is provided.

f. All fire extinguishers should be serviced annually and date of service indicated on the extinguisher's tag.

g. Halogen hydro carbon or vaporising liquid types of fire extinguishers (eg BCF) shall not be installed in children's services.

#### **Fire protection and warning systems**

Every children's service on ground level shall have installed an early warning smoke detector system.

#### **Mechanical ventilation and smoke control**

Children's services must comply with *Part E2 of the BCA* in regard to smoke control, natural smoke venting, means of excluding smoke from fire isolated exists and air handling systems.

#### **Maintenance**

Emergency services, installations, and components critical to the safety of the building or occupants must be adequately maintained in such condition that will enable their proper performance, in accordance with part *E5 of the BCA*.

#### **References**

##### **NSW Department of Community Services**

The Regulations and following publications are available for sale from the NSW Government Information Service on telephone no. 1800 463 955

\*The Children's Services Regulations 2004

\*The Licensing Process for Establishing a New Centre Based Child Care Service in NSW, Booklet 1

\*Furniture and Play Equipment. Checklist for a Child Care Centre in NSW. Booklet 2.

\*Design and Planning. Checklist for a new Child Care Centre in NSW. Booklet 3

\*Authorised Supervisors' Policy and Procedures for Child Care in NSW. Licensees' Handbook for the appointment of Authorised/Temporary

	<p>Authorised Supervisors.</p> <ul style="list-style-type: none"> <li>* Best Practice Guidelines in Early Childhood Physical Environments</li> <li>* Voluntary Code of Practice for Out of School Hours Services in NSW</li> </ul> <p><b>National Standards</b></p> <p><i>Standards for Centre Based Long Day Care</i> July 1993</p> <p>Sets out agreed National Standards on facilities – space requirements, laundries, food preparation, toilets, and hand basins, nappy change, sleeping storage and administrative areas.</p> <p><b>Australian Early Childhood Association</b></p> <p>M Fowler and M McDougall, <i>Cost Effective Child Caring Places and Spaces</i>, AECA 1990. Provides detailed information on efficient and cost effective way to design child care centres to meet the developmental needs of children and provide a good working environment for staff.</p> <p>P Walsh, <i>Early Childhood Playgrounds – Planning an Outside Learning Environment</i>, AECA 1991</p> <p>Provides a systematic guide for designers of outdoor play areas in site assessment, planning, building, and equipping new and existing playgrounds to make them challenging, exciting, and stimulating environments for children's development.</p> <p><b>Child Accident Prevention Foundation of Australia</b></p> <p><i>Playground Equipment Manual – Simple Suitable, Safe Solutions</i>, Carolyn Astir, 1987</p> <p>A basis manual for playground equipment safety, and a list of species of toxic plants.</p> <p>Note: Lists of toxic plants can be also obtained from Poisons Information centres run by the Department of Health.</p> <p><b>NSW Fire Brigades</b></p> <p><i>Child Care Centre Fire Safety Manual</i>, NSW Fire Brigades Public Education Section, Child Safety Unit 1992</p> <p><b>Workcover Authority &amp; NSW Department of Community Services</b></p> <p><i>Work Cover child care information</i>, January 1993.</p> <p>Provides important information about good working conditions and healthy work practices for staff. Information about occupational health and safety issues for child carers, and details about rehabilitation and workers compensation.</p> <p><b>Building Code of Australia</b></p> <p>Provides specific and detailed information regarding the minimum statutory requirements for building construction and design incorporating the relevant Australian Standards and the method of assessment against the standards identified.</p>
<p><b>Design outputs – Concept Design Stage</b></p> <p>NOTE: Ensure the suggested outputs are reviewed for suitability to this project.</p>	<p>Design Outputs (as per the IMS Design Module &amp; Departmental Service Agreement):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Review brief &amp; provide response to project manager re. proposed design scope and schedule;</li> <li><input type="checkbox"/> Carry out site investigation;</li> <li><input type="checkbox"/> Prepare a site analysis plan to identify issues, constraints &amp; opportunities;</li> </ul>

	<input type="checkbox"/> Carry our preliminary community consultation and minute to file; <input type="checkbox"/> Carry out internal consultation with relevant officers, as necessary to address design issues, and minuted to file; <input type="checkbox"/> Consideration of risks identified through the design process (environmental, cost-benefit, safety); <input type="checkbox"/> Consider all relevant legislation/codes/standards; <input type="checkbox"/> Present the outputs at a meeting arranged with the Project Manager; <input type="checkbox"/> HOLD POINT - obtain approval of the Project Manager before proceeding to the next stage.
<b>Design outputs - Design Development Stage</b> <small>NOTE: Ensure the suggested outputs are reviewed for suitability to this project.</small>	<b>Design Outputs (as per the IMS Design Module &amp; Departmental Service Agreement):</b> <input type="checkbox"/> Carry our preliminary community consultation and minute to file; <input type="checkbox"/> Revise concepts, to reflect comments; <input type="checkbox"/> Carry out preliminary construction investigation; <input type="checkbox"/> Consider relevant legislation/codes/standards; <input type="checkbox"/> Draft Design Risk Assessment (refer appendix); <input type="checkbox"/> Prepare preliminary construction documentation; <input type="checkbox"/> Draft cost estimate/s; <input type="checkbox"/> Suggest staging for construction; <input type="checkbox"/> Present the outputs at a meeting arranged with the Project Manager; <input type="checkbox"/> HOLD POINT - obtain approval of the Project Manager before proceeding to the next stage.
<b>Design outputs - Final Design Stage</b> <small>NOTE: Ensure the suggested outputs are reviewed for suitability to this project.</small>	<b>Design Outputs (as per the IMS Design Module &amp; Departmental Service Agreement):</b> <input type="checkbox"/> Consider relevant legislation/codes/standards; <input type="checkbox"/> Complete construction documentation including specifications & plans; <input type="checkbox"/> Complete cost estimates; <input type="checkbox"/> Complete DA & CC documentation; <input type="checkbox"/> Complete design risk assessment (refer appendix); <input type="checkbox"/> Present the outputs at a meeting arranged with the Project Manager; <input type="checkbox"/> HOLD POINT - obtain approval of the Project Manager before proceeding to the next stage; <input type="checkbox"/> Submit DA & CC. <input type="checkbox"/> Track progress and drive approval process for DA & CC. <input type="checkbox"/> Refer DA/CC issues affecting the project scope to the Project Manager. <input type="checkbox"/> When the DA & CC is complete, forward copies of all relevant outputs to the Project Manager.

<b>Known relevant legislation, codes, standards, etc</b>	<p><u>Including but not limited to:</u></p> <p>REPS, SEPPS, LEPS</p> <p>LMCC DCP 1</p> <p>Relevant Australian Standards;</p> <p>Building Code of Australia;</p> <p>Occupational Health and Safety Regulations 2001;</p> <p>Disability Discrimination Act 1992;</p> <p>LMCC sedimentation and stormwater control guidelines;</p> <p>LMCC Policies;</p> <p>Children's Services Regulations 2004(Children and Young Persons (Care and Protection) Act 1998.</p>
<b>Engage sub-consultants</b>	Please discuss with the Project Manager prior to engaging sub-consultants.
<b>Consultation required</b>	Eg. With client, internal, community, other departments.
<b>DA/CC instructions</b>	<p>Prepare DA/CC documentation, lodge the applications, respond to DAC queries, and drive the approval schedule with DAC.</p> <p>Review relevant legislation and consult with DAC to determine if a DA is required. Where the development is exempt, the process in determining its exemption is still required to be documented to file.</p> <p>Where approvals are required, prepare DA/CC documentation, lodge the applications, respond to DAC queries, &amp; drive the approval schedule with DAC.</p> <p><u>For Council-owned or Crown land managed by Council:-</u></p> <p>On the DA form:</p> <ul style="list-style-type: none"> <li>The "Applicant - Surname/Company" shall be: "Lake Macquarie City Council - Community Planning Dept, c/- Design Manager/Designer (Name), LMC2"</li> <li>The "Applicant - Given Names" shall be: "Project Manager, Community Planning, LMCC (Name)"</li> <li>In the 'Consent of all owners' on Page 2 of the DA form - the "Owner" shall be: Rob Oerlemans, Manager, Community Planning, LMCC"</li> <li>For Crown, land managed by Council, note under the owners' signature "LMCC has delegation to sign as owner."</li> <li>For Crown Land managed by Council either as 'Appointed' or 'Devolved' Trust Manager, send notice of intent to lodge a development application with a copy of all proposed DA documentation to the Department of Lands PO Box 6, East Maitland NSW 2323, Ph [02] 4934 2280 a minimum 14 days before lodgement.</li> </ul> <p>Refer appendix for sample notification letter. Paragraph 2 of the letter is critical to this notification, and should not be altered.</p> <p><u>For Crown land not managed by Council:-</u></p> <p>Forward all DA documentation for owners signature, to the Department of Lands PO Box 6, East Maitland NSW 2323, Ph [02] 4934 2280. The application is not able to be lodged without obtaining a DOL delegates signature.</p>
<b>Schedule of Quantities and Probable Order of Costs (cost estimate)</b>	Required for all design projects at each design stage, unless otherwise stated here. Please Allow for preliminaries, contractor's overheads/contingency/profit margin of total minimum of 15%.
<b>Quotation/tenders documentation</b>	By LMCC Project Management unless otherwise stated here.
<b>Project reporting &amp; performance criteria</b>	Project reporting and expected performance criteria shall be as per the Purchaser/Provider Service Agreement between Asset Management & Community Planning (combined as the 'Purchaser') and LMC <sup>2</sup> (the 'Provider').

## Project Background and History

NOTE: The "Project Background and History" should provide advice which may be useful and considered when preparing the design, eg. Project context, purpose, constraints, opportunities, information, and outcomes gathered from the consultation carried out to date, including responses of approval or no concerns, relevant Council resolutions, etc. Avoid specific directions to the Design Manager, as these should be provided under 'Scope of Works'.

Mount Hutton Childcare Centre commenced in 1988 as an Occasional care centre and part of the Lake Macquarie Fair Shopping complex.

Centro (the owner of the shopping complex) plans renovations to the shopping complex and requires the site of the current childcare centre as it is located at what will become the main entrance to the complex.

Negotiations are currently underway between Council and Centro involving the sale of the existing centre/site to Centro and the requirement of another site and construction of a Child Care Centre in close proximity to the shopping centre.

The new Centre will need to accommodate 46 children aged from birth to five years, with the following group sizes: birth to two years = ten children, two years to three years = sixteen children, three years to five years = twenty children.

## Preliminary consultation carried out to date

NOTE: The author of the brief shall note the outcomes of all consultation under 'Project Background or History'.

ITEM	NAME & CONTACT DETAILS	DATE
Community consultation	Enter names & contact details only here	
Community Planning	Enter names & contact details only here	
Asset Management	Enter names & contact details only here	
Environmental Planning	Enter names & contact details only here	
LMC <sup>2</sup>	Enter names & contact details only here	
Development & Assessment	Enter names & contact details only here	
Civilake	Enter names & contact details only here	
Section 94 Officer	Enter names & contact details only here	
Dept of Lands	Enter names & contact details only here	
Department of Infrastructure & Natural Resources	Enter names & contact details only here	
National Parks & Wildlife	Enter names & contact details only here	
RTA	Enter names & contact details only here	
Aboriginal Liaison	Enter names & contact details only here (Land Council, LMCC Aboriginal Liaison Committee, LMCC Aboriginal Liaison Officer, via a heritage consultant, etc)	
Social Planner – Aged and Disability	Enter names & contact details only here	
Social Planner – Youth and Community Safety	Enter names & contact details only here	
Police Department – Community Safety Officer	Enter names & contact details only here	

## List of Attachments

	<b>ITEM</b> NOTE: Ensure the suggested outputs are reviewed for suitability to this project.	<b>DETAILS</b> NOTE: Ensure the suggested outputs are reviewed for suitability to this project.	<b>DATE</b>
A.	Design Risk Assessment Requirements	Outline of general requirements for Design Risk Assessment	
B.	Sample Letter to Dept Lands	Sample letter-serving notice on Dept of Lands for development on Crown land.	
C.	Map Reference		
D.	Photographs		
E.	Site Survey		
F.	Plans (Drawing No.s; Amendment No.s & dates)		
G.	Development Approval Copy (if previously lodged)		
H.	Construction Certificate Copy (if previously lodged)		
I.	Existing Cost Estimates		
J.	Quotations & Product Information		
K.	Existing Risk Analysis documentation		
L.	Existing Flood Assessment		
M.	Existing Soil Contamination Report		
N.	Native Vegetation & Corridors Map Excerpts		
O.	Lease information		
P.	Other		
Q.	Other		
R.	Other		
S.	Other		
T.	Other		

SUSAN JENKINS  
COMMUNITY PLANNER (CHILDREN & COMMUNITY)  
COMMUNITY PLANNING DEPARTMENT

## Appendix A – Design Risk Assessment Requirements

Refer to IMS Control Module 11 – Design Control

### The design risk assessment should:

- assess all potential constraints to the feasibility of the project;
- list all problems which require addressing as part of the design and note how these issues have been resolved;
- provide a summary of any details which need to be advised to the client or project manager, including but not limited to:

### Public Utilities

All utilities should be confirmed prior to design and construction documentation. Request and confirm utilities locations for all services, including Telstra, Optus, Energy Australia, AGL, and HWC. List the status of utilities requisitions, date requested and date received.

### Environmental Assessment

Advise if any of the following or other planning/legislative requirements apply, what has been done to satisfy requirements, including relevant dates and details.

• Development Consent	• Construction Certificate
• Statement of Environmental Effects	• Compliance with relevant POM
• LEP & DCP Compliance	• Review of Environmental Factors – Part V
• Additional assessment under Section 5A	• EP&A Act compliance
• Fisheries Management Act	• Heritage Act Compliance
• SEPP 14 Coastal Wetlands	• SEPP 44 Koala Habitat Protection
• Threatened Species Conservation Act	• Dam Safety Act
• Protection of the Environment Operations Act	• Disability Discrimination Act
• Other (specify)	• Other (specify)

### Investigations/ Reports

• Site survey	• Geotechnical Report
• Pavement Report	• Acid Sulphate Soils
• Drainage and Flooding Reports	• Concept Design
• Construction Documentation	• Archaeological/ Heritage Report
• Noise Report	• Other (specify)
• Other (specify)	• Other (specify)

### Consultation

- Document issues which requiring follow up as outcomes of internal or external consultation.

### Tender and Quotation Policy

- Ensure that the specification of all products complies with the Tender & Quotation Policy by:
  - a) specifying projects that have already gone through an approved tender process (eg. LMCC Annual Tender, NSW State Government Tender, Expression of Interest, etc); or
  - b) seeking quotations in accordance with the Policy; or
  - c) ensuring that products which are specified by brand name/manufacturer, provide the option of obtaining an equal product, approved by the designer ('or equal as approved by the designer').
- Where options a) or b) is used, ensure that the documentation conveys to the Contractor that the Tender & Quotation Policy has already been complied with (Note: the Policy requires the purchaser of the goods to ensure that the Policy has been complied with).
- Ensure that the Purchasing Section is provided with advice regarding selections and reasons why selections were made (Note: the Policy makes provision for selection to be based on a range of criteria including quality and availability, not just price, however the selection criteria should also be conveyed to those providing quotes).

## Appendix B – Sample letter serving notice on Dept of Lands for development on Crown land.

NOTE: Ensure the suggested outputs are reviewed for suitability to this project.

Dept of Lands requires that notification be made prior to lodgement of a Development Application.

XXX Ext YYY  
Council Ref: (Folder No.)  
( DATE )

Community Services Manager  
NSW Department of Lands PO Box 6  
East Maitland NSW 2323

Dear Sir

SUBJECT: DEVELOPMENT APPLICATION – ( PROJECT TITLE )

Council has prepared a Development Application for (*description*) on (*Crown, foreshore land?*) at (*Street and Suburb*). The work is proposed to be undertaken on (*Property description i.e. Lot, DP, Reserve No. etc*), as shown on the attached plans.

Lake Macquarie City Council, being a public authority with the authority to enter Crown land, and not required to obtain the signature of the owner for a development application in accordance with clause 49 of the Environmental Planning and Assessment Regulation 2000, hereby serves a copy of the application for the proposed development on Crown land for your information.

The works involves (*brief description of the proposed project and the facilities it will provide to the public*).

Copies of the application, design plans, and Statement of Environmental Effects are attached for your information, and gives further details of the project.

To further discuss the project, please contact (*name and phone contact details*).

Yours faithfully

NAME  
TITLE  
DEPARTMENT



## Appendix C – ...Scope of Works

The main building will consist of :

### A. Public Areas ;

- 1.Main Entry
- 2.Main Lobby
- 3.Administration Area
- 4.One adult toilet

### B. Staff Areas

- 1.Kitchen
- 2.Laundry and sluice sink, cleaners area
- 3.Staff room
- 4.Administration office, desk and counter
- 5.Director/coordinator's office and interview room.
- 6.One adult shower, one adult disability access toilet and basin

### C. Children's Areas

- 1..One large playroom to accommodate twenty children aged three to five (3.25sq. metres x 20=65 Sq. metres of unencumbered space) – allow extra floor space for bookcases, shelving, cupboards, opening etc.
- 2.One children's toilet area and basins to accommodate 20 children (four of each)
- 3.One large playroom to accommodate sixteen children aged two to three years(3.25sq.metres x 16=52sq. metres) allow extra floor space for bookcases, shelving, cupboards etc.
- 4.One children's toilet area and basins to accommodate 16 children (three of each) and two nappy change benches (built in)
- 5.Cleaners storage area, laundry tub and sluice sink
- 6.One babies playroom to accommodate ten children aged from birth to one year (3.25sq. metres x 10 =32.5sq. metres)
- 7.Two Babies cot rooms, each to accommodate five cots. The room will have viewing windows and natural light.

### D. Outdoor Play Area

- 1.Space – seven square metres per child of unencumbered play space
2. Outdoor storage shed
- 3.Sandpit
- 4.Shade
- 5.Landscaping
- 6.Variety of surfaces, conducive to soft fall areas

## Appendix D – ... Building Data Sheets

### ROOM DATA SHEETS

#### SECTION ONE - Public Areas

Area	Main Entry
Minimum Size	11m <sup>2</sup>
Orientation	At front of building
Functional Relationships	This area is to provide access to the main lobby. The entry must be free of steps or obstacles and must be highly visible and easy to access. The area must be inviting to all users.
Use	The provision of a sheltered area immediately outside entry doors, to provide a sense of place and provide shelter in inclement weather for parents and children entering and leaving the centre. The area should also be able to be utilised by parents requiring a holding bay when placing children in or out of cars and therefore should be fenced.
Disabled Access	To all areas – minimum AS 1428
Floor Finish	Non - slip tiles
Skirting	Neat finish at wall/floor junction required
Wall Finish	Flush jointed brick work
Doors	Double swing glazed entry doors/ fire egress doors with mid rail and sidelights in powder-coated frame.
Door Hardware	Alarmed and deadlocked, panic bar.
Master Keying	
Other Fittings	Directional signage (to be determined when design confirmed).
Ceiling Finish	Gloss painted compressed fibre board or metal
Cornices	As required by design
Ceiling Height	2700mm minimum
Furniture	None
G.P.O's	
Data Points	
Phone Points	
Security	yes
Smoke Alarms	
Audio	
TV Point	
Ceiling Light	As required for minimum level of 600 lx. Vandal proof fitting with polycarbonate cover and security grill switched to photosensitive light switch.
Other Information	

Area	Main Lobby
Minimum Size	30m <sup>2</sup>
Orientation	At front of building leading to other rooms
Functional Relationships	Main entry to service. The clerical assistant will be located here. Leads into hallway, of which other rooms will lead off.
Use	To provide an entry to the service and an administrative area for payment of fees, parent notice board, parent interaction, and service administration.
Disabled Access	To all areas – minimum AS 1428.
Air Conditioning	To AS1668.2
Sup. Natural Light	Provide windows and/or skylight to maximise light
Floor Finish	Non slip tiles/ or vinyl

<b>Skirting</b>	Neat finish at wall floor junction.
<b>Wall Finish</b>	Flush jointed face brick.
<b>Windows</b>	Sidelights to entry doors. Other windows as required by design. All windows fixed glazed.
<b>Notice Boards</b>	One 3m wide x 1.5m high glass front lockable noticeboard.
<b>Wall Signage</b>	Door signage as per room data sheets. Colour, material, and style to be approved by Council.
<b>Doors</b>	Double swing glazed entry doors/egress doors with mid rail and sidelights in powder-coated frame.
<b>Door Hardware</b>	Panic bar and lockset to swing double doors.
<b>Master Keying</b>	
<b>Other Fittings</b>	Directional signage (to be determined when design confirmed).
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	Counter to surround administrative area and to include desk and computer station. Counter height swing door/gate.
<b>G.P.O's</b>	Three (3) double power point
<b>Phone Points</b>	(phone to be provided by occupant) One phone line near counter/desk.
<b>Data Points</b>	One (1)
<b>Fax Points</b>	One (1)
<b>Security</b>	One (1) motion detector connected to alarm system.
<b>Smoke Alarms</b>	One (1) ceiling mounted detector connected to alarm.
<b>Exit Lights</b>	Over Exit/Entry doors.
<b>Ceiling Light</b>	As required for minimum level of 160lx.
<b>Other Information</b>	

<b>Area</b>	<b>Toilets -1 disability- and Staff shower</b>
<b>Minimum Size</b>	To provide one wheelchair accessible facility to AS 1428.
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	Immediate proximity to main lobby and staff room
<b>Use</b>	To provide shower facilities to the staff and disability toilet to the staff and parents/visitors.
<b>Disabled Access</b>	To all areas minimum AS1428
<b>Air Conditioning</b>	Ventilation fan
<b>Sup. Natural Light</b>	Provided by windows and/or skylight
<b>Floor Finish</b>	Non slip ceramic floor tiles
<b>Skirting</b>	Glazed ceramic tiles – minimum 150mm high
<b>Wall Finish</b>	Flush jointed face brick or semi gloss painted plasterboard
<b>Windows</b>	Fixed windows in powder coated frame with obscure glass.
<b>Door Signage</b>	Wheelchair Toilets/Shower symbol
<b>Doors</b>	Internal door gloss painted finish. Laminated finish on doors to toilet cubicle and shower.
<b>Door Hardware</b>	D handles on inside of corridor doors, delayed action door closers, push/pull plates, kick plate, and doorstop. Lift off cubicle hinges, coat hook, & indicator bolts.
<b>Master Keying</b>	Not required
<b>Other Fittings</b>	Provide direct mains flushing with "Flush saver" to pans with touch sensor systems as supplied by "Water Conservation Services" Raymond Terrace, NSW. Phone 0412 810 200.
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum

<b>Furniture</b>	Provide hot and cold water to hand basins in a laminated waterproof vanity. Ceramic tile splashback to vanity minimum height 450mm. All hot water to come from a thermostatic mixing valve to AS 3500. Mirrors to run the length of the vanity. To have one (1) electric hand dryer, one (1) soap dispenser, One (1) roll dispenser for paper handtowel. Hand rail next to toilet.
<b>G.P.O's</b>	Locate One (1) double power point in the corridor nearby toilets
<b>Smoke Alarms</b>	Ceiling mounted detector connected to alarm.
<b>Ceiling Light</b>	As required for minimum level of 160lx.
<b>Other Information</b>	Exhaust extraction system to outside air.

<b>Area</b>	<b>2. Staff Toilets</b>
<b>Minimum Size</b>	1.5m <sup>2</sup>
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	Off main hallway near office area
<b>Use</b>	To be used by staff, parents, visitors.
<b>Disabled Access</b>	N/A
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Provided by window and/or skylight
<b>Floor Finish</b>	Non slip ceramic floor tiles
<b>Skirting</b>	Glazed ceramic tiles – minimum 150mm high
<b>Wall Finish</b>	Flush jointed face brick.
<b>Windows</b>	Fixed windows in powder coated frame with obscure glass.
<b>Door Signage</b>	International signage – wheelchair accessible toilets.
<b>Doors</b>	Internal sliding door no vision panel, gloss painted finish.
<b>Door Hardware</b>	Indicator bolt. Push/pull plates, kick plates
<b>Master Keying</b>	Not required
<b>Other Fittings</b>	Provide direct mains flushing with "Flush saver" to all with touch sensor systems as supplied by "Water Conservation Services" Raymond Terrace, NSW. Phone 0412 810 200. Provide coat hook. Provide fold down laminated baby change table in one (1) facility.
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	Provide hand basin with hot and cold water. All hot water to come from a thermostatic mixing valve to AS 3500. Ceramic tile splashback to hand basin minimum height 450mm – splashback to extend beyond the width of the hand basin. Each hand basin to have adjustable spout and wrist action levers. Mirrors above each hand basin, soap dispenser, paper handtowels, and lockable multi roll dispensers for toilet paper.
<b>G.P.O's</b>	Locate a double power point in the corridor adjacent to disability toilet doors.
<b>Ceiling Light</b>	As required for minimum level of 160lx.
<b>Other Information</b>	Exhaust extraction system to outside air.

## Section Two Staff areas

Area	Kitchen ( plus walk in pantry)
Minimum Size	22m <sup>2</sup> (means 16m <sup>2</sup> kitchen + 5m <sup>2</sup> pantry)
Orientation	No preference
Functional Relationships	This area to provide meals to all playrooms should be located in centre of building – accessible to all.
Use	To provide meals to all children using service
Disabled Access	To all areas – minimum AS 1428
Air Conditioning	To AS1668.2
Floor Finish	Seamless vinyl – all wall and cupboard edges to be covered
Skirting	Neat finish at wall/floor junction required
Wall Finish	Ceramic glazed tiles – to splashback
Windows	Vertical sliding with windows in powder coated frame. Lockable key alike, no architraves.
Notice Boards	.Whiteboard
Door Signage	Kitchen.- Colour, material and style to be approved by council
Doors	Solid core doors. Gloss painted finish.
Door Hardware	Office lock set, door stop, hand and kick plates
Master Keying	
Other Fittings	One (1) CO <sup>2</sup> Fire extinguisher One (1) Fire blanket
Ceiling Finish	Semi gloss painted plasterboard
Cornices	Plaster cornice
Ceiling Height	2400mm minimum
Furniture	Provide bench space and shelving/ cupboards. Provide stainless steel double-bowled sink with double draining boards and separate hand basin, both with hot and cold water, adjustable spout and wrist action lever handles. Provide soap dispenser and paper handtowel dispenser above hand basin. Provide and install stove as specified in Appendix furniture requirements. Provide commercial exhaust hood over stove. Provide refrigerator and freezer as specified in appendix furniture requirements. Provide walk in pantry with twelve lineal metres adjustable shelving(for storage of food items etc) and supply and storage of three stainless steel storage trolleys
G.P.O's	Five(5) double power points- locate one in area of refrigerator and freezer
Data Points	n/a
Skirting	One (1) motion detector connected to alarm system
Smoke Alarms	One (1) ceiling mounted detector connected to alarm
Exit Lights	Over exit doors
Ceiling Light	As required for minimum level of 240lx recessed into ceiling and sealed.
Ventilation fan	Commercial extractor
Other information	The kitchen is to comply with Council's Health Code and the Building Code of Australia

Area	Staff Room
Minimum Size	20m <sup>2</sup>
Orientation	No preference
Functional Relationships	An area away from main playrooms, with access to toilets etc.
Use	Will be utilised by staff to have their breaks and do program planning, have meals etc. and provide quiet time.
Disabled Access	To all areas – minimum AS 1428
Air Conditioning	To AS1668.2
Sup. Natural Light	Provided by windows and skylights as required by design to maximise light.
Floor Finish	Vinyl flooring near bench/sink area, "Flotex" Carpet with underlay on remaining area.
Skirting	Three channel ducted skirting
Wall Finish	Flush jointed face brickwork or semi gloss painted cement render.
Windows	Sliding windows and screened.
Notice Boards	3
Blinds	Holland or vertical
Master Keying	Not required.
Other Fittings	Kitchenette – stainless steel sink with double drainage board/s, tile splashback minimum height 450mm, lockable cupboards/ drawers as storage for cutlery/ crockery etc. bench space for microwave oven. Area for full height refrigerator.
Ceiling Finish	Flat painted plasterboard
Cornices	Shadow line
Ceiling Height	2400mm minimum
Furniture	Will be supplied by occupant
G.P.O's	Four (40) double power points
Data Points	One*
Phone Points	One
Fax Point	N/A
Security	One (1) motion detector to alarm system
Smoke Alarms	One(1) ceiling mounted detector to alarm system
Exit Lights	Over exit doors
Audio	Required
TV. Point	N/A
Ceiling Light	As required for minimum level of 320lx

Area	Cleaners Room/Cupboard
Minimum Size	4m <sup>2</sup>
Orientation	No preference
Functional Relationships	Located near staff toilets and laundry. Access to all areas of Centre
Use	Storage of cleaning materials and equipment
GPO'S	Locate one(1) double point adjacent to door, in corridor
Wall Vision Panel	N/A
Air Conditioning	N/A
Sup. Natural Light	Provided by skylight
Floor Finish	Non slip tiles to floor
Skirting	Ceramic tile 150mm minimum height
Wall Finish	Flush jointed face brickwork or semi gloss painted cement render.
Other Fittings	Cleaners sink with bucket rack, hot and cold water, single

	spout and capstan taps. Ceramic Tile splashback – minimum height 450mm and to extend beyond sink Minimum of seven (7) lineal metres adjustable laminated shelving.
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	N/A
<b>G.P.O's</b>	One (1) double power points
<b>Data Points</b>	N/A
<b>Smoke Alarms</b>	One (1) ceiling mounted detector to alarm system
<b>Ceiling Light</b>	As required for minimum level of 160lx
<b>Other Information</b>	Exhaust extraction system to outside air
<b>Doors</b>	Solid core door – gloss painted finish
<b>Door Hardware</b>	Storeroom escape set

<b>Area</b>	<b>Laundry</b>
<b>Minimum Size</b>	10.5m <sup>2</sup>
<b>Orientation</b>	N/A
<b>Functional Relationships</b>	Needs to be located near the babies' area and close to the clothesline facilities.
<b>Use</b>	To be used to launder and dry nappies, clothes, sheets etc
<b>Disabled Access</b>	To all areas – minimum AS 1428
<b>Wall Vision Panel</b>	Not required
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Natural light provided by windows and skylights as required by design.
<b>Floor Finish</b>	Non-slip tiles to floor
<b>Skirting</b>	Ceramic tile 150mm minimum height
<b>Wall Finish</b>	Flush jointed face brickwork or semi gloss painted cement render.
<b>Window</b>	Fixed glazed
<b>Blinds</b>	N/A
<b>Door Signage</b>	Laundry
<b>Doors</b>	Solid core door – gloss painted finish
<b>Door Hardware</b>	Storeroom escape set
<b>Master Keying</b>	N/A
<b>Other Fittings</b>	Large laundry tub, hot and cold water, single spout, and capstan taps. Ceramic tile splashback – minimum height 450mm and to extend beyond sink. Minimum of seven (7) lineal metres adjustable laminated shelving
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2700mm minimum
<b>Furniture</b>	N/A
<b>G.P.O's</b>	Four (4) double power points in ducted skirting (two (2) on each wall)
<b>Smoke Alarms</b>	One (1) ceiling mounted detector near larger storage areas connected to alarm
<b>Exit Lights</b>	Over exit doors
<b>Ceiling Light</b>	As required for minimum level of 160lx
<b>Other Information</b>	Exhaust extraction system to outside air

Area	Director/Coordinator Office
Minimum Size	15m <sup>2</sup>
Orientation	N/A
Functional Relationships	To be located near the front entrance
Use	To be used by the Director/Coordinator for administration and interviewing staff and parents
Disabled Access	To all areas – minimum AS 15\428
Wall Vision Panel	Not required
Air Conditioning	To AS1668.2
Sup. Natural Light	Provide windows and skylights to maximise light
Floor Finish	"Flotex" Carpet
Skirting	Three channel ducted skirting
Wall Finish	Flush joint face brickwork.
Windows	Vertical sliding with key locking and fixed panel in powder coated frame with 720mm sill.
Notice Boards	One (1) wall mounted whiteboard and one (1) notice board.
Blinds	Holland or vertical blinds
Door Signage	N/A
Doors	Internal solid core door – gloss painted finish
Door Hardware	Office escape latch, doorstop hand, footplates, and deadlock.
Master Keying	N/A
Other Fittings	
Ceiling Finish	Flat painted plaster board
Cornices	Shadow line
Ceiling Height	2400mm minimum
Furniture	To be supplied by occupant
G.P.O's	Four (4) double power points
Data Points	One (1) data points
Phone Points	One (1) phone, plus one (1) point at desk
Fax Point	One (1) fax point
Security	One (1) motion detector connected to alarm system
Smoke Alarms	One (1) ceiling mounted to detector to alarm system
Exit Lights	Over exit doors
Ceiling Light	As required for minimum level of 320lx
Other Information	

Area	Storage rooms – 3 x inside and 1 x outside
Minimum Size	Inside 10m <sup>2</sup> and outside 17m <sup>2</sup>
Orientation	No preference
Functional Relationships	Each playroom requires one storeroom each and the outside play area requires a larger storage area
Use	For the storage of equipment ,beds, teaching aids etc.
Disabled Access	To all areas – minimum AS 1428
Floor Finish	Polished sealed cement floor
Skirting	Neat finish at wall/floor junction required
Wall Finish	Flush jointed brick work
Doors	Solid core swing doors for inside – Lockable secure roller doors for outside
Door Hardware	Deadlock for outside doors, push pull plates, kick plates, office escape latch, sliding bolts to top and bottom of one leaf of internal doors. Both internal and external doors to have 180° hinge.
Master Keying	Not required
Other Fittings	



<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2700mm minimum
<b>Furniture</b>	Shelving – 20 lineal metres adjustable laminated shelving and open storage
<b>Ceiling Light</b>	As required for minimum level of 160lx
<b>Other Information</b>	

### **SECTION 3: Children's areas**

<b>Area</b>	<b>Children's toilets (3-5 yrs.)</b>
<b>Minimum Size</b>	13m <sup>2</sup>
<b>Orientation</b>	No preference.
<b>Functional Relationships</b>	To be situated off the playroom for the three to five age group, and to be accessible from the outside play area.
<b>Use</b>	Toileting and hand washing facilities for 20 children aged from three years to five years
<b>Disabled Access</b>	To all areas – minimum AS 1428
<b>Wall Vision Panel</b>	Glass viewing panel on wall
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Provided by windows and viewing panels
<b>Floor Finish</b>	Non-slip tiles
<b>Skirting</b>	Neat finish at wall/floor junction in lobby and ducted skirting to waiting area.
<b>Wall Finish</b>	Flush jointed brick work
<b>Windows</b>	Ventilated, sliding, high on wall
<b>Fly Screens</b>	yes
<b>Security Screens</b>	yes
<b>Notice Boards</b>	N/A
<b>Door Signage</b>	N/A
<b>Doors</b>	Internal door half glazed with opaque laminated glass, gloss painted finish.
<b>Door Hardware</b>	
<b>Master Keying</b>	
<b>Other Fittings</b>	
<b>Ceiling Finish</b>	Semi Gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2700mm minimum
<b>Furniture</b>	
<b>G.P.O's</b>	
<b>Phone Points</b>	
<b>Security</b>	One (1) motion detector connected to alarm system
<b>Smoke Alarms</b>	One (1) ceiling mounted detector connected to alarm system
<b>Exit Lights</b>	Over entry doors
<b>Ceiling Light</b>	As required for minimum level of 300lx

AREA	Children's Toilets –( 2 to 3 yrs)
Minimum size	11m <sup>2</sup>
Orientation	
Functional Relationships	This area should be located between the babies area and the two to three year age group areas
Use	To provide toilet and nappy change facilities for the younger children – birth to two years
Disabled Access	To all areas minimum AS 1428
Wall Vision Panel	Required
Air Conditioning	To AS 1668.2
Sup. Natural Light	Provided by windows and skylights as required by design to maximise light
Floor Finish	Non slip tiles, graded towards a floor waste drain
Skirting	Ceramic tiles 150mm minimum height
Wall Finish	Flush joined face brickwork or semi gloss painted cement render – washable to one metre
Windows	Fixed ventilated windows in powder coated frame with obscure glass
Notice Boards	Required
Blinds	N/A
Door Signage	
Doors	Internal doors half glazed with clear glass – gloss painted finish
Door Hardware	Office escape latch, doorstop, hand and foot plates
Master Keying	n/a
Other Fittings	One bath must be provided in accordance with Children's Services Regulations 2004
Ceiling Finish	Flat painted plasterboard
Cornices	Shadow line
Ceiling Height	2400mm minimum
Furniture	
G.P.O.s	Two(2) double power points
Data Points	N/A
Phone Points	N/A
Security	One (1) motion detector connected to alarm system
Smoke Alarms	One(1) ceiling mounted detector connected to alarm system
Audio	N/A
TV Point	N/A
Ceiling Light	As required for minimum level of 320lx
Other Information	

Area	Cot Room x 2
Minimum Size	15m <sup>2</sup> x 2
Orientation	No preference other than if possible in a quiet area
Functional Relationships	To be located off playroom for babies aged from birth to one year
Use	Each cot room will house five cots with a gap of 760mm between
Disabled Access	To all areas – minimum AS 1428.
Wall Vision Panel	Viewing windows will need to be provided
Air Conditioning	To AS1668.2

<b>Sup. Natural Light</b>	Provided by windows and skylights as required by design to maximise light
<b>Floor Finish</b>	Flotex carpet
<b>Skirting</b>	Neat finish ducted skirting (power).
<b>Wall Finish</b>	Flush jointed face brick walls
<b>Windows</b>	
<b>Notice Boards</b>	
<b>Blinds</b>	Good block out coverage
<b>Door signage</b>	
<b>Doors</b>	Half glazed internal door with opaque laminated glass, gloss painted finish
<b>Door Hardware</b>	Office escape latch, doorstop, hand and foot plates
<b>Master Keying</b>	N/A
<b>Other Fittings</b>	
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	
<b>G.P.O's</b>	Minimum two (2) double power points at skirting board level
<b>Data Points</b>	Two (2) at skirting level
<b>Phone Points</b>	Two (2) at skirting level
<b>Fax Point</b>	One (1) at skirting level
<b>Security</b>	One (1) motion detector to alarm system
<b>Smoke Alarms</b>	One (1) ceiling mount detector to alarm system
<b>Ceiling Light</b>	As required for minimum level of 320lx
<b>Other Information</b>	

<b>Area</b>	<b>Nappy Change Stations</b>
<b>Minimum Size</b>	3m <sup>2</sup>
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	To be placed next to babies (birth to two years) playroom and near the cot rooms- can be part of toilet area
<b>Use</b>	To be used to bath and change babies and toddlers
<b>Disabled Access</b>	All areas – minimum AS 1428
<b>Wall Vision Panel</b>	Viewing panels to be provided
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Provided by windows/viewing panels and doors
<b>Floor Finish</b>	Non slip tiles
<b>Skirting</b>	Glazed ceramic tiles – minimum 150mm high
<b>Wall Finish</b>	Flush jointed face brickwork.
<b>Windows</b>	Fixed ventilated windows in powder coated frame with obscure glass
<b>Notice Boards</b>	Two (2) whiteboards
<b>Blinds</b>	N/A
<b>Door Signage</b>	
<b>Doors</b>	Internal door half glazed with opaque laminated glass, gloss painted finish
<b>Door Hardware</b>	Delayed action door closures, push/pull plates, kick plate and door stop
<b>Master Keying</b>	N/A
<b>Other Fittings</b>	Stainless steel infant bathing sink built into bench. Adult hand washing sink. Three nappy change stations.
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2700mm
<b>Furniture</b>	

<b>G.P.O's</b>	Two (2) double power points
<b>Data Points</b>	One (1) data point
<b>Phone Points</b>	One (1) phone point
<b>Security</b>	Provide one (1) motion detector connected to alarm system
<b>Smoke Alarms</b>	Provide one (1) ceiling mounted detector to alarm system
<b>Ceiling Light</b>	As required for minimum level 160lx.
<b>Other Information</b>	

<b>Area</b>	<b>Bottle preparation area</b>
<b>Minimum Size</b>	5.4m <sup>2</sup>
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	Immediate proximity to babies playroom and cot rooms
<b>Use</b>	Used in the preparation and storage of bottles and food for the babies.
<b>Disabled Access</b>	To all areas – minimum As 1428
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Natural light provided by viewing panels or windows.
<b>Floor Finish</b>	Seamless vinyl - covered skirting
<b>Skirting</b>	
<b>Wall Finish</b>	Flush jointed face brickwork.
<b>Windows</b>	Fixed glazed, if there are windows or viewing panels.
<b>Notice Boards</b>	Two (2) whiteboards and one (1) noticeboard
<b>Blinds</b>	If windows then Holland or chainless Vertical blinds
<b>Door Signage</b>	N/A
<b>Doors</b>	Barn doors – gloss painted finish.
<b>Door Hardware</b>	Office escape latch, doorstep, hand and foot plates
<b>Master Keying</b>	N/A
<b>Other Fittings</b>	Fitted cupboards with sink and fittings waist high. Shelving along back and side.
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	Large bar fridge
<b>G.P.O's</b>	Three (3) double power points ( one behind fridge)
<b>Data Points</b>	N/A
<b>Phone Points</b>	N/A
<b>Fax Point</b>	N/A
<b>Security</b>	One (1) motion detector connected to alarm system
<b>Smoke Alarms</b>	One (1) ceiling mounted detector connected to alarm system.
<b>Ceiling Light</b>	As required for minimum level of 320lx.
<b>Other Information</b>	Exhaust fan to outside

<b>AREA</b>	<b>Birth to two years of age Playroom</b>
<b>minimum Size</b>	50m <sup>2</sup>
<b>Orientation</b>	
<b>Functional Relationships</b>	Better placed at the end of centre design due to the requirements of birth to two years care and facilities required
<b>Use</b>	Activity and playroom for birth to two years age group
<b>Disabled Access</b>	To all areas – minimum As 1428
<b>Wall Vision Panel</b>	Between playroom and nappy change area/cot rooms
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Natural light provided by windows and doors.

<b>Floor Finish</b>	Heavy duty vinyl near wet areas and Flotex Carpet on other part of floor
<b>Skirting</b>	Ducted skirting
<b>Wall Finish</b>	Flush jointed face brickwork.
<b>Windows</b>	Fixed glazed.
<b>Notice Boards</b>	One whiteboard and two noticeboards
<b>Blinds</b>	Blockout Holland or chainless Vertical
<b>Door Signage</b>	Nursery
<b>Doors</b>	Half glazed internal door with clear laminated glass, gloss painted finish
<b>Door Hardware</b>	Office escape latch, doorstop, hand and foot plates
<b>Master Keying</b>	
<b>Other Fittings</b>	
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	
<b>G.P.O's</b>	Three (3) double power points
<b>Data Points</b>	
<b>Phone Points</b>	One (1) phone
<b>Fax Point</b>	
<b>Security</b>	One (1) motion detector connected to alarm system
<b>Smoke Alarms</b>	One (1) ceiling mounted detector connected to alarm system.
<b>Ceiling Light</b>	As required for minimum level of 320lx.
<b>Other Information</b>	

<b>Area</b>	<b>Playroom for Two to Three years of age</b>
<b>Minimum Size</b>	70m <sup>2</sup>
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	
<b>Use</b>	Used as a playroom/activity/sleep room for the toddlers, aged from two to three years. It will house sixteen children and two staff.
<b>Disabled Access</b>	All areas – minimum AS 1428
<b>Wall Vision Panel</b>	Not required
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Provided by windows and doors
<b>Floor Finish</b>	Flotex Carpet
<b>Skirting</b>	Ducted skirting
<b>Wall Finish</b>	Flush jointed face brickwork.
<b>Windows</b>	Fixed glazed
<b>Notice Boards</b>	Not required.
<b>Blinds</b>	
<b>Door Signage</b>	
<b>Doors</b>	Internal door half glazed with opaque laminated glass, gloss painted finish. Sliding safety glass doors to veranda and play area.
<b>Door Hardware</b>	Office escape latch, doorstop, hand, and footplates to Internal door. Sliding door deadlock to glass doors
<b>Master Keying</b>	
<b>Other Fittings</b>	
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2700mm
<b>Furniture</b>	

<b>G.P.O's</b>	One (1) double power points
<b>Data Points</b>	Not required
<b>Phone Points</b>	Not required
<b>Security</b>	Not required
<b>Smoke Alarms</b>	Provide one (1) ceiling mounted detector to alarm system
<b>Ceiling Light</b>	As required for minimum level 160lx.
<b>Other Information</b>	

<b>Area</b>	<b>Playroom for three to five years age group</b>
<b>Minimum Size</b>	80m <sup>2</sup>
<b>Orientation</b>	No preference
<b>Functional Relationships</b>	.
<b>Use</b>	Activity and playroom, rest area for 3-5 years age group
<b>Disabled Access</b>	To all areas – minimum AS 1428
<b>Wall Vision Panel</b>	Not required
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Provide window/skylight as required by design
<b>Floor Finish</b>	
<b>Skirting</b>	Neat finish at wall/floor junction
<b>Wall Finish</b>	Flush jointed face brickwork or semi gloss painted cement render.
<b>Windows</b>	
<b>Notice Boards</b>	Not required
<b>Blinds</b>	Not required
<b>Door Signage</b>	
<b>Doors</b>	Half glazed internal door with clear laminated glass, gloss painted finish
<b>Door Hardware</b>	Office escape latch, doorstop, hand and foot plates
<b>Master Keying</b>	
<b>Other Fittings</b>	
<b>Ceiling Finish</b>	Semi gloss painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>G.P.O's</b>	Two (2) double power points
<b>Data Points</b>	n/a
<b>Phone Points</b>	One (1) phone point
<b>Security</b>	One (1) motion detector to alarm system
<b>Smoke Alarms</b>	One (1) ceiling mounted detector connected to alarm system
<b>Ceiling Light</b>	As required for minimum level of 160lx
<b>Other Information</b>	

<b>Area</b>	<b>Corridor/s</b>
<b>Minimum Size</b>	Main 2.5m minimum width, Secondary 2.00m minimum width.
<b>Orientation</b>	No preference.
<b>Functional Relationships</b>	Circulation space to link rooms/areas.
<b>Use</b>	Linkage of areas/rooms
<b>Disabled Access</b>	To all areas – minimum AS 1428
<b>Wall Vision Panel</b>	Not required
<b>Air Conditioning</b>	To AS1668.2
<b>Sup. Natural Light</b>	Windows/skylights

<b>Floor Finish</b>	"Flotex" Carpet
<b>Skirting</b>	Ducted skirting
<b>Wall Finish</b>	Flush jointed face brickwork.
<b>Windows</b>	Dependant on design.
<b>Blinds</b>	Provide chainless vertical or Holland blinds to any windows
<b>Door Signage</b>	As per signage on room data sheets
<b>Doors</b>	As per doors on room data sheets
<b>Door Hardware</b>	As above
<b>Master Keying</b>	Zone 1
<b>Ceiling Finish</b>	Flat painted plasterboard
<b>Cornices</b>	Shadow line
<b>Ceiling Height</b>	2400mm minimum
<b>Furniture</b>	Not required
<b>G.P.O's</b>	Provide double power points in skirting outside Disability Toilets, Cleaners Room, and any Store Room entered directly from Corridor. Provide other power points in skirting at regular intervals.
<b>Security</b>	Dependant on design.
<b>Smoke Alarms</b>	Dependant on design.
<b>Exit Lights</b>	Dependant on design.
<b>Ceiling Light</b>	As required to minimum 240lx.
<b>Other Information</b>	

<b>Area</b>	<b>Outside Play space</b>
<b>Minimum Size</b>	350m <sup>2</sup>
<b>Orientation</b>	Northern aspect desirable for passive solar performance.
<b>Functional Relationships</b>	<ul style="list-style-type: none"> <li>The building should buffer the play area from the main street frontage.</li> <li>The children's play area shall be adjacent to and visible from the activity room 1.</li> <li>Direct access shall be provided from activity rooms with a double door opening.</li> <li>The main activity space should open onto the transitional covered indoor-outdoor</li> <li>Soft fall area to be located near the activity room 1.</li> <li>Provide grass between sandpit and activity room 1 to intercept some sand particles.</li> <li>Generally group quiet areas together and groups active play areas together.</li> </ul>
<b>Use</b>	<ul style="list-style-type: none"> <li>This area will cater for 46 children, and should allow a minimum play area of 7m<sup>2</sup> unencumbered play space per child.</li> <li>Cater for the developmental needs of children aged birth-5 years (not necessarily together).</li> <li>Provide a range of different outdoor spaces within a quality-landscaped courtyard.</li> <li>Incorporate a variety of play and developmental opportunities for children to build upon.</li> <li>Provide a flexible design suitable for creative play, portable play equipment.</li> </ul>
<b>Disabled Access</b>	To all areas – minimum AS 1428
<b>Transitional Indoor-outdoor space</b>	<ul style="list-style-type: none"> <li>Ensure area is free draining and free of drip-line from roof coverings.</li> <li>Provide rain protection to this area with demonstrated</li> </ul>

	<p>consideration to passive solar design principles.</p> <ul style="list-style-type: none"> <li>• Provide tap.</li> </ul>
	<ul style="list-style-type: none"> <li>• Shade (advanced tree planting or shade structure)</li> <li>• Locate and design a quiet area away from the building, main thoroughfares and active area</li> </ul>
<b>Rubber Soft fall Zone</b>	<ul style="list-style-type: none"> <li>• Provide flat, open area of rubber soft fall suitable for daily placement of portable equipment, minimum 70m<sup>2</sup>.</li> <li>• Minimum dimension of 5m (Note: square shapes allow for most flexibility in placement of equipment)</li> <li>• Free draining with no pooling of water on surface or sub grade</li> <li>• Complying with AS4422 for maximum fall heights of 1.8m</li> <li>• Provide shade and wet weather canopy to entire area.</li> </ul>
<b>Sand Pit</b>	<ul style="list-style-type: none"> <li>• Provide sandpit complying to the following requirements</li> <li>• Minimum area of 30m<sup>2</sup> with diameter of 4m.</li> <li>• Provide edging to sandpit area with impact resistant capping (eg rubber tile/recycled conveyor belt material) to sandpit edging.</li> <li>• Provide removable sandpit cover and fixings, to prevent access by cats, leaf litter and other impurities entering the sandpit when not in use</li> <li>• Make provision for children to relocate sand from one area of the sandpit into another part of the sandpit</li> <li>• Sandpit apron design should allow for easy sweeping up of sand and/or landscaped areas designed to cater for addition of sand by children</li> <li>• Shade canopy. Size and placement to cater for solar orientation throughout the year.</li> </ul>
<b>Outdoor sitting area</b>	<p>Provide circular sitting area with min 4m dia. Clear internal space:</p> <ul style="list-style-type: none"> <li>• Shade (advanced tree planting or shade structure)</li> <li>• Informal paving treatment such as cement stabilising rhyolite or similar treatment</li> <li>• Circular seating arrangement comprising large slabs or sleepers or DAR hardwood supported by sandstone quarry overburden as supports (nominated supplier: Gosford Quarries). Seat height &lt;500mm and varying in height to cater for all ages.</li> <li>• Allow at least two 1500mm wide gaps between seat units for access and wheelchair parking</li> <li>• Locate within well-vegetated naturally landscaped setting providing a cool and shady microclimate.</li> <li>• Locate and design as a quiet area away from the building, main thoroughfares and active area</li> </ul>
<b>Landscaping</b>	<ul style="list-style-type: none"> <li>• Landscaping shall exclude poisonous &amp; spiky plants, plants which commonly cause allergic reactions, use of plants with hard fruit over pavements which may result in a slip hazard, hazardous garden mulches (eg no sharp or splintering types)</li> <li>• Native plant selection is preferred however exotic species, which provide opportunities for seasonal change, colour, play opportunities, and good passive solar performance should also be given consideration</li> <li>• Balance shade tree planting and solar access to provide a pleasant external and internal microclimate</li> <li>• All tree planting shall be semi-advanced to advanced or fitted with tree guards</li> <li>• Design landscape and planting areas to cater for wear</li> </ul>



	<p>in high traffic areas. Use hardy, wear-resistant plants such as tufty native grass species where possible</p> <ul style="list-style-type: none"> <li>• Incorporate sensory plantings wherever possible</li> <li>• Provide mowing edges to all lawn areas</li> <li>• Provide garden edging at perimeter fence line unless adjoining other garden areas, pathways or pavements</li> <li>• Where possible, utilise pathways and pavements as mowing edges and weed barriers to planting areas</li> <li>• All landscaping shall facilitate good visibility by supervisors</li> <li>• Soften perimeter fencing with light screen planting</li> </ul>
<b>Other Fittings/Furniture</b>	<ul style="list-style-type: none"> <li>• Minimum two (2)-vandal proof hose cocks.</li> <li>• Pool type fencing and external vehicles gate with 4.5m wide opening, secured with a childproof lock. Fencing to comply with LMCC Swimming Guideline, except for height which shall be 1800mm</li> <li>• Provide minimum two (2) bench seats with backrest – locate one adjacent to the rubber soft fall zone and one overlooking the grassed area.</li> </ul>
<b>Lighting</b>	<ul style="list-style-type: none"> <li>• Provide motion activated lighting located to detect movement within and illuminate all of the courtyard area</li> <li>• Provide a manual over-ride switch, housed inside the building: one switch located with controls operating lighting to the front courtyard and a second control within the kitchen</li> </ul>
<b>Other Information</b>	<ul style="list-style-type: none"> <li>• Trafficable vehicle access is required to the sandpit for renewal of sand on a yearly basis. Allow access for a small rigid truck</li> <li>• CCA treated timber is not acceptable for above ground applications in children's play area</li> <li>• Playground and equipment shall comply with AS4486.1 and AS1924.2</li> <li>• Ensure no climbing points at fence lines or where fall zones do not comply</li> <li>• Ensure all taps/hose are provided with appropriate on-site infiltration or s/w connection and do not drain onto activity areas</li> <li>• Use of on-site infiltration should only be selected if adequate drainage can be achieved</li> <li>• Provide a concrete pad where furniture is located in turf areas</li> <li>• Ensure kitchen grease pit is not located within the children's play area</li> <li>• Any use of unit pavements must provide an adequate sub-base to prevent future movement and development of trip hazards</li> </ul> <p>Consider the need for additional fencing to separate play areas for young and older children. Provide if incorporated in design</p>

<b>Area</b>	<b>Car parking and drop off/ pick up zone</b>
<b>Minimum Size</b>	Provide an adequate space for vehicle access, car parking, parent drop off and pick up, and landscaping which complements all elements of the Children's Service.
<b>Functional Relationships</b>	<ul style="list-style-type: none"> <li>• Car parking located near the building entrances</li> </ul>

<b>Use</b>	<ul style="list-style-type: none"> <li>• Disabled car space close to building entrances</li> <li>• To provide safe and welcoming vehicular and pedestrian access from the street and car parking areas to the building</li> <li>• To provide an architectural and landscaped landmark to provide a design, this reflects the function of the building and environs as a space that acknowledged the local history and environment.</li> <li>• To provide a pleasant landscaped setting for the building</li> <li>• To provide buffers between adjoining developments and the street</li> <li>• To provide a 'pedestrian scale' to suit the community function of the building</li> </ul>
<b>Vehicle Access</b>	<ul style="list-style-type: none"> <li>• Driveway access should be minimum 4 metres wide, pavement to meet subdivision code requirements – see Appendix. Allow for maintenance and delivery vehicle access to the outside play space areas.</li> </ul>
<b>Car Park</b>	<ul style="list-style-type: none"> <li>• Provide a minimum of car parking spaces including one (1) mobility parking scheme spaces, pavement subdivision code requirements</li> <li>• Provide refuse collection area</li> <li>• Allow adequate vehicle manoeuvring.</li> <li>• Minimise impermeable pavements where possible and incorporate Water Sensitive Urban Design principles into car park design</li> <li>• Make provision for shade tree planting throughout car park</li> <li>• Provide lighting to AS2890</li> <li>• Provide directional and restriction signs and signposting</li> <li>• Provide line marking in thermal plastic</li> </ul>
<b>Pathways and Paved Areas</b>	<ul style="list-style-type: none"> <li>• At minimum, provide accessible, safe pedestrian links along key pedestrian axis from street frontage to building and from the main car parking areas to public building entrances</li> <li>• Provide a larger expanse of paving at building entrances.</li> </ul>
<b>Landscaping</b>	<ul style="list-style-type: none"> <li>• Landscape design shall reflect local natural environments and plant selection shall be local indigenous species. Native grasses and other indigenous planting is a preferred treatment.</li> <li>• Provide a landscaping design for the street frontage to reflect site location within the approach</li> <li>• provide an informal, natural native landscaping to the site perimeter</li> <li>• provide advanced tree stock (min. 75l) for shade tree planting to the car park, street tree planting to the street frontage, and feature tree planting in the front landscaped garden area.</li> <li>• Make provision for at least one small informal outdoor sitting/waiting area near the main building entrance</li> </ul>
<b>Drainage of Site</b>	<ul style="list-style-type: none"> <li>• Drainage of Building, Carparks, Roads and Site in general to be designated in accordance with Council's Subdivision Code see Appendix J.</li> </ul>
<b>Furniture</b>	
<b>G.P.O's</b>	
<b>Fencing</b>	
<b>Lighting</b>	<ul style="list-style-type: none"> <li>• Provide car park lighting to AS2890.1 (Australian Standard for car parking)</li> </ul>

	<ul style="list-style-type: none"><li>• Incorporate park-style pole type lighting approximately 4.5m high at minimum along key pedestrian accesses from street frontage to building and from the main car parking areas to the public building entrances</li><li>• Lighting to be photo-electric cells and time controlled</li><li>• House all controls for external lighting within building</li></ul>
<b>Signage</b>	Building identification signage to be incorporated in the design and costed as a separate item
<b>Other Information</b>	One (1) vandal proof hose cock to front of building and one (1) vandal proof hose cock at water meter. All drainage pits should be away from paths of travel, verandas and play areas. Grates to AS1428.2.
<b>Possible Additional Works</b>	<p>The following possible additional works must be itemised and quoted separately to the base contract:</p> <ul style="list-style-type: none"><li>• Provide some feature lighting to front landscaped area and building façade, with timers, photoelectric cells, and over-ride on/off switch to control light and costed as a separate item.</li></ul>

## Attachment 7

### St John Oval Works Outline Brief and Concept Design



## **Charlestown Square Development**

Outline Specification for:

St. Johns Oval, Bulla Street, Charlestown

Issue: B

Date: 06<sup>th</sup> March 2006

## **Project Overview**

**Project Description:** Provision of 2 new rugby league playing fields with appropriate sub-soil drainage and perimeter fencing. New amenities building and new grandstand to accommodate Approx. 300 seats and 3 wheelchairs.

New on-grade car park to be provided to accommodate approx. 162 vehicles.

Refer Attachment A for full Outline Specification and Attachment B for concept layout plans

**Project Location:** St. Johns Oval, Bulla Street, Charlestown

**Attachments:** A. – Outline Specification  
B – Concept layout Plans

Attachment A:

Outline Specification

## St Johns Oval, Bulla Street, Charlestown

### SCOPE OF WORKS

- This Scope of Works is to be read in conjunction with the attached marked up Daryl Jackson Robin Dyke Architects Drg. Nos. SK-SJ-01/A & SK-SJ-02/A
- The provision of two new rugby league playing fields. Field No. 1 to be newly turfed with field No. 2 re-using the turf to the existing playing field. All associated drainage to both fields to be provided to appropriate standards. This includes a concrete spoon drain around the perimeter, of field No. 1 only, complete with adequate grates and sumps. Subsoil drainage to be provided beneath the playing surface of both grounds. Field No. 1 to accommodate both senior and junior rugby league games whilst No. 2 field is to be modified in size to accommodate junior games.
- A 900mm high galvanised wire mesh crowd control fence is to be constructed around the perimeter of Field No. 1.
- Both grounds are to be provided with appropriate standard light towers. Field No. 1 is to be illuminated to 100 lux to meet minimum requirements of AS2560.2.3 – 2002 for club competition and match practice. Field No. 2 is to be illuminated to 50 lux to meet minimum requirements of AS2560.2.3 – 2002 for ball and physical training purposes.
- A new 2100mm high wire mesh security fence is to be erected around the entire perimeter of the site in positions as shown on the drawings with pedestrian and vehicle gates provided where shown.
- New line marked and drained carpark, accommodating up to 162 vehicles, is to be developed adjacent to Bulla Street. This carpark is to be adequately illuminated of an evening as per council's requirements. Disabled persons car parking bays are to be provided in accordance with the codes.

### Amenities Building

- A new amenities building (approximate size 16m x 35m amenities in area) is to be constructed at the southern end of the ground in the position as shown containing the following:
  - Four new change room areas for players with timber bench seating. Both change rooms are to be stretcher accessible with non-slip floors.



- Associated toilets and shower areas are to be provided for the players with adequate hot water storage capacity. All change rooms, toilets and showers are to be mechanically ventilated. All shower cubicle floors and walls are to be tiled.
- 2 massage / preparation rooms each with 2 hand basins and associated equipment storage rooms off these.
- Referees and linesmen's' change rooms with associated toilets, showers and bench seating (the room is to be mechanically ventilated).
- A medical room with stretcher access, a hand basin and medical cabinet.
- A groundsman's enclosure for storage of equipment with roller shutter doors at the rear of the building having direct access to the service road.
- New male and female public toilets with dual flush WC's, hand basins, urinals and other associated facilities to meet council's requirements. Both these areas are to be mechanically ventilated.
- A unisex disabled persons WC that complies with the relevant codes and standards (mechanically ventilated).
- A cleaner's store with cleaners sink.
- 2 new kiosk areas with laminate counters, lockable roller shutters to public serveries and an appropriate number of power points with adequate power capacity to accommodate refrigerators, microwaves, pie warmers and other equipment etc, that may be required by the football club. All internal walls to be fully rendered and paint finish with tiled floors and coving to floor/wall junctions as per council health regulations with one hand basin per kiosk. One kiosk will be utilised to serve food and soft drink with the other utilised as a liquor outlet.

#### Generally

- All doors to be solid core throughout with galvanised steel door frames.
- All light fittings to be vandal-proof, energy efficient lights to provide a general level of illumination that complies with the relevant codes.
- Adequate drainage is to be provided to all wet areas, kiosks and massage areas, as per the code requirement inside the amenities building.
- All shower areas are to be fully tiled throughout.
- Ceilings throughout are to be set joint villaboard (or moisture resistant).
- The roof is to be colorbond metal deck roofing laid on prefabricated timber roof trusses. The roof is to be insulated to comply with the relevant codes
- A reinforced concrete apron to engineers' details is to extend out approximately 3m beyond the body of the main building on all sides except at the rear of the building.
- Adequate hose cocks are to be provided for cleaning purposes, both internally and externally (hose down provisions).
- The concrete apron around the perimeter of the amenities building is to be fully covered by the roof structure and hence protected from inclement weather.

## New Grandstand

- The provision of a new structural steel and reinforced concrete tiered grandstand, with cantilevered metal deck roof that extends over the full extent of the structure. The structure is to be provided in a central location, overlooking field No. 1 where shown on the drawings. It is to be capable of accommodating up to 300 spectators under cover at any one event. The dimensions of the grandstand are to be approximately 35m long x 6m in depth. Public access is to be gained via the front of the grandstand. A RC apron is to be provided from the front of the grandstand to the spectator fence line. The grandstand is to allow access for disabled or elderly persons, via a ramp (as per code requirements) to be located at the southern extremity of the grandstand, leading up to a disabled persons platform, capable of accommodating up to 3 wheelchair spectators. Railings are to be installed throughout as per code requirements.
- The grandstand is to have aluminium bench seating secured as per manufacturer's recommendations to the concrete tiers. There are to be 5 concrete tiers in total with cone steps in between.
- All spectator aisles and tiers/steps are to be constructed in accordance with the relevant codes, so as to provide good sight lines as well as safe access to and from seats. Tactile indicators and handrails are to be provided where required in accordance with the codes.
- The entire grandstand area is to be appropriately illuminated to provide adequate levels of lighting for spectators attending events that are held of an evening.
- The rear of the grandstand is to be clad in an appropriate material, as selected by the architects, which is capable of accommodating advertising signage and the spectator seating area is to be adequately ventilated to allow natural cross flow ventilation.
- The earth embankment at the rear of the grandstand is to be appropriately landscaped with groundcovers and medium size shrubs that do not obscure any future advertising or sponsor signs that may be placed at the rear of the stand.
- The immediate surrounds and pathways leading to and from the grandstand are to be illuminated, as per council or code requirements, to provide safe movement and/or circulation of spectators at evening events.
- The entire grandstand structure is to be reasonably weatherproof and adequate stormwater drainage is to be provided from the roof area via downpipes that are to discharge into the site stormwater drainage system.

### General Ground Works

- A reinforced concrete pedestrian path (broom finish) is to be provided where shown around the perimeter of field No. 1 to assist with the movement of both able and disabled patrons at matches. This path will primarily connect the amenities building and the grandstand, providing ease of movement between the grandstand and the amenities building.
- Earth spectator mounds are to be provided either side of the main grandstand structure on the western side of Ground No. 1. The spectator mounds are to be fully turfed. Spectator mounds are to be constructed such that the angle or slope of the mound, which accommodates spectators, conforms with the standards that are applicable for such areas.
- A separate turfed spectator mound is to be provided on the eastern side of field No. 1 between field No. 1 and field No. 2. This spectator mound will allow spectators to view games that are taking place on either field No. 1 or No. 2.
- Field No. 2 to be constructed at a level, which is approximately 2400mm lower than field No. 1.
- The eastern side of field No. 2 is to have a 6m high wire mesh security fence running along the full length of the field as shown on the drawings to prevent footballs from being kicked into the bushland beyond.
- All areas surrounding new playing fields that do not form part of a concrete pedestrian path network are to be turfed with grass. (Refer to drawings).
- All carpark areas and internal roadways are to be provided with concrete kerbs and gutters to council requirements.
- The perimeter of both grounds are to be adequately landscaped.
- All doors to all buildings are to be master keyed with deadlocks as required.
- All external window areas are to be provided with vandal-proof security bars. All windows to be clear anodised. All roller shutter doors are to be lockable and of a selected colorbond finish, unless indicated otherwise.
- Both playing surfaces will be formed up so that adequate fall is provided for the grounds to drain effectively into all four corners.

- Provision has been made for all general ground and traffic signage as may be required either by current regulations or by council.

## Exclusions

- Two new public ticket boxes (approximately 2.0m x 3.0m) in area, locations as per the details shown on the drawings.
- A new two-storey scoreboard and public address building on the Eastern side of field No. 1 in the position as shown on the drawings. Located on top of the turfed spectator mound.
- Players/officials 'dug outs' or covered areas (refer to drawings) located either side of the main spectator grandstand, outside of the general playing area where shown on the drawings.
- External hose cocks around the perimeter of both grounds for irrigation purposes.

Attachment B:

Concept Layout Plans

/ SK-SJ-02

/ SK-SJ-02

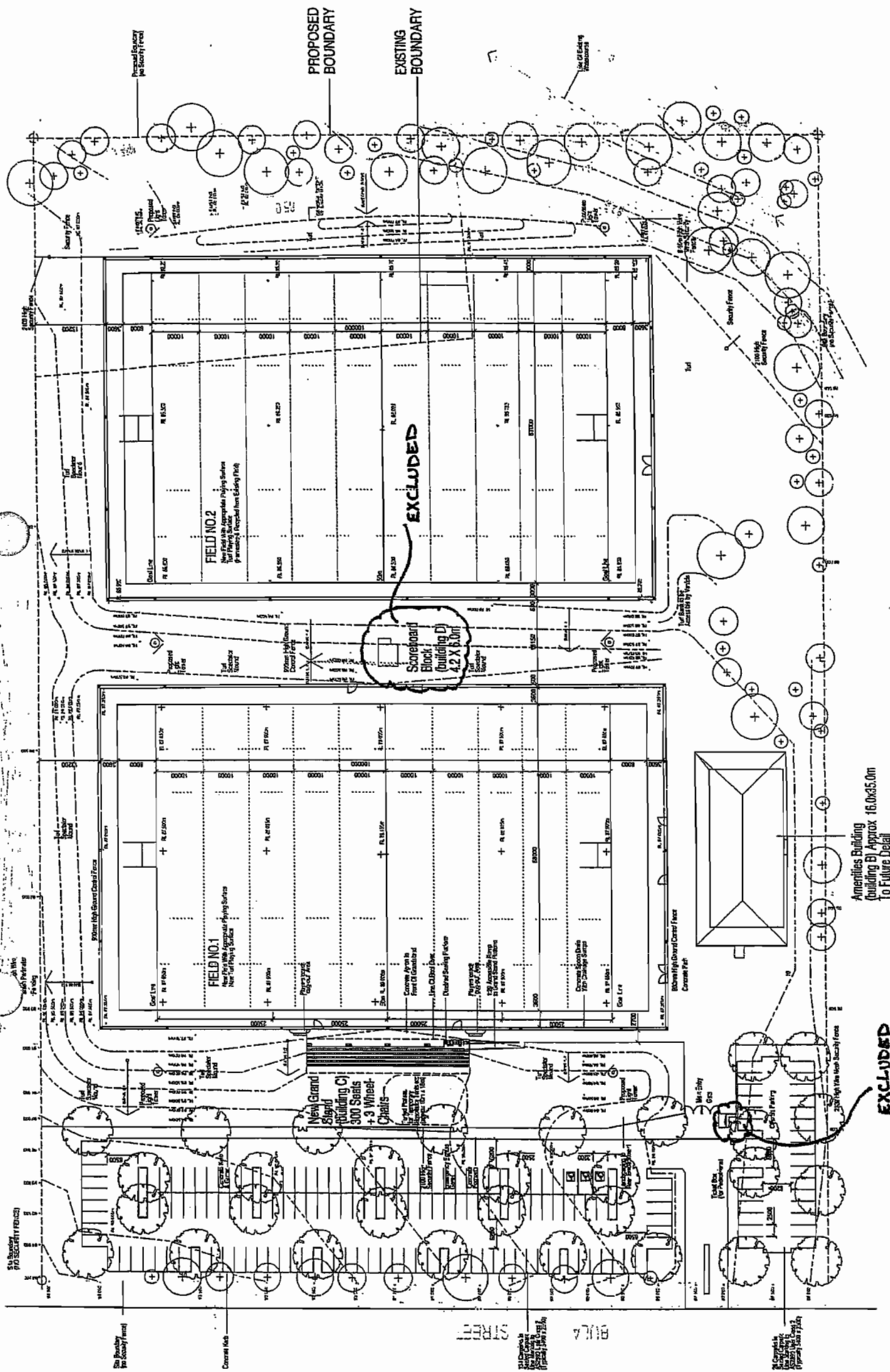
/ SK-SJ-02

/ SK-SJ-02

/ SK-SJ-02

= 60x101 = 161 Spaces  
31 For Stand

= 134x28 = 162 Spaces



DRAFT

01. Northern End of Field

02. Mid Field

03.

04. Southern End of Field

05. Southern Boundary

06. N-S @ Western Carpark Zone

07. N-S Existing Field

08. N-S @ East of Site

DRAFT

## Attachment 8

### Charlestown Oval Works Outline Brief and Concept Design



## Charlestown Oval Amenities building – Outline specification

### General Principle :

The principle in replacing the existing Charlestown Oval amenities building is that the existing facility will be relocated to a location on Charlestown Oval agreed between the users of Charlestown Oval , Council and GPT.

The existing facilities will be replaced with new duplicate facilities in the agreed location.

A survey of the existing facility will be the basis for determining the dimensions scale and inclusions of the new facility , and to be agreed by Council and GPT.

Plans and specifications of the new facility will be prepared by GPT.

### 1. Conceptual Functional Area brief :

A) Change room facilities for use by both cricket and soccer clubs – to include WC and shower facilities (indicatively 2 change room areas with 1 WC and 2 shower facilities)

Change room WC and shower facilities to be provided in individual cubicles.

Change room to be provided with perimeter bench seating.

Change rooms to have natural cross flow ventilation through high level aluminium louvres and natural illumination via alsynite type skyline.

B) Canteen – typically to comply with intent of AS4674-2004:Construction & fitout of food premises. ie generally constructed to avoid pest infestation – set ceilings / solid walls / covered floor – wall junction / set bulkhead to roller shutter / shelving to be on framing rather than typical kitchen cupboard carcass , etc.

Sink with hot and cold water.

Tiled floor and covered skirting with painted flush rendered walls (ie no lip to top of skirting).

All catering equipment – ie fridges , ovens , pie warmer , and dishwashers etc not provided by GPT , provided by others.

C) Public amenities - 2 of shared accessible toilets to be provided.

Accessible WC to comply with AS1428.

Walls to be finished with painted render and floor to be sealed concrete.

D) Verandah – 2400 cantilevered roof overhang to be provided in front of change rooms with bench seating.

E) Two store rooms , one each for soccer and cricket.

Store rooms to have roller shutter doors .

F) A referees room with single WC.

G) Finishes and Fittings – typically to be vandal resistant.

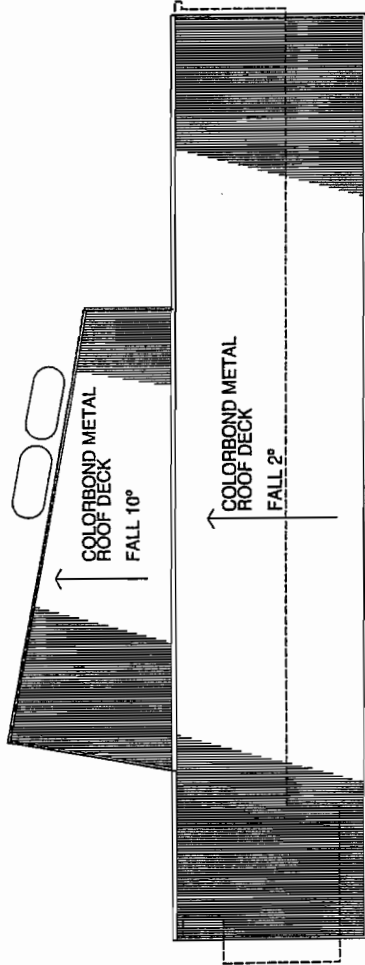
Hot water system for to cater for 4 showers , canteen and public amenities (simultaneous) or coin operated hot water system to showers and smaller hot water system only for canteen.

## 2. Outline specification :

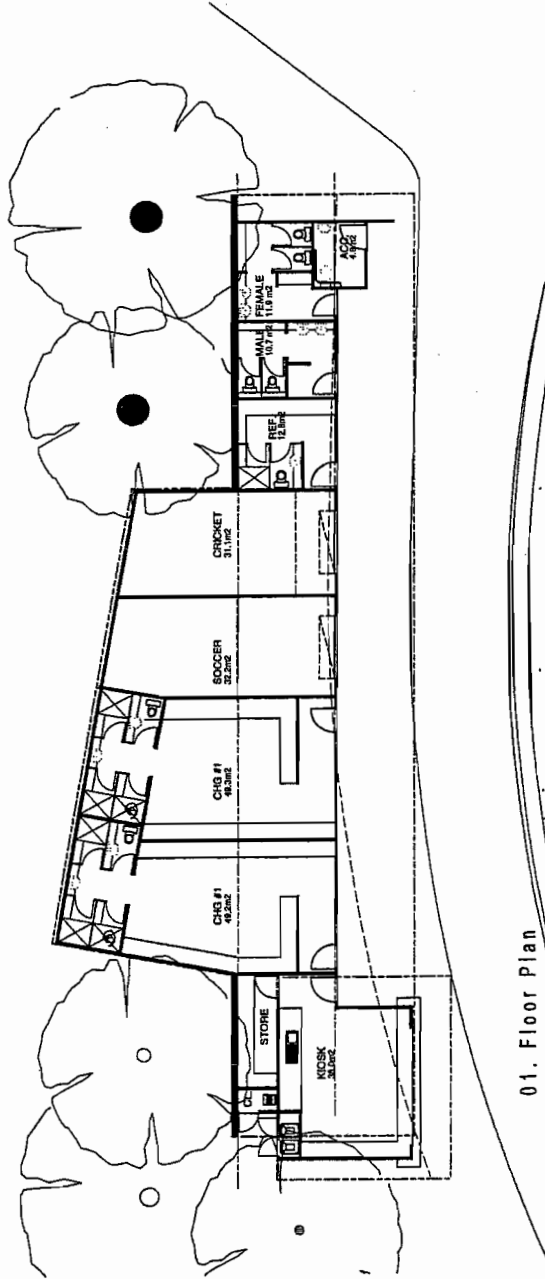
Element	Description
Floor - internal typical	Concrete slab with integral steel float finish with concrete sealer applied.
Floor – external paving slab	Concrete slab with integral non slip broom finish.
Floor wet areas	Concrete slab with 50mm set down for membrane, screed and tile finish. Tiles to be fully vitrified of suitable slip resistance for public amenities.
Floor to Public amenities	Concrete slab with integral steel float finish with concrete sealer applied.
Walls – typical external face to 2100	Bagged rendered and painted blockwork walls with anti graffiti finish over paint.
Walls – to public amenities	Bagged rendered and painted blockwork walls with anti graffiti finish over paint.
Walls – typical wet area to 2100	Ceramic wall tiling to 2100
Walls - above 2100 external	Either horizontal prefinished metal

	wall cladding (miniorb) or as required fixed aluminium louvres for ventilation.
Walls – above 2100 internal	Set WR plasterboard or villaboard wall lining
Walls to public amenities	Painted cement render
ventilation	Natural ventilation typically by fixed aluminium louvre located above 2100 high.
Door frames	Steel with paint finish.
doors	Solid core with paint finish
Roller shutter	Prefinished steel roller shutter with anti vandal edge track guards. Canteen roller shutter to have set internal bulkhead in accordance with food premises code.
Roofing ,typical	Prefinished spandek roof sheeting,with insulation and sarking on light steel frame.
Roofing , skylights	Alsynite roof sheeting to match spandek.
Roofing , eaves	Fibre cement sheeting with expressed / shadowline jointing.
Roof , exposed structure	Hot dipped galvanised finish to prefabricated steel bracing support for cantilever awning/verandah.
Roof , plumbing	Prefinished colourbond metal gutters and downpipes.
Shower / WC cubicles partitioning	Either terrazzo partitions or heavy duty compressed FC partitions with paint finish.
Bench seating - internal	Hardwood slats on steel frame.
Bench seating - external	Aluminium bench seats on steel leg support.
fixtures	Typically anti vandal fittings and fixtures
Hand basins	RBA group stainless steel basin A8889.1EB
WC's	RBA group stainless steel pans A8847 or A8847dis.
Canteen bench	Laminated roll formed benchtop
Canteen shelving	Laminated on framing in accordance with AS4674

# CHARLESTOWN OVAL WORKS : CONCEPT DESIGN



02. Roof Plan



01. Floor Plan



DARYL JACKSON ROBIN DYKE PTY LTD

Proposed Redevelopment Charlestown Square  
Charlestown Oval Redevelopment

Amenities Building - Plans + Sections

DA-4-101/15

Date: 27.11.08

Scale: 1:100 ON A1

Scale: 1:200 ON A3



Revised 27/11/08

## Attachment 9

### New Community Room Outline Brief and Concept Design

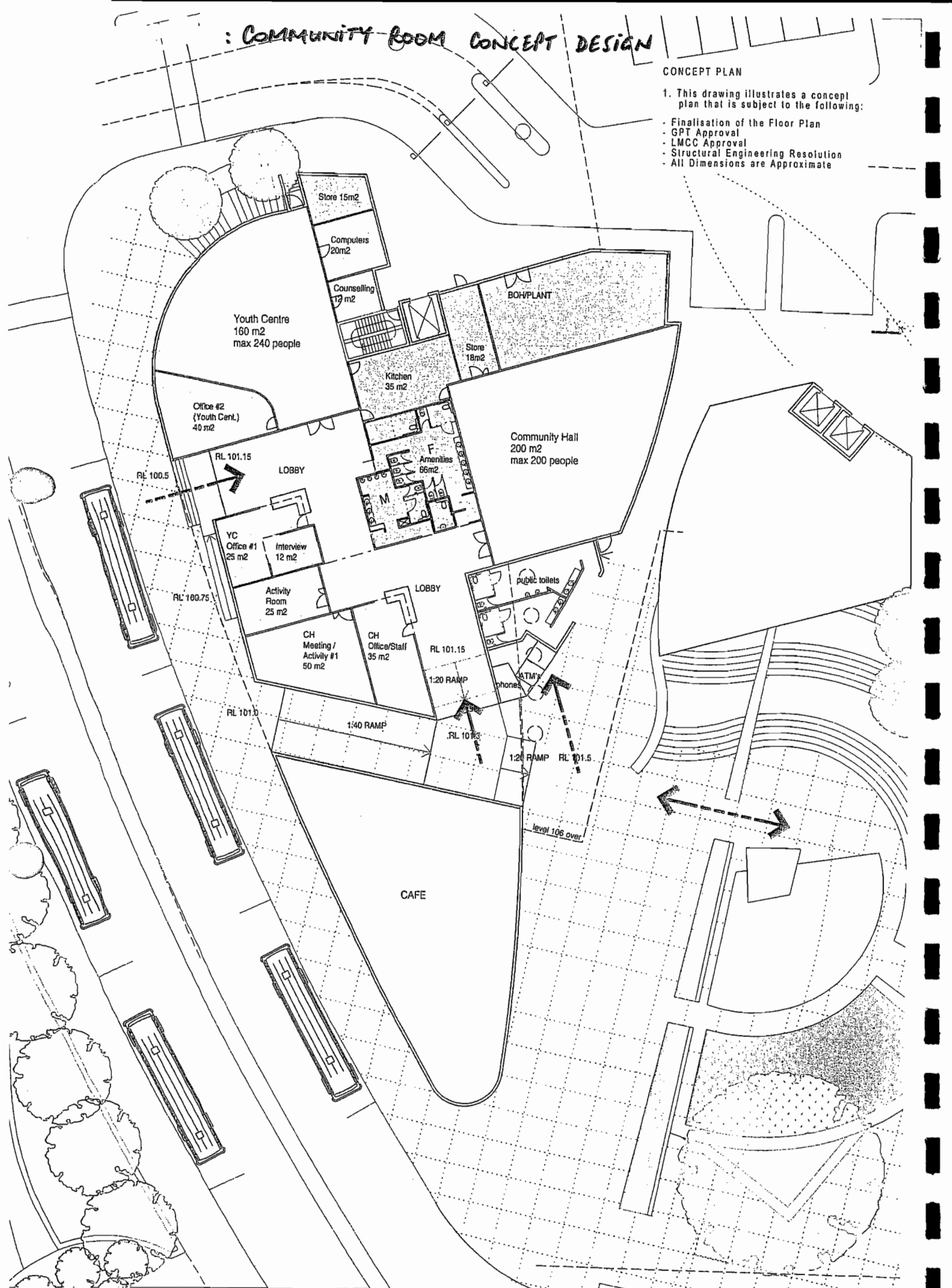
---

# : COMMUNITY ROOM CONCEPT DESIGN

## CONCEPT PLAN

1. This drawing illustrates a concept plan that is subject to the following:

- Finalisation of the Floor Plan
- GPT Approval
- LMCC Approval
- Structural Engineering Resolution
- All Dimensions are Approximate



# **New Community Room Outline Brief**

## **Functional Design Brief for Charlestown Community Centre (CCC)**

**May , 2006.**

### **Background and History**

Lake Macquarie City Council is to reestablish the Community Centre at Charlestown. The Centre will not only replace the existing community room located at Charlestown Square, but also cater for the future needs of the general community from the eastern Lake Macquarie Planning Sector.

### **Aims:**

To design a community centre to:

1. replace the community meeting room currently located at Charlestown Square in order to meet the needs of the current users of this facility. This will at GPT's cost.

### **Objectives:**

A. To provide a facility that will serve the needs of the following programs (both current and planned/anticipated):

- Musical activities and lessons
- Art classes
- Educational and tutoring programs
- Exercise and dance classes
- Youth drop-in programs
- Counselling and support services
- Cooking and hospitality programs
- Health programs (including immunisation clinics)
- Computer classes

B. for the facility to comprise the following areas:

- Entry foyer / lobby
- Community Hall
- One Activity/meeting room
- Office / staff room
- (Kitchen and toilet included in Youth Centre brief and to be shared with the Community Centre)

- C. For all public areas such as the Main Hall, and meeting/activity rooms to be able to be licensed as a Public Place of Entertainment once completed. Council to apply for licence at its cost.

## **NEW COMMUNITY ROOM OUTLINE BRIEF**

### **Design Features Required:**

The following features are required to be incorporated into the design of the Community Centre:

1. Disability access to all areas of the centre;
2. Security – different parts of the centre will be used at certain hours (eg the Community Hall will frequently used on weekends) and will therefore need to be able to secure the remaining parts of the building;
3. Loading / unloading facilities located close to the Centre, with access to docks used by other occupants of the shopping centre; and
4. Air conditioned and heated throughout.



## NEW COMMUNITY ROOM OUTLINE BRIEF

### Room Data Sheets – Brief Details

*In accordance with the recommendations of the Charlestown Square Representative Group, GPT are required to design and construct a community centre to Council's satisfaction, of at least 284m<sup>2</sup> to replace the community room located in the centre. These rooms, which will fulfil the first Aim identified in this Design Brief, and will be at cost to GPT, are to include:*

#### Entry Foyer / lobby

Minimum Size	20m <sup>2</sup>
Functional Relationships	Accessible from Street / Mall
Use	To provide pleasant area for those entering the centre. Community Notice boards/information stands. Able to be used as a registration area for functions
Notes	

#### Community Hall

Minimum Size	200m <sup>2</sup>
Functional Relationships	Accessed from Entry foyer / lobby
Use	To provide for seating for 120 people (rows) or 100 people (tables). For use for conferences, large public gatherings/meetings and events.
Notes	Storage cupboards required

#### Activity / Meeting Room 1

Minimum Size	50m <sup>2</sup>
Functional Relationships	Accessed from entry foyer / lobby
Use	For use of meetings (30 people at tables) and activities
Notes	Storage cupboards required

#### Office / staff room

Minimum Size	35m <sup>2</sup>
Functional Relationships	Accessed from Community hall
Use	For use for meetings or staff discussions.
Notes	Storage cupboards required

Toilet Facilities and Kitchen - refer to Youth Centre brief

Minimum area	As per Youth Centre brief
Functional Relationships	The toilet and kitchen facility are located adjacent to the Youth centre and will be shared with the Community Room
Use	Toilet and kitchen for users of the Youth and Community Centre
Notes	To include disabled toilets and parent's change facilities

The general standard of fitout will be consistent with an office standard of fitout. GPT will be responsible for internal fitout (floor finish, partitions, ceiling, general lighting to an open plan layout, air conditioning to an open plan layout, sprinklers to an open plan layout, power points to each room, water to a point, telecommunications lines to a point, internal painting to include two coats of paint, storage cupboards and signage)

Council will be responsible for all fixtures, fittings and equipment and modification to all services to suit their operational requirements.

## Attachment 10

### New Youth Facility Outline Brief and Concept Design

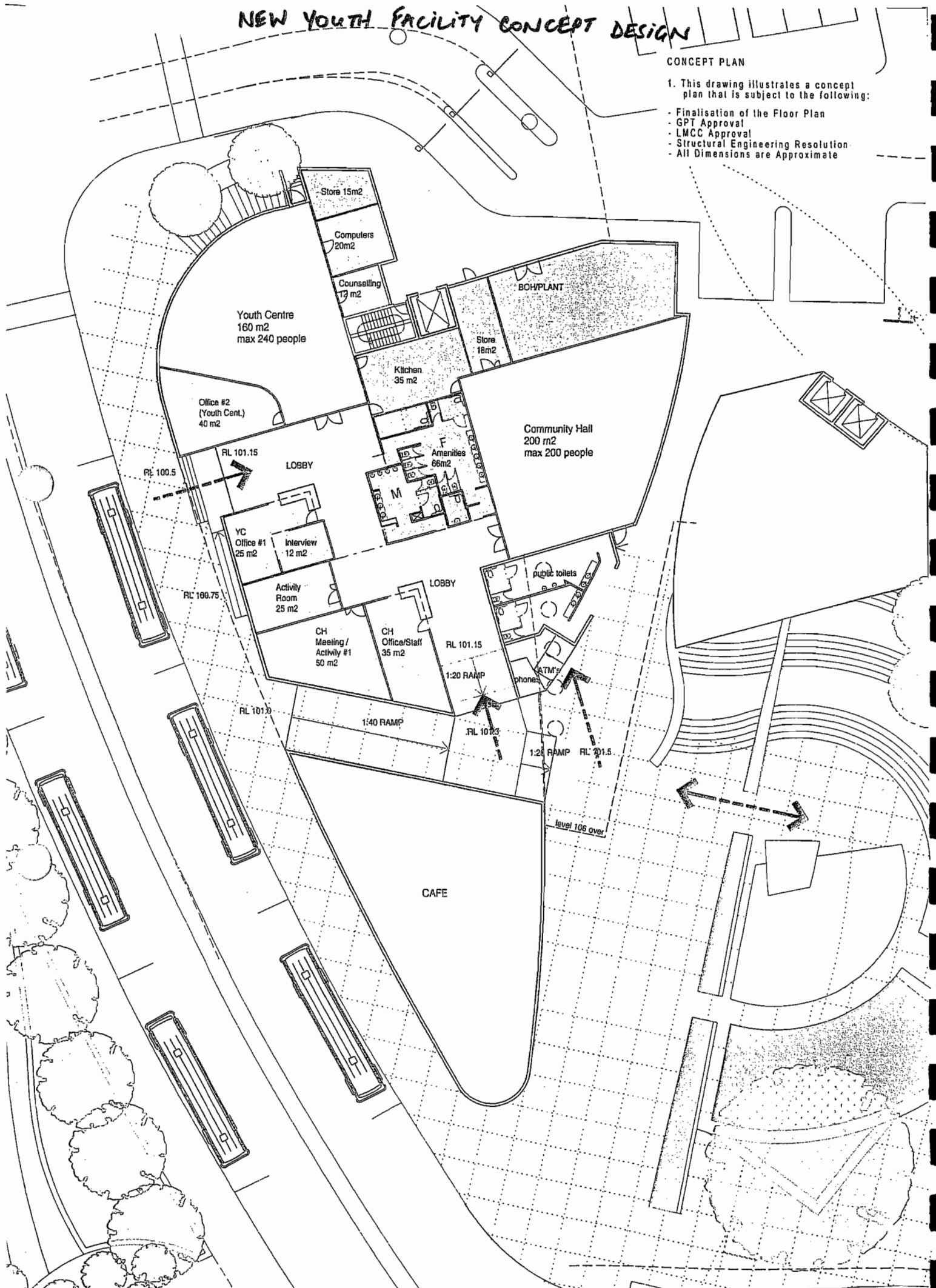
---

# NEW YOUTH FACILITY CONCEPT DESIGN

## CONCEPT PLAN

1. This drawing illustrates a concept plan that is subject to the following:

- Finalisation of the Floor Plan
- GPT Approval
- LMCC Approval
- Structural Engineering Resolution
- All Dimensions are Approximate



## **New Youth Facility Outline Brief**

### **Functional Design Brief for Charlestown Youth Centre (CYC)**

**May, 2006.**

#### **Background and History**

Lake Macquarie City Council is to establish a Youth Centre at Charlestown. The Centre will cater for the future needs of young people and the general community from the eastern Lake Macquarie Planning Sector. In accordance with the recommendations of the Charlestown Square Representative Group, General Property Trust (GPT) will provide this youth facility (subject to agreed commercial terms) within the proposed redeveloped and extension of Charlestown Square.

#### **Aims:**

To design a community centre to:

1. Provide a facility to cater for the needs of young people and the expanding population in the eastern Lake Macquarie Planning sector. This will be at cost to Council.

#### **Objectives:**

A. To provide a facility that will serve the needs of the following programs:

- Musical activities and lessons
- Art classes
- Educational and tutoring programs
- Exercise and dance classes
- Community and religious meetings/gatherings
- Youth drop-in programs
- Counselling and support services
- Health programs
- Computer classes
- Movie nights and dance parties (limited to small numbers , alcohol free and to finish by midnight).

B . For the facility to comprise the following areas:

- Entry foyer / lobby
- Youth Drop-in space
- Kitchen
- Program / activity area

- Computer room
- Interview / consulting room.
- Two Office areas
- Toilet facilities
- Storage area

C.For all public areas such as the Main Hall, Youth Drop-in Space, and meeting/activity rooms to be able to be licensed as a Public Place of Entertainment once completed.Council to apply for licence at its cost.

The following features are required to be incorporated into the design of the Youth Centre:

1. Disability access to all areas of the centre;
2. Security – different parts of the centre will be used at certain hours (eg the Youth Drop-in Space will frequently be used after hours.) and will therefore need to be able to secure the remaining parts of the building;
3. Loading / unloading facilities located close to the Centre, with access to docks used by other occupants of the shopping centre; and
4. Air conditioned and heated throughout

*In order to fulfil the second aim of providing a facility, at a cost to Council, to cater for the needs of young people and the expanding population in the eastern Lake Macquarie Planning sector; the required rooms include:*

#### Youth Drop-in Space

Minimum Size	160m <sup>2</sup>
Functional Relationships	Accessed from Entry foyer/lobby. Additional separate entrance required from street/mall (to allow entry/exit after hours)
Use	For youth drop-in programs (including after hours use) with pool tables, lounges, tables
Notes	Space to include a wet-area. Storage cupboards required.  Bicycle racks required outside entrance and able to be viewed from within the youth drop-in space.

#### Entry Foyer / lobby

Minimum Size	20m <sup>2</sup>
Functional Relationships	Accessible from Street / Mall
Use	To provide pleasant area for those entering the centre. Community Notice boards/information stands. Able to be used as a registration area for functions
Notes	

## NEW YOUTH FACILITY OUTLINE BRIEF

### Program / Activity Area

Minimum Size	25m <sup>2</sup>
Functional Relationships	Accessed from entry foyer / lobby
Use	For use of meetings (15 people at tables) and activities
Notes	

### Computer Room

Minimum Size	20m <sup>2</sup>
Functional Relationships	Accessed from entry foyer/lobby
Use	For use to run computer workshops – to contain 8 computers
Notes	Good surveillance of this area is required to deter break-ins.

### Office Space 1

Minimum Size	25m <sup>2</sup>
Functional Relationships	Accessed from entry foyer/lobby
Use	For permanent use – 2/3 desks and storage
Notes	

### Office Space 2

Minimum Size	40m <sup>2</sup>
Functional Relationships	Adjacent to Youth Drop-in space
Use	Office space for Youth Centre workers (4 desks and storage)
Notes	Glass walls between office and youth drop-in space to allow for surveillance

### Interview / Consulting Room

Minimum Size	12m <sup>2</sup>
Functional Relationships	Accessed from Entry foyer/lobby. Locate adjacent to Office Space 1
Use	For use as an interview or counselling room, or as temporary office
Notes	

## NEW YOUTH FACILITY OUTLINE BRIEF

### Storage Area

Minimum Size	12m <sup>2</sup>
Functional Relationships	Accessed from Youth Drop-in space
Use	For use to interview/counsel clients of Youth Centre
Notes	Glass wall between Room and youth Drop-in space to allow for surveillance (fitted with curtains/blinds to enable privacy when needed).

### Kitchen

Minimum Size	35m <sup>2</sup>
Functional Relationships	Access to community hall, youth drop-in space and to other areas of centre. To be shared with the Community Centre.
Use	Kitchen for catering of events and to be used for hospitality courses.  Equipment from the existing Community rooms to be re-used in the new Community centre.
Notes	To include walk-in pantry with storage shelves

### Toilet Facilities

Minimum Size	As per Australian standards
Functional Relationships	Able to be accessed from all areas and to be shared with the Community Centre.
Use	
Notes	To include disabled toilets and parent's change facilities  Access able to be restricted from all areas apart from youth drop-in space (to prevent access to all parts of community centre when only youth drop-in space in use after hours)

The general standard of fitout will be consistent with an office standard of fitout. GPT will be responsible for internal fitout (floor finish, partitions, glass partitions to computer room, ceiling, general lighting to an open plan layout, air conditioning to an open plan layout, sprinklers to an open plan layout, power points to each room, water to a point, telecommunications lines to a point, internal painting to include two coats of paint, storage cupboards and signage, cupboards /bench and double sink to kitchen, full fitout of toilets.

Council will be responsible for all fixtures, fittings and equipment and modification to all services to suit their operational requirements.



Freehills

## Attachment 11

### New Community Room Lease

---

# NEW COMMUNITY ROOM LEASE

Form: 07L  
Licence: 98M111  
Edition: 0103

## LEASE

New South Wales  
Real Property Act, 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** this information is legally required and will become part of the public record

### STAMP DUTY

Office of State Revenue use only

### (A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Volume 8625 Folio 77

PART being «CentreShop» Charlestown Square Shopping Centre, Pearson Street, Charlestown

### (B) LODGED BY

Delivery Box

168H

Name, Address or DX and Telephone

**CARROLL & O'DEA – LAWYERS**

**LLPN: 123098 Q**

19th Floor, 111 ELIZABETH ST, SYDNEY

DX 183 SYDNEY PHONE 9291-7100

FAX: 9221-1117

Reference (optional): «SolicitorID»:«MatterNo»

CODE

L

### (C) LESSOR

GPT RE Limited (ABN 81 065 027 868)

The lessor leases to the lessee the property referred to above.

### (D)

Encumbrances (if applicable): 1. 2. 3.

### (E) LESSEE

Lake Macquarie City Council (ABN 27 107 426 504)

### (F)

TENANCY:

### (G) 1. TERM

5 years

### 2. COMMENCING DATE

«TermCommDate»

### 3. TERMINATING DATE

«TermExpiryDate»

4. With an **OPTION TO RENEW** for a period of 5 + 5 + 5 + 5 + 5 years set out in

5. ~~With an **OPTION TO PURCHASE** set out in~~

6. Together with and reserving the **RIGHTS** set out in **ANNEXURE "A"**

7. Incorporates the provisions or additional material set out in **ANNEXURES "A"** hereto

8. ~~Incorporates the provisions set out in **MEMORANDUM** filed in the Land and Property Information New South Wales as No~~

9. The **RENT** is set out in item 10 of Reference Schedule

DATE ..... / ..... / .....  
dd mm yyyy

**SEE ANNEXURE HERETO FOR EXECUTION BY LESSOR AND LESSEE**

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of Lessor:

Name of witness:

Address of witness:

**Note: where applicable, the lessor must complete the statutory declaration below.**

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of Lessee:

Name of witness:

Address of witness:

(I) **STATUTORY DECLARATION**

I .....

solemnly and sincerely declare that -

1. The time for the exercise of option to renew/option to purchase in expired lease No ..... has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of .....

on ..... in the presence of-

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

**“A”**

## **Charlestown Square**

### **New Community Room Lease**

---

This is the **lease** covering your occupation of retail **premises** in the **centre**. It sets out the agreement between you and us, including many of your rights and obligations to us concerning the **premises** and the **centre**. It also sets out many of our rights and obligations to you.

We own the **centre**, which is operated and managed by our **manager**. Our **manager** can do anything on our behalf.

---

Date of Lease

Lessee                      Lake Macquarie City Council

Shop Number              «CentreShop»

# CONTENTS

<b>NEW COMMUNITY ROOM LEASE</b> .....	5	38. If we breach the lease.....	11
<b>PART A: DEFINITIONS OF WORDS USED</b> .....	5	39. What we may do if you breach the lease....	11
1. Meaning of words.....	5	<b>PART M: NOTICES</b> .....	12
<b>PART B: LENGTH OF THE LEASE</b> .....	6	40. Notices to be in writing.....	12
2. Commencement and expiry.....	6	41. Serving notices.....	12
3. Option to renew.....	6	<b>PART N: OTHER MATTERS</b> .....	12
4. Monthly tenancy.....	6	42. Individual and joint liability.....	12
<b>PART C: WHAT YOU MUST PAY US</b> .....	6	43. Validity of manager's actions.....	12
5. What you must pay us.....	6	44. Validity of our documents.....	12
6. Interest, bank fees and costs.....	6	45. Interpretation.....	12
7. Adjustments, errors.....	7	46. Legislation.....	13
<b>PART D: RENT</b> .....	7	47. Disclosure and representations.....	13
8. You must pay us rent.....	7	<b>PART O: CENTRE RULES</b> .....	14
<b>PART E: YOUR OBLIGATIONS GENERALLY</b> .....	7	<b>REFERENCE SCHEDULE</b> .....	17
9. You must obey the law.....	7		
10. Using the lease as security.....	7		
11. Using the common area.....	7		
12. Your behaviour/No smoking.....	7		
13. You must fix damage.....	7		
<b>PART F: YOUR OBLIGATIONS CONCERNING THE PREMISES</b> .....	7		
14. Using the premises.....	7		
15. Dealing with the premises.....	7		
16. Maintaining the premises and your property.....	8		
17. Altering the premises.....	8		
18. Occupational health and safety.....	8		
19. When the lease ends.....	9		
<b>PART G: OUR RIGHTS AND OBLIGATIONS</b> .....	9		
20. Our management.....	9		
21. We must obey the law.....	9		
22. We must maintain the centre.....	9		
23. Your quiet enjoyment.....	9		
24. Services.....	9		
25. We may enter the premises.....	9		
26. We may do things on your behalf.....	10		
27. Giving our consent or approval.....	10		
<b>PART H: REPAIRS OR BUILDING WORK</b> .....	10		
28. We may do any repairs or building work.....	10		
29. When we do repairs or building work.....	10		
<b>PART I: IF THE CENTRE OR PREMISES ARE DAMAGED, DESTROYED OR RESUMED</b> .....	10		
30. If damaged or destroyed.....	10		
31. If resumed.....	10		
<b>PART J: RISKS AND INSURANCES</b> .....	10		
32. You must have insurance.....	10		
33. You release and indemnify us and the manager.....	11		
34. Our liability is limited.....	11		
<b>PART K: CENTRE RULES</b> .....	11		
35. Centre rules.....	11		
<b>PART L: BREACH OF THE LEASE</b> .....	11		
36. How you breach the lease.....	11		
37. If you breach the lease.....	11		

# NEW COMMUNITY ROOM LEASE

## Part A: Definitions of words used

### 1. Meaning of words

#### 1.1. In the lease:

- we, us, our** means a person described in **item 5**. Where relevant, it includes the **manager**, our employee, or any person we authorise.
- you, your** means a person described in **item 6**, and where relevant, includes your employee, agent, or any person you allow on the **premises** or any employee or agent you allow in the **centre**.

#### 1.2. In the lease, words marked in **bold** have the following meaning:

- centre** means the **land** and the retail shopping and commercial centre described in **item 2** situated on the **land**, and includes the **premises, common area**, buildings, structures, and property we own or control.
- common area** means the areas of the **centre** we provide for common use, and includes car parking areas, footpaths, access ways, entrances, stairs, elevators, toilets, and loading docks.
- item** means an item in the reference schedule.
- land** means the land in **item 3** together with any adjoining land we use at any time for the purposes of the **centre**.
- lease** means this lease, the reference schedule, and the **centre** rules and any annexures. Where relevant, it includes the food rules.
- manager** means any **manager** we appoint from time to time to manage the **centre**. Where relevant, it includes the **manager's** employee, or any person the **manager** authorises.
- premises** means the premises described in **item 1** and includes our property within the **premises**. It includes the area from the upper surface of the concrete slab of the floor to either:
- (a) where there is no suspended ceiling, the under surface of the concrete slab of the ceiling or roof; or
  - (b) where there is a suspended ceiling, the upper surface of the suspended ceiling (including suspension system),
- and to the inside surface of the walls.
- retail legislation** means the Retail Leases Act 1994 (NSW).
- shopfront** means the front of the **premises** and includes any glazing, signage, lighting, roller-shutters, counters, dwarf walls, bag rails, foot rails, skirting and the ceiling infill zone.
- trust** means the trust in **item 13**.
- your property** means your property inside the **premises** which you own or lease and includes your fixtures, fittings, signs, equipment, goods, and if you own or lease it, the **shopfront**.

---

## Part B: Length of the lease

### 2. Commencement and expiry

2.1. We lease the **premises** to you for the term in **item 7**. The **lease** begins on the commencement date in **item 8**. It ends at midnight on the expiry date in **item 9**.

2.2. Where no further term is set out under this **lease**:

- (a) At least 6 months and not more than 12 months before the expiry date, we must tell you by a notice:
  - (i) if we will renew the **lease**, and on what terms; or
  - (ii) if we will require you to vacate the **premises** on the expiry date.
- (b) After we give you a notice under sub-clause 2.2(a), you must tell us by a notice at least 3 months before the expiry date if you agree to renew the **lease** and:
  - (i) accept our terms; or
  - (ii) want to negotiate different terms.
- (c) if you do not tell us, or if you and we do not agree on the terms, the **lease** ends on the expiry date.

### 3. Option to renew

3.1. At least three (3) months but no more than six (6) months before the expiry date, you must tell us by notice that you wish to lease the **premises** for the further term specified in **item 7(b)**.

3.2. If you give us a notice under clause 3.1, you must take and we must give you a lease of the **premises** for the further term which is subject to such provisions as we may reasonably require having regard to the nature of the provisions usually found in leases of similar **premises** owned by us or managed by the manager at that time, but excluding this or any similar option and in the lease for the further term shall provide:

- (a) that **item 7(a)** will be completed by inserting the term in **item 7(b)** of this lease and **item 7(b)** will state "nil";

- (b) that **item 10(a)** will be completed by inserting the amounts in **item 10(b)** of this lease;

3.3. If you do not give us the notice under clause 3.1 the lease ends on the expiry date.

3.4. Despite clause 3, you are not entitled to a lease of the **premises** for the further term unless you have:

- (a) paid on time the rent and other money payable under the lease; and
- (b) obeyed the lease up to the expiry date.

### 4. Monthly tenancy

If you remain in the **premises** with our consent after the expiry date, you may occupy the **premises** as a monthly tenant on the same terms as this **lease** in so far as they are applicable at a monthly rent and other periodical payments nominated by us or failing such nomination at the rent and other periodical payments (including your share of the **operating expenses** and the marketing levy) payable by you immediately before the expiry date. We or you may end the tenancy on any day by giving one month's notice to the other party.

---

## Part C: What you must pay us

### 5. What you must pay us

5.1. You must pay us the rent, and any other money you owe us, on time. If required by us, you must sign an order on your bank debiting your account and crediting our account. We will provide you with written details of our account.

Note: We send you a monthly tax invoice.

5.2. If a goods and services tax or similar value added tax (**GST**) is imposed on any supply under or in accordance with this **lease**, the amount payable for that supply is increased by the amount of that **GST**. The party seeking payment must provide a **GST** tax invoice (or any other thing required under any legislation) to the party liable to pay the **GST** in the form required, and in the time provided for, by the relevant legislation.

### 6. Interest, bank fees and costs

6.1. If you are late in paying us any money, we may charge daily interest on it at a rate equal to the Westpac Indicator Lending Rate (or equivalent rate) on the day it was due.

- 6.2. We calculate the interest on any unpaid money from the day the unpaid money was due until the day it is paid.
- 6.3. Also on the last day of each month, we add the interest to the unpaid money, and charge interest on the total amount.
- 6.4. If your direct debit or cheque is dishonoured, you must reimburse us for any dishonour fee charged to us as a result of that dishonour.

## 7. Adjustments, errors

- 7.1. Where any money we charge you is calculated over a period, and the **lease** commences or expires during that period, we must make any necessary proportional adjustment at a daily rate in accordance with the following formula:

Daily Rate = (\$X p.a. ÷ 12) ÷ no of days in the month

- 7.2. If either you or we prove an error in any money charged, we must correct it and make any necessary adjustment in your next monthly tax invoice or as soon as possible.

---

## Part D: Rent

### 8. You must pay us rent

You must pay us the rent as stated or calculated in **item 10**, in equal monthly instalments, in advance, on or before the first day of each month (or in the case of the first payment, prior to the commencement date) without deduction, set-off or counterclaim.

---

## Part E: Your obligations generally

### 9. You must obey the law

You must obey any law that requires you to do anything concerning the **premises** and **your property**, your use of the **premises**, or the **lease**.

### 10. Using the lease as security

You must get our consent before you use the **lease** or **your property** as security.

### 11. Using the common area

- 11.1. You may use the **common area** in common with other tenants or people in the **centre** and as set out in the **centre** rules.

## 12. Your behaviour/No smoking

- 12.1. You must not do anything that is, or may be, dangerous, annoying, offensive or illegal or that may interfere with other tenants or people in the **centre** or adjacent buildings.
- 12.2. You must not smoke in the **premises** or the **centre** and you must not allow your customers to smoke in the **premises**.
- 12.3. If we require you to vacate the **premises** and or close your **shopfront** as a result of a bomb threat, riot, demonstration, suicide attempt or other incident that might endanger the **centre** or the **premises**, you do not have any right or claim against us or the **manager** for any loss or injury or damages for loss of profits arising out of or in connection with the closure or evacuation except to the extent the **retail legislation** permits recovery.

## 13. You must fix damage

You must immediately fix any damage you cause to the **centre** or the **premises**. If you do not, we may fix the damage and you must reimburse us on demand for the cost incurred including, without limit, the excess on our insurance policy.

---

## Part F: Your obligations concerning the premises

### 14. Using the premises

- 14.1. You may only use the **premises** for the purpose set out in **item 11** and any storage associated with that use.
- 14.2. We may allow other tenants in the **centre** to carry on the same or similar use.
- 14.3. You must carry on the business or use of the **premises** to the best of your ability, and in a professional and competent way.
- 14.4. If you use your **premises** in a way which is not permitted (for example if you sell something which you are not permitted to sell) you must indemnify us for any loss we suffer as a result.

### 15. Dealing with the premises

- 15.1. You must get our consent before you deal with the **premises** or your interest in the **premises** (for example; assigning or licensing it). We are entitled to refuse consent to the grant of a sub-lease, licence, concession or parting with possession of the whole or any part of the **premises** in our absolute discretion.



15.2. We must give our consent to an assignment if all of the following are obeyed:

- (a) you prove to us that the new person is financially secure, and has the necessary experience to run the business;
- (b) you and the new person do anything that we reasonably require concerning the dealing (for example; giving us a stamped transfer of lease);
- (c) you and the new person enter into any agreement that we reasonably require (for example; deed of consent);
- (d) the new person gives any bank guarantee and/or procures the giving of any personal guarantee that we reasonably require;
- (e) you give the new person a copy of any disclosure statement which we gave you before the commencement date of the **lease** and any changes to it since that time; and
- (f) you are not in breach of the **lease**.

15.3. If you are a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691), a change in the effective control of the corporation is deemed to be an assignment of the **lease**.

15.4. If you are a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691 (ASX), then before ceasing to be so listed you must:

- (a) notify us; and
- (b) give to us any bank guarantee and/or procure the giving of any personal guarantee that we reasonably require.

This clause does not apply where you are delisted at the instigation of the ASX.

## 16. Maintaining the premises and your property

16.1. You must keep the **premises** and **your property** clean and tidy.

16.2. You must keep the **premises** in good condition, except for fair wear and tear, including carrying out any repairs and fixing any damage you cause.

16.3. You must maintain, repair, and keep **your property** in good condition. You must maintain and repair the **shopfront** at your cost, whether it is owned by you or by us.

16.4. You must ensure that rodents, cockroaches and other pests and vermin are not likely to be found on the **premises**, and ensure that pest exterminators are contracted in order to eradicate pests on the **premises** and ensure that pest infestations do not occur.

## 17. Altering the premises

17.1. You must get our consent before you alter, install any equipment in, re-design the interior of, build a partition in, or do any other building work in the **premises** which may affect the standard or safety of the **premises**.

17.2. If you carry out any works in the **premises**, you must obey the requirements of all laws and government authorities (and, if we request you to do so, you must keep us informed of and involved in the process of obtaining the approvals of all relevant authorities to such works).

17.3. You must ensure that all agents, contractors and other persons carrying out works in the **premises** hold all necessary current licences to carry out the works.

17.4. You must ensure that all work carried out by you or on your behalf is carried out at the times and in a manner which causes no damage or nuisance to and which minimises disturbance and inconvenience to others occupying or using the **centre**. You must comply with our directions in relation to your obligations under this clause.

## 18. Occupational health and safety

18.1. In this clause:

- (a) **OHS Regulation** means the Occupational Health and Safety Regulation 2001 (NSW); and
- (b) **OHS Act** means the Occupational Health and Safety Act 2000 (NSW).

18.2. If you carry out any works within or about the premises:

- (a) which falls within the definition of "construction work" under clause 3(1) of the OHS Regulation; and
- (b) either or both of the following apply:
  - (i) the cost of the work exceeds \$250,000.00; and/or

- (ii) the work or any component of the work falls within the definition of "high risk construction work" under clause 209 of the OHS Regulation,

we appoint you as the principal contractor for that construction work for the purposes of the OHS Regulation.

18.3. As principal contractor, you are responsible for the construction work at all times until the work is completed, and you must ensure that the construction work is carried out in accordance with the requirements of the OHS Regulation and the OHS Act.

18.4. For the purposes of this clause 18, and subject to clauses 33.2 and 33.3, we authorise you to undertake such steps as are necessary to discharge your obligations under the OHS Regulation and the OHS Act.

18.5. Your appointment and authority as principal contractor for the construction work under clauses 18.2 and 18.4 will commence on the commencement of the construction work and will end on the completion of the construction work.

## 19. When the lease ends

### 19.1. When the lease ends:

- (a) regardless of the condition of the **premises** or any fitout in the **premises** when the **premises** were handed over to you, you must vacate the **premises** and, if we require, give them back to us:
- (i) with all fitout (including fixtures, fittings, suspended ceiling, graphics and signage) removed;
  - (ii) with all finishes removed from the walls, floor slab and roof slab and any damage made good; and
  - (iii) with all services reinstated to open plan (including sprinklers to a height nominated by us);
- (b) you must make sure all **your property** is removed without damage to the **premises**. If you damage the **premises** and do not immediately make good we may make good on your behalf. You must immediately reimburse our costs of doing this; and
- (c) anything left becomes our property and we may keep it or remove and dispose

of it at your cost. However, we may require you by a notice to leave the **shopfront**, and it then becomes our property for no cost.

19.2. If you do not immediately reimburse us for any costs incurred by us in making good the **premises** or removing and disposing of **your property**, we may use the bank guarantee to recover our costs.

---

## Part G: Our rights and obligations

### 20. Our management

We must manage and operate the **centre** in a professional and competent way.

### 21. We must obey the law

We must obey any law that requires us to do anything concerning the **centre**.

### 22. We must maintain the centre

We must keep the **centre** clean, tidy and in good condition.

### 23. Your quiet enjoyment

We must allow you to occupy and use the **premises** without us interrupting or disturbing you, except where the **lease** allows us to do so. We are not liable to you for any loss or damage resulting from interruption or disturbance of your occupation and use of the **premises** which is not caused by us.

### 24. Services

24.1. If we supply any services to the **centre** (for example; air conditioning, elevators), we must do all we reasonably can to ensure that they are working efficiently during the **centre's** trading hours. You cannot end the **lease** if we do not.

24.2. You may not end the **lease** or stop or reduce payments under it because a service to the **centre** (whether supplied by us or not) is not available, is interrupted or fails.

### 25. We may enter the premises

25.1. We may enter your **premises** for inspection or to carry out maintenance, repairs, or building work and at any reasonable time and with reasonable notice. If there is an emergency, we may enter at any time without giving you notice.

25.2. At any reasonable time and with reasonable notice, we may enter the **premises** to install a central communication access point or points

including, at our absolute discretion, other input and output devices (for example, but not limited to, cable and hardware to establish communication vehicles such as intranet, extranet and internet connection). Such building work may include laying telecommunications cables in the **premises**.

## **26. We may do things on your behalf**

We may carry out any of your obligations on your behalf if you do not carry them out on time (for example; if you do not do repairs). You must promptly reimburse our costs of doing this.

## **27. Giving our consent or approval**

**27.1.** If we need to give our consent or approval, we must act promptly and must be fair and reasonable in giving or withholding it. We may also require you to obey any reasonable conditions before we give our consent or approval.

**27.2.** But we can refuse to give our consent or approval for any reason if it concerns structural building work to the **premises**.

---

## **Part H: Repairs or building work**

### **28. We may do any repairs or building work**

**28.1.** We may do any repairs or maintenance to the **centre**.

**28.2.** We may do any building work to extend or change the **centre**.

**28.3.** We may not do building work to the **premises**, except where the **lease** allows us to do so, or the law requires it.

### **29. When we do repairs or building work**

**29.1.** We must give you as much notice as is reasonably possible of any repairs, maintenance, or building work. We must cause as little disruption to your use of the **premises** as is reasonably possible in the circumstances.

**29.2.** If we do any thing that is within our control and that you prove adversely affects your use of the **premises**, we must negotiate with you in good faith about reducing the rent or any other money by a reasonable amount. But we do not have to reduce the rent (or pay compensation) if we drew your attention in writing to the risk of that thing occurring before

you entered into this **lease** or any previous lease or licence.

---

## **Part I: If the centre or premises are damaged, destroyed or resumed**

### **30. If damaged or destroyed**

**30.1.** If the **premises** or the **centre** or both are damaged or destroyed, and as a result your ability to use or access the **premises** is diminished, you may request us to repair the damage. Meanwhile you must continue to use any part of the **premises** that is useable, safe and accessible, and to obey the **lease** as far as possible.

**30.2.** If we do not re-build the **centre** or the **premises** within a reasonable time after you ask, you or we may end the **lease** by notice to the other.

**30.3.** We must reduce your rent and any other money by a reasonable amount depending on the type and extent of the damage or destruction, and until the **premises** are again fit for use or the **lease** is ended.

**30.4.** We are not liable to pay you compensation if the **premises** or the **centre** are damaged or destroyed or if the **lease** is ended as a result.

### **31. If resumed**

If a competent authority resumes the **premises** or the **centre**, and this makes the **premises** unfit for your use, then you or we may end the **lease** by notice to the other. We are not liable to pay you any compensation.

---

## **Part J: Risks and insurances**

### **32. You must have insurance**

**32.1.** You must have current insurance for the **premises** and your use for all the following:

- (a) public liability for the amount in **item 12** or such other amount as we advise from time to time;
- (b) industrial special risks for the usual risks and covering **your property** for its full value;
- (c) workers compensation; and
- (d) plate glass for its replacement value.

**32.2.** If we ask, you must give us evidence of the insurance.

32.3. You must not do anything that may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

**33. You release and indemnify us and the manager**

33.1. You occupy and use the **premises** at your own risk. You also carry out building work in the **premises** at your own risk.

33.2. You release us and the **manager** from any action, demand, cost, liability or loss due to any damage, loss, injury, or death, occurring in or about the **premises**, except to the extent that we or the **manager** caused this by a negligent act or negligent omission.

33.3. You indemnify us and the **manager** against any action, demand, cost, liability or loss due to any damage, loss, injury, or death, caused or contributed to by:

- (a) your act, omission or negligence;
- (b) your use or occupation of the **premises** or the **centre**; or
- (c) your breach of this **lease**,

except to the extent that we or the **manager** caused this by a negligent act or negligent omission.

**34. Our liability is limited**

34.1. If we or any of us are trustees of a **trust** as set out in **item 13**, then we enter into the **lease** only as trustee of the **trust**. If we have any obligation or liability in connection with the **lease** our liability is limited to the extent to which we can be actually indemnified out of the assets of the **trust**. We are only personally liable if we are fraudulent, negligent, or in breach of trust. We will have no liability for any act or omission of the **manager** of the **trust** or of any other person. If we are not personally liable, you must not seek to wind us up to recover outstanding money.

34.2. If we are liable under the **lease**, we are each only liable to the extent of each of our ownership interests in the **centre**, and we are not liable for each other.

---

## Part K: Centre rules

**35. Centre rules**

35.1. The **centre** rules, including any food rules, are part of the **lease** and you must obey them. We

may change the rules as we think is necessary or desirable, but any change must be for the good management of the **centre**. We must give you a copy of the changed rules. If a term of the **lease** and a rule are inconsistent, the term of the **lease** prevails.

35.2. The current **centre** rules are in Part U.

---

## Part L: Breach of the lease

**36. How you breach the lease**

You breach the **lease** if you disobey any term of the **lease**.

**37. If you breach the lease**

If you breach the **lease**, we must give you a notice requiring you to remedy the breach. We must give you a reasonable time to remedy the breach.

**38. If we breach the lease**

If we breach the **lease**, you must give us a notice requiring us to remedy the breach.

**39. What we may do if you breach the lease**

39.1. If:

- (a) you breach the **lease** and do not remedy it as required;
- (b) you are a natural person and become bankrupt, commit an act of bankruptcy or the estate of you is brought within the operation of any law relating to bankruptcy;
- (c) you are a corporation and:
  - (i) an order is made or resolution is passed to wind you up;
  - (ii) an order is made or a meeting is called for the appointment of an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or an inspector to you; or
  - (iii) an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or inspector is appointed to you; or
- (d) any act or event mentioned in section 461(1)(a) to (k) of the Corporations Act 2001 (Cth) occurs in relation to you,

we may do any one or more of the following:

- (e) re-enter and take possession of the **premises**;
- (f) end the **lease** (*see clause 19*);
- (g) remedy the breach at your cost and enter and remain on the **premises** for this purpose;
- (h) recover from you all our costs and expenses, including legal costs and expenses on a solicitor and client basis, in connection with or incidental to:
  - (i) any default by you in observing or performing any of your covenants; and
  - (ii) the contemplated, attempted or actual enforcement, preservation or exercise of any right under the **lease**; and/or
- (i) exercise any of our other legal rights.

**39.2.** If we re-enter and take possession of the **premises**, then we may recover:

- (a) arrears up to the date of re-entry;
- (b) our costs and expenses in reletting the **premises** (including any commission or similar charge); and
- (c) the difference between the money payable by you under the **lease** from the date of re-entry until the expiry date, and the money we actually receive or reasonably anticipate we are likely to receive as rent from other lessee(s) of the **premises** for the part of the term that had not expired at the date of re-entry.

**39.3.** If we re-enter and take possession of the **premises**, we may remove and dispose of or sell any of **your property** in the **premises** (including stock, fixtures and fittings) and apply the proceeds of sale in reduction of any money owing by you to us under this **lease**.

---

## Part M: Notices

### 40. Notices to be in writing

A notice required by the **lease** must be in writing.

### 41. Serving notices

**41.1.** We may serve a notice on you by:

- (a) giving it to you personally;
- (b) leaving it at the **premises**; or
- (c) leaving it at or posting it to, or faxing it to your registered office or your business address as last known to us.

**41.2.** You may serve a notice on us by leaving it at, or posting it to, or faxing it to

- (a) our registered office; or
- (b) the **centre's** management office.

---

## Part N: Other matters

### 42. Individual and joint liability

If two or more people are described in **item 6 (you)**, each person described in the **item** is liable for the obligations individually and together with each other person in that **item**.

### 43. Validity of manager's actions

Our **manager** may do anything that we may or must do in the **lease**.

### 44. Validity of our documents

Our document or notice is valid when:

- (a) executed under our common seal;
- (b) signed by us or under our power of attorney or by our lawyer or by our director, company secretary or authorised officer; or
- (c) signed on our behalf by the **manager** we appoint from time to time in relation to the **centre** or by a director, company secretary or authorised officer of the **manager**.

### 45. Interpretation

**45.1.** When the **lease** requires anything not to be done, this includes not allowing or permitting the thing to be done.

**45.2.** A word or expression in the singular includes the plural and the plural includes the singular.

**45.3.** A person includes an individual and a corporation.

**45.4.** Examples are descriptive only, and not exhaustive.

- 45.5. A heading may be used to help interpretation, but is not legally binding.
- 45.6. Anything to be done on a Saturday, Sunday, or a public holiday (in the state or territory in which the **centre** is situated) may be done on the next day, except your obligations concerning trading hours.
- 45.7. The **lease** is governed by the laws of the state or territory in which the **centre** is situated.
- 45.8. A reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

#### 46. Legislation

- 46.1. Where the **lease** is a lease to which the **retail legislation** applies, then any term empowering us or obliging you which is rendered void by the **retail legislation** does not apply only to the extent that the term is void under the **retail legislation**.
- 46.2. To the extent permitted by law the covenants and conditions set out in Sections 84, 85 and 86 of the Conveyancing Act 1919 are excluded from the **lease** since they are separately covered in the **lease**.

#### 47. Disclosure and representations

- 47.1. You acknowledge that at least 7 days before you entered into the **lease** we provided you with:
- (a) a disclosure statement; and
  - (b) a copy of the proposed lease,
- in accordance with the requirements of the **retail legislation**.
- 47.2. We do not warrant that:
- (a) the **premises** or the **centre** are suitable for your business; or
  - (b) your business conducted from the **premises** will be successful.
- 47.3. We confirm the statements made by us in the lessor's disclosure statement.
- 47.4. You have been afforded the opportunity to record in the lessee's disclosure statement all of the representations (written and oral) that induced you to enter into this **lease**.

- 47.5. If you did record representations in the lessee's disclosure statement, and they are not repeated in Part W, this is because you now agree they were not made or they did not induce you to enter into this **lease**.
- 47.6. You agree that the only representations which induced you to enter into the **lease** (apart from those made by us in the lessor's disclosure statement) have been recorded in Part W.

## Part O: Centre Rules

Note: The **centre** rules are part of the **lease** (see *clause 35*).

### Item 1. Contact point

You must tell the **manager** your contact address and telephone number for all emergencies and keep us up to date with any changes.

### Item 2. Security

1. You must do your best to keep the **premises** safe and secure, and to protect them against theft. The security of the **premises** is your responsibility.
2. You must make sure all doors and openings are locked or shut securely whenever the **premises** are unoccupied.
3. We may enter the **premises** for any purpose concerning the security of the **premises**.

### Item 3. Keys

1. If you require access to the **premises** from the **common area** after hours, we must either give you one free set of all keys or access cards for doors or openings on the **premises** that give access to the **common area** or provide access to you if you report to our security personnel.
2. If you need an extra set of keys or access cards, please ask the **manager**. You must pay for the cost of each extra set.
3. You must make sure that only you have the keys or access cards. You must make sure no unauthorised copies are made.

### Item 4. Our standards for premises

1. You must get our consent before you do any thing that affects the standard of the **premises** and its presentation. You must conform with our reasonable requirements and standards of design, quality, style, and appearance. You must provide us with "as built" drawings of any change which you make to the **premises**.
2. This applies to:
  - ♦ fixtures, fittings, equipment, lighting, facilities or display (inside or outside the premises); and
  - ♦ anything on or visible from the outside of the premises (for example: a sign, window blind, awning).

3. We may withdraw our consent at any time where we reasonably believe it is in the interests of the **centre** or other people using the **centre**.

### Item 5. Display

You must keep the display windows and appropriate parts of the **premises** adequately lit during trading hours.

### Item 6. Signs

1. You must get our consent before you:
  - ♦ put anything on the outside or inside of the shopfront of the **premises** (for example: a sign, advertisement); or
  - ♦ use any picture or likeness of the **centre** or the **premises** for an advertisement (except as your address or place of business).
2. We must consent to signs stating your name and business if we believe they are of a standard in keeping with the **centre**.

### Item 7. Music in premises

1. If you play music, make any sound using sound equipment, or use a television, you must make sure the sound is not unreasonably loud.
2. You may play "background recorded music" as long as you make sure that if it is heard in other **premises** or in the **centre** it does not unreasonably annoy any other tenants or people using the **centre**.
3. If any sound is unreasonably loud we may request that you lower the sound level to a level inaudible outside your **premises**.
4. You must not allow any spruiking in the **common area** or the **premises** if it can be heard from outside the **premises**.

### Item 8. Cooling and heating of premises

You must get our consent before you use any service for cooling or heating the **premises** other than those we supply (for example: lighting, cooling, heating, circulating air).

### Item 9. Restrictions on food

You may only prepare or cook food in areas installed for that purpose.

### Item 10. Cleaning

1. You must, at your expense, keep the **premises**, the shop front and external signage clean.



2. You must store and keep all waste and rubbish in proper receptacles, and make sure the rubbish is removed regularly.
3. You must remove your waste and rubbish to the loading dock and segregate it in accordance with the waste and recycle bins provided. In removing waste to the loading dock you may only use the **common area** at times we approve.

#### Item 11. Use of facilities

1. You must only use facilities (toilets, sinks, basins, drains, plumbing) in the **premises** and the **common area** for their proper purpose.
2. You must not deposit any rubbish or foreign material in any of the facilities.

#### Item 12. Services

You must obey our requirements concerning services we supply (for example: air-conditioning or the elevators). You must not do anything which might interfere with their efficient operation.

#### Item 13. No dangerous behaviour

1. You must not do any thing in the **premises** or the **centre** that is likely to be dangerous to anyone.
2. You must promptly tell us about any accident to or problem with any services or facilities that needs repair especially if you are aware, or ought reasonably to be aware, that this may be a danger or risk to the **premises**, the **centre** or any person in the **centre**.

#### Item 14. Use of common area for business

1. You must get our consent before you use or allow any part of the **common area** to be used for:
  - ♦ any business or commercial purposes;
  - ♦ display or advertising.
2. If you do not get our consent we will remove **your property** from the **common area**.

#### Item 15. Delivering goods, using trolley

1. You must only use the delivery areas of the **common area** at the times we approve.
2. You must make sure that any trolley you use for carrying goods does not mark or damage the floor of the **centre** and makes minimal noise. Any trolley must have rubber wheels.

3. You must not deliver large or bulky goods to the **premises** through the retail mall or other areas accessible to the public during trading hours.

#### Item 16. Equipment

1. You must get our consent before you install equipment on the **premises**.
2. In particular, you must get our consent before you bring any heavy equipment onto the **premises**. The equipment must be reasonably necessary for carrying on your business in the **premises**. We do not consent to any equipment that may cause any structural or other damage to the floors or other parts of the **premises** or the **common area** or nuisance (including noise or vibration) to any occupier of the **centre**.
3. Before you bring any of your equipment onto the **premises** or the **common area** you must give us at least 2 days notice.
4. We may direct the routing, installation and location of the equipment. You must obey all our directions.

#### Item 17. Elevator rules

1. We may issue any rules about using the elevators. You must obey these rules at all times.
2. If you want to use an elevator when the **centre** is closed, you must give us at least 24 hours notice. We will try to make the elevators available for your use but we may charge you any costs and expenses that we incur (including electricity and overtime costs for employees and contractors).
3. You must use the goods elevator to carry bulky or large quantities of goods and equipment.

#### Item 18. No burning rubbish etc

You must not burn any rubbish or any other material in the **premises** or any part of the **centre**.

#### Item 19. No auctions

You must not conduct any auction, liquidation, or fire sale on the **premises**.

#### Item 20. Public address system

We may provide a public address system in the **common area**.



#### Item 21. Lighting of common areas

We must make sure the **common area** has adequate lighting. We may also provide any lighting that we think is advantageous to the **centre**.

#### Item 22. Car parking and loading dock

1. We may provide car parking for you, your staff and your customers and invitees in the parking area of the **common area**.
2. You must only use the car parking areas set aside for your use. You must not use the car parking areas set aside for customers.
3. You may only use the loading dock areas for moving goods to or from the **premises**.
4. If we ask, you must give us the licence numbers of your vehicles.
5. We may issue any car parking rules that we think promote or improve the convenience and use of the **common area** by customers and invitees of the **centre**. Our car parking rules may cover:
  - ♦ policing the car parking areas;
  - ♦ changing car parking arrangements, including restricting parking;
  - ♦ closing all or any part of the car park at any time; and
  - ♦ discouraging non-customer parking.
6. We may charge a fee for customer car parking on the conditions that we think fit provided the fee is reasonable and in accordance with current market rates.

#### Item 23. Keeping common area clear

You must keep the **common area** clear. In particular you must not block or obstruct the fire doors or escape doors. You must not cover or obstruct any service duct, any fire prevention devices, or thing that allows light into or ventilation of the **centre**. If you fail to keep the **common area** clear, we may remove and store or dispose of any offending item at your cost.

#### Item 24. You must obey fire regulations

1. You must obey all laws concerning fire requirements, including any insurance, sprinkler or fire regulations. You must pay for any costs incurred in obeying these. In particular, you must not obstruct emergency exits or store items at a height that inhibits the fire services (including fire sprinklers) from working effectively.

2. You must not store or use inflammable or explosive substances on the **premises**, except as required in the normal course of your business.
3. If required in the normal course of your business you must advise us of any inflammable or explosive substances in your **premises**.
4. If we are charged a levy for the fire brigade to attend the **centre** for a false fire alarm and you are responsible for setting off the false fire alarm, you must pay the charge.

#### Item 25. Fire or emergency drills

1. You must observe and obey all fire or emergency drills.
2. You must make sure that you are fully aware of all safety and emergency procedures.

#### Item 26. Danger or risk to centre

1. If you are aware of a risk or a danger (for example: a bomb threat or a fire) in any part of the **premises** or the **centre**, you must tell us immediately.
2. If there is, or may be any thing that is a risk or a danger (for example: bomb threat, riot) you must immediately obey any instructions given to you, including leaving the **premises**.
3. You must obey the instructions of the police or the fire brigade or other emergency authority. You must not re-enter the **premises** or the **centre** unless we or the police or fire brigade or other appropriate authority tell you it is safe to do so.

#### Item 27. Spillages

You must ensure that none of your goods spill or fall onto the **common area** but if they do you must, as soon as possible, clean them up. If you do not, you will be in breach of your **lease** and must indemnify us against any claims which may be made against us.

## REFERENCE SCHEDULE

Item 1	<b>Premises</b> (clause 1.2)	«CentreShop»	
Item 2	<b>Centre</b> (clause 1.2)	Charlestown Square Shopping Centre	
Item 3	<b>Land</b> (clause 1.2)	Volume 8625 Folio 77	
Item 4	<b>We lease you the premises subject to these encumbrances</b>		
Item 5	<b>Lessor (us/we)</b> (clause 1.1)	<b>Name of Lessor</b>	GPT RE Limited
		<b>ABN</b>	27 107 426 504
		<b>Address</b>	Level 52 MLC Centre 19-29 Martin Place Sydney NSW 2000
Item 6	<b>Lessee (you)</b> (clause 1.1)	<b>Name of Lessee</b>	Lake Macquarie City Council
		<b>ABN</b>	ABN 81 065 027 868
		<b>Address</b>	126-138 Main Road Speers Point NSW 2284
		<b>Phone</b>	4921 0333
Item 7	<b>Term of lease</b> (clause 2.1)	<b>(a) Initial term</b>	5 years
		<b>(b) Further term</b>	5 + 5 + 5 + 5 + 5 years
Item 8	<b>Commencement date</b> (clause 2.1)	«TermCommDate»	
Item 9	<b>Expiry date</b> (clause 2.1)	«TermExpiryDate»	
Item 10	<b>Rent</b> (clause 8)	<b>(a) Initial Term:</b>	\$1.00
		<b>(b) Further term:</b>	\$1.00
Item 11	<b>Use of Premises</b> (clause 14.1)	Community Room	
Item 12	<b>Public Liability insurance amount</b> (clause 32)	\$10 million or such other amount as we advise from time to time	
Item 13	<b>Trust</b> (clause 34)	GPT RE Limited as responsible entity of General Property Trust.	

We and you certify that this dealing is correct for  
the purposes of the Real Property Act 1900

Date:

Signed in my presence for and on behalf of GPT RE LIMITED (ABN 27 107 426 504) by its attorneys

..... and .....

who are personally known to me and each of whom declares that he/she has been duly appointed by the Board  
of Directors of that Company as an attorney of the Company for the purposes of the Power of Attorney dated  
..... (Registration Number Book..... No ..... ) and that he/she has no notice of the revocation of  
his/her powers thereunder.

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Full Name of Witness

.....  
Signature of Attorney

.....  
Address of Witness

Executed by LAKE MACQUARIE CITY COUNCIL (ABN 27 107 426 504) by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

## Attachment 12

### New Youth Facility Lease

---

# ANNEXURE I – NEW YOUTH FACILITY LEASE

Form: 07L  
Licence: 98M111  
Edition: 0103

## LEASE New South Wales Real Property Act, 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** this information is legally required and will become part of the public record

### STAMP DUTY

Office of State Revenue use only

### (A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Volume 8625 Folio 77

PART being «CentreShop» Charlestown Square Shopping Centre, Pearson Street, Charlestown

### LODGED BY

Delivery Box

168H

Name, Address or DX and Telephone

**CARROLL & O'DEA – LAWYERS**

**LLPN: 123098 Q**

19th Floor, 111 ELIZABETH ST, SYDNEY

DX 183 SYDNEY PHONE 9291-7100

FAX: 9221-1117

Reference (optional): «SolicitorID»:«MatterNo»

CODE

L

### (C) LESSOR

GPT RE Limited (ABN 81 065 027 868)

The lessor leases to the lessee the property referred to above.

### (D)

Encumbrances (if applicable): 1. 2. 3.

### (E) LESSEE

Lake Macquarie City Council (ABN 27 107 426 504)

### (F)

TENANCY:

### (G) 1. TERM

5 years

### 2. COMMENCING DATE

«TermCommDate»

### 3. TERMINATING DATE

«TermExpiryDate»

4. With an **OPTION TO RENEW** for a period of 5 + 5 + 5 + 5 + 5 years set out in

5. ~~With an **OPTION TO PURCHASE** set out in~~

6. Together with and reserving the **RIGHTS** set out in **ANNEXURE "A"**

7. Incorporates the provisions or additional material set out in **ANNEXURES "A"** hereto

8. ~~Incorporates the provisions set out in **MEMORANDUM** filed in the Land and Property Information New South Wales as No~~

9. The **RENT** is set out in item 10 of Reference Schedule

DATE ..... / ..... / .....  
dd mm yyyy

**SEE ANNEXURE HERETO FOR EXECUTION BY LESSOR AND LESSEE**

(H) I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence. Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of Lessor:

Name of witness:

Address of witness:

**Note: where applicable, the lessor must complete the statutory declaration below.**

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of Lessee:

Name of witness:

Address of witness:

**(I) STATUTORY DECLARATION**

I .....

solemnly and sincerely declare that -

1. The time for the exercise of option to renew/option to purchase in expired lease No ..... has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... in the State of .....

on ..... in the presence of-

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

**“A”**

## **Charlestown Square**

### **New Youth Facility Lease**

---

This is the **lease** covering your occupation of retail **premises** in the **centre**. It sets out the agreement between you and us, including many of your rights and obligations to us concerning the **premises** and the **centre**. It also sets out many of our rights and obligations to you.

We own the **centre**, which is operated and managed by our **manager**. Our **manager** can do anything on our behalf.

---

Date of Lease

Lessee                      Lake Macquarie City Council

Shop Number              «CentreShop»

# CONTENTS

<b>NEW YOUTH FACILITY LEASE.....</b>	<b>5</b>	38. If we breach the lease.....	11
<b>PART A: DEFINITIONS OF WORDS USED.....</b>	<b>5</b>	39. What we may do if you breach the lease....	11
1. Meaning of words.....	5	<b>PART M: NOTICES.....</b>	<b>12</b>
<b>PART B: LENGTH OF THE LEASE.....</b>	<b>6</b>	40. Notices to be in writing.....	12
2. Commencement and expiry.....	6	41. Serving notices.....	12
3. Option to renew.....	6	<b>PART N: OTHER MATTERS.....</b>	<b>12</b>
4. Monthly tenancy.....	6	42. Individual and joint liability.....	12
<b>PART C: WHAT YOU MUST PAY US.....</b>	<b>6</b>	43. Validity of manager's actions.....	12
5. What you must pay us.....	6	44. Validity of our documents.....	12
6. Interest, bank fees and costs.....	6	45. Interpretation.....	12
7. Adjustments, errors.....	7	46. Legislation.....	13
<b>PART D: RENT.....</b>	<b>7</b>	47. Disclosure and representations.....	13
8. You must pay us rent.....	7	<b>PART O: CENTRE RULES.....</b>	<b>14</b>
<b>PART E: YOUR OBLIGATIONS GENERALLY.....</b>	<b>7</b>	<b>REFERENCE SCHEDULE.....</b>	<b>17</b>
9. You must obey the law.....	7		
10. Using the lease as security.....	7		
11. Using the common area.....	7		
12. Your behaviour/No smoking.....	7		
13. You must fix damage.....	7		
<b>PART F: YOUR OBLIGATIONS CONCERNING THE PREMISES.....</b>	<b>7</b>		
14. Using the premises.....	7		
15. Dealing with the premises.....	7		
16. Maintaining the premises and your property.....	8		
17. Altering the premises.....	8		
18. Occupational health and safety.....	8		
19. When the lease ends.....	9		
<b>PART G: OUR RIGHTS AND OBLIGATIONS.....</b>	<b>9</b>		
20. Our management.....	9		
21. We must obey the law.....	9		
22. We must maintain the centre.....	9		
23. Your quiet enjoyment.....	9		
24. Services.....	9		
25. We may enter the premises.....	9		
26. We may do things on your behalf.....	10		
27. Giving our consent or approval.....	10		
<b>PART H: REPAIRS OR BUILDING WORK.....</b>	<b>10</b>		
28. We may do any repairs or building work.....	10		
29. When we do repairs or building work.....	10		
<b>PART I: IF THE CENTRE OR PREMISES ARE DAMAGED, DESTROYED OR RESUMED.....</b>	<b>10</b>		
30. If damaged or destroyed.....	10		
31. If resumed.....	10		
<b>PART J: RISKS AND INSURANCES.....</b>	<b>10</b>		
32. You must have insurance.....	10		
33. You release and indemnify us and the manager.....	11		
34. Our liability is limited.....	11		
<b>PART K: CENTRE RULES.....</b>	<b>11</b>		
35. Centre rules.....	11		
<b>PART L: BREACH OF THE LEASE.....</b>	<b>11</b>		
36. How you breach the lease.....	11		
37. If you breach the lease.....	11		



# NEW YOUTH FACILITY LEASE

## Part A: Definitions of words used

### 1. Meaning of words

#### 1.1. In the lease:

<b>we, us, our</b>	means a person described in <b>item 5</b> . Where relevant, it includes the <b>manager</b> , our employee, or any person we authorise.
<b>you, your</b>	means a person described in <b>item 6</b> , and where relevant, includes your employee, agent, or any person you allow on the <b>premises</b> or any employee or agent you allow in the <b>centre</b> .

#### 1.2. In the lease, words marked in **bold** have the following meaning:

<b>centre</b>	means the <b>land</b> and the retail shopping and commercial centre described in <b>item 2</b> situated on the <b>land</b> , and includes the <b>premises</b> , <b>common area</b> , buildings, structures, and property we own or control.
<b>common area</b>	means the areas of the <b>centre</b> we provide for common use, and includes car parking areas, footpaths, access ways, entrances, stairs, elevators, toilets, and loading docks.
<b>item</b>	means an item in the reference schedule.
<b>land</b>	means the land in <b>item 3</b> together with any adjoining land we use at any time for the purposes of the <b>centre</b> .
<b>lease</b>	means this lease, the reference schedule, and the <b>centre</b> rules and any annexures. Where relevant, it includes the food rules.
<b>manager</b>	means any <b>manager</b> we appoint from time to time to manage the <b>centre</b> . Where relevant, it includes the <b>manager's</b> employee, or any person the <b>manager</b> authorises.
<b>premises</b>	means the premises described in <b>item 1</b> and includes our property within the <b>premises</b> . It includes the area from the upper surface of the concrete slab of the floor to either:  (a) where there is no suspended ceiling, the under surface of the concrete slab of the ceiling or roof; or  (b) where there is a suspended ceiling, the upper surface of the suspended ceiling (including suspension system),  and to the inside surface of the walls.
<b>retail legislation</b>	means the Retail Leases Act 1994 (NSW).
<b>shopfront</b>	means the front of the <b>premises</b> and includes any glazing, signage, lighting, roller-shutters, counters, dwarf walls, bag rails, foot rails, skirting and the ceiling infill zone.
<b>trust</b>	means the trust in <b>item 13</b> .
<b>your property</b>	means your property inside the <b>premises</b> which you own or lease and includes your fixtures, fittings, signs, equipment, goods, and if you own or lease it, the <b>shopfront</b> .

## Part B: Length of the lease

### 2. Commencement and expiry

- 2.1. We lease the **premises** to you for the term in **item 7**. The **lease** begins on the commencement date in **item 8**. It ends at midnight on the expiry date in **item 9**.
- 2.2. Where no further term is set out under this **lease**:
- (a) At least 6 months and not more than 12 months before the expiry date, we must tell you by a notice:
    - (i) if we will renew the **lease**, and on what terms; or
    - (ii) if we will require you to vacate the **premises** on the expiry date.
  - (b) After we give you a notice under sub-clause 2.2(a), you must tell us by a notice at least 3 months before the expiry date if you agree to renew the **lease** and:
    - (i) accept our terms; or
    - (ii) want to negotiate different terms.
  - (c) if you do not tell us, or if you and we do not agree on the terms, the **lease** ends on the expiry date.

### 3. Option to renew

- 3.1. At least three (3) months but no more than six (6) months before the expiry date, you must tell us by notice that you wish to lease the premises for the further term specified in **item 7(b)**.
- 3.2. If you give us a notice under clause 3.1, you must take and we must give you a lease of the premises for the further term which is subject to such provisions as we may reasonably require having regard to the nature of the provisions usually found in leases of similar premises owned by us or managed by the manager at that time, but excluding this or any similar option and in the lease for the further term shall provide:
- (a) that **item 7(a)** will be completed by inserting the term in **item 7(b)** of this lease and **item 7(b)** will state "nil";

- (b) that **item 10(a)** will be completed by inserting the amounts in **item 10(b)** of this lease;

- 3.3. If you do not give us the notice under clause 3.1 the lease ends on the expiry date.

- 3.4. Despite clause 3, you are not entitled to a lease of the premises for the further term unless you have:

- (a) paid on time the rent and other money payable under the lease; and
- (b) obeyed the lease up to the expiry date.

### 4. Monthly tenancy

If you remain in the **premises** with our consent after the expiry date, you may occupy the **premises** as a monthly tenant on the same terms as this **lease** in so far as they are applicable at a monthly rent and other periodical payments nominated by us or failing such nomination at the rent and other periodical payments (including your share of the **operating expenses** and the marketing levy) payable by you immediately before the expiry date. We or you may end the tenancy on any day by giving one month's notice to the other party.

## Part C: What you must pay us

### 5. What you must pay us

- 5.1. You must pay us the rent, and any other money you owe us, on time. If required by us, you must sign an order on your bank debiting your account and crediting our account. We will provide you with written details of our account.

Note: We send you a monthly tax invoice.

- 5.2. If a goods and services tax or similar value added tax (**GST**) is imposed on any supply under or in accordance with this **lease**, the amount payable for that supply is increased by the amount of that **GST**. The party seeking payment must provide a **GST** tax invoice (or any other thing required under any legislation) to the party liable to pay the **GST** in the form required, and in the time provided for, by the relevant legislation.

### 6. Interest, bank fees and costs

- 6.1. If you are late in paying us any money, we may charge daily interest on it at a rate equal to the Westpac Indicator Lending Rate (or equivalent rate) on the day it was due.

6.2. We calculate the interest on any unpaid money from the day the unpaid money was due until the day it is paid.

6.3. Also on the last day of each month, we add the interest to the unpaid money, and charge interest on the total amount.

6.4. If your direct debit or cheque is dishonoured, you must reimburse us for any dishonour fee charged to us as a result of that dishonour.

## 7. Adjustments, errors

7.1. Where any money we charge you is calculated over a period, and the **lease** commences or expires during that period, we must make any necessary proportional adjustment at a daily rate in accordance with the following formula:

Daily Rate = (\$X p.a. ÷ 12) ÷ no of days in the month

7.2. If either you or we prove an error in any money charged, we must correct it and make any necessary adjustment in your next monthly tax invoice or as soon as possible.

---

## Part D: Rent

### 8. You must pay us rent

You must pay us the rent as stated or calculated in **item 10**, in equal monthly instalments, in advance, on or before the first day of each month (or in the case of the first payment, prior to the commencement date) without deduction, set-off or counterclaim.

---

## Part E: Your obligations generally

### 9. You must obey the law

You must obey any law that requires you to do anything concerning the **premises** and **your property**, your use of the **premises**, or the **lease**.

### 10. Using the lease as security

You must get our consent before you use the **lease** or **your property** as security.

### 11. Using the common area

11.1. You may use the **common area** in common with other tenants or people in the **centre** and as set out in the **centre** rules.

## 12. Your behaviour/No smoking

12.1. You must not do anything that is, or may be, dangerous, annoying, offensive or illegal or that may interfere with other tenants or people in the **centre** or adjacent buildings.

12.2. You must not smoke in the **premises** or the **centre** and you must not allow your customers to smoke in the **premises**.

12.3. If we require you to vacate the **premises** and or close your **shopfront** as a result of a bomb threat, riot, demonstration, suicide attempt or other incident that might endanger the **centre** or the **premises**, you do not have any right or claim against us or the **manager** for any loss or injury or damages for loss of profits arising out of or in connection with the closure or evacuation except to the extent the **retail legislation** permits recovery.

## 13. You must fix damage

You must immediately fix any damage you cause to the **centre** or the **premises**. If you do not, we may fix the damage and you must reimburse us on demand for the cost incurred including, without limit, the excess on our insurance policy.

---

## Part F: Your obligations concerning the premises

### 14. Using the premises

14.1. You may only use the **premises** for the purpose set out in **item 11** and any storage associated with that use.

14.2. We may allow other tenants in the **centre** to carry on the same or similar use.

14.3. You must carry on the business or use of the **premises** to the best of your ability, and in a professional and competent way.

14.4. If you use your **premises** in a way which is not permitted (for example if you sell something which you are not permitted to sell) you must indemnify us for any loss we suffer as a result.

### 15. Dealing with the premises

15.1. You must get our consent before you deal with the **premises** or your interest in the **premises** (for example; assigning or licensing it). We are entitled to refuse consent to the grant of a sub-lease, licence, concession or parting with possession of the whole or any part of the **premises** in our absolute discretion.

**15.2.** We must give our consent to an assignment if all of the following are obeyed:

- (a) you prove to us that the new person is financially secure, and has the necessary experience to run the business;
- (b) you and the new person do anything that we reasonably require concerning the dealing (for example; giving us a stamped transfer of lease);
- (c) you and the new person enter into any agreement that we reasonably require (for example; deed of consent);
- (d) the new person gives any bank guarantee and/or procures the giving of any personal guarantee that we reasonably require;
- (e) you give the new person a copy of any disclosure statement which we gave you before the commencement date of the **lease** and any changes to it since that time; and
- (f) you are not in breach of the **lease**.

**15.3.** If you are a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691), a change in the effective control of the corporation is deemed to be an assignment of the **lease**.

**15.4.** If you are a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691 (ASX), then before ceasing to be so listed you must:

- (a) notify us; and.
- (b) give to us any bank guarantee and/or procure the giving of any personal guarantee that we reasonably require.

This clause does not apply where you are delisted at the instigation of the ASX.

## **16. Maintaining the premises and your property**

**16.1.** You must keep the **premises** and **your property** clean and tidy.

**16.2.** You must keep the **premises** in good condition, except for fair wear and tear, including carrying out any repairs and fixing any damage you cause.

**16.3.** You must maintain, repair, and keep **your property** in good condition. You must maintain and repair the **shopfront** at your cost, whether it is owned by you or by us.

**16.4.** You must ensure that rodents, cockroaches and other pests and vermin are not likely to be found on the **premises**, and ensure that pest exterminators are contracted in order to eradicate pests on the **premises** and ensure that pest infestations do not occur.

## **17. Altering the premises**

**17.1.** You must get our consent before you alter, install any equipment in, re-design the interior of, build a partition in, or do any other building work in the **premises** which may affect the standard or safety of the **premises**.

**17.2.** If you carry out any works in the **premises**, you must obey the requirements of all laws and government authorities (and, if we request you to do so, you must keep us informed of and involved in the process of obtaining the approvals of all relevant authorities to such works).

**17.3.** You must ensure that all agents, contractors and other persons carrying out works in the **premises** hold all necessary current licences to carry out the works.

**17.4.** You must ensure that all work carried out by you or on your behalf is carried out at the times and in a manner which causes no damage or nuisance to and which minimises disturbance and inconvenience to others occupying or using the **centre**. You must comply with our directions in relation to your obligations under this clause.

## **18. Occupational health and safety**

**18.1.** In this clause:

- (a) **OHS Regulation** means the Occupational Health and Safety Regulation 2001 (NSW); and
- (b) **OHS Act** means the Occupational Health and Safety Act 2000 (NSW).

**18.2.** If you carry out any works within or about the premises:

- (a) which falls within the definition of "construction work" under clause 3(1) of the OHS Regulation; and
- (b) either or both of the following apply:
  - (i) the cost of the work exceeds \$250,000.00; and/or

- (ii) the work or any component of the work falls within the definition of "high risk construction work" under clause 209 of the OHS Regulation,

we appoint you as the principal contractor for that construction work for the purposes of the OHS Regulation.

18.3. As principal contractor, you are responsible for the construction work at all times until the work is completed, and you must ensure that the construction work is carried out in accordance with the requirements of the OHS Regulation and the OHS Act.

18.4. For the purposes of this clause 18, and subject to clauses 33.2 and 33.3, we authorise you to undertake such steps as are necessary to discharge your obligations under the OHS Regulation and the OHS Act.

18.5. Your appointment and authority as principal contractor for the construction work under clauses 18.2 and 18.4 will commence on the commencement of the construction work and will end on the completion of the construction work.

## 19. When the lease ends

19.1. When the lease ends:

- (a) regardless of the condition of the **premises** or any fitout in the **premises** when the **premises** were handed over to you, you must vacate the **premises** and, if we require, give them back to us:
  - (i) with all fitout (including fixtures, fittings, suspended ceiling, graphics and signage) removed;
  - (ii) with all finishes removed from the walls, floor slab and roof slab and any damage made good; and
  - (iii) with all services reinstated to open plan (including sprinklers to a height nominated by us);
- (b) you must make sure all **your property** is removed without damage to the **premises**. If you damage the **premises** and do not immediately make good we may make good on your behalf. You must immediately reimburse our costs of doing this; and
- (c) anything left becomes our property and we may keep it or remove and dispose

of it at your cost. However, we may require you by a notice to leave the **shopfront**, and it then becomes our property for no cost.

19.2. If you do not immediately reimburse us for any costs incurred by us in making good the **premises** or removing and disposing of **your property**, we may use the bank guarantee to recover our costs.

---

## Part G: Our rights and obligations

### 20. Our management

We must manage and operate the **centre** in a professional and competent way.

### 21. We must obey the law

We must obey any law that requires us to do anything concerning the **centre**.

### 22. We must maintain the centre

We must keep the **centre** clean, tidy and in good condition.

### 23. Your quiet enjoyment

We must allow you to occupy and use the **premises** without us interrupting or disturbing you, except where the **lease** allows us to do so. We are not liable to you for any loss or damage resulting from interruption or disturbance of your occupation and use of the **premises** which is not caused by us.

### 24. Services

24.1. If we supply any services to the **centre** (for example; air conditioning, elevators), we must do all we reasonably can to ensure that they are working efficiently during the **centre's** trading hours. You cannot end the **lease** if we do not.

24.2. You may not end the **lease** or stop or reduce payments under it because a service to the **centre** (whether supplied by us or not) is not available, is interrupted or fails.

### 25. We may enter the premises

25.1. We may enter your **premises** for inspection or to carry out maintenance, repairs, or building work and at any reasonable time and with reasonable notice. If there is an emergency, we may enter at any time without giving you notice.

25.2. At any reasonable time and with reasonable notice, we may enter the **premises** to install a central communication access point or points

including, at our absolute discretion, other input and output devices (for example, but not limited to, cable and hardware to establish communication vehicles such as intranet, extranet and internet connection). Such building work may include laying telecommunications cables in the **premises**.

**26. We may do things on your behalf**

We may carry out any of your obligations on your behalf if you do not carry them out on time (for example; if you do not do repairs). You must promptly reimburse our costs of doing this.

**27. Giving our consent or approval**

**27.1.** If we need to give our consent or approval, we must act promptly and must be fair and reasonable in giving or withholding it. We may also require you to obey any reasonable conditions before we give our consent or approval.

**27.2.** But we can refuse to give our consent or approval for any reason if it concerns structural building work to the **premises**.

---

**Part H: Repairs or building work**

**28. We may do any repairs or building work**

**28.1.** We may do any repairs or maintenance to the **centre**.

**28.2.** We may do any building work to extend or change the **centre**.

**28.3.** We may not do building work to the **premises**, except where the **lease** allows us to do so, or the law requires it.

**29. When we do repairs or building work**

**29.1.** We must give you as much notice as is reasonably possible of any repairs, maintenance, or building work. We must cause as little disruption to your use of the **premises** as is reasonably possible in the circumstances.

**29.2.** If we do any thing that is within our control and that you prove adversely affects your use of the **premises**, we must negotiate with you in good faith about reducing the rent or any other money by a reasonable amount. But we do not have to reduce the rent (or pay compensation) if we drew your attention in writing to the risk of that thing occurring before

you entered into this **lease** or any previous lease or licence.

---

**Part I: If the centre or premises are damaged, destroyed or resumed**

**30. If damaged or destroyed**

**30.1.** If the **premises** or the **centre** or both are damaged or destroyed, and as a result your ability to use or access the **premises** is diminished, you may request us to repair the damage. Meanwhile you must continue to use any part of the **premises** that is useable, safe and accessible, and to obey the **lease** as far as possible.

**30.2.** If we do not re-build the **centre** or the **premises** within a reasonable time after you ask, you or we may end the **lease** by notice to the other.

**30.3.** We must reduce your rent and any other money by a reasonable amount depending on the type and extent of the damage or destruction, and until the **premises** are again fit for use or the **lease** is ended.

**30.4.** We are not liable to pay you compensation if the **premises** or the **centre** are damaged or destroyed or if the **lease** is ended as a result.

**31. If resumed**

If a competent authority resumes the **premises** or the **centre**, and this makes the **premises** unfit for your use, then you or we may end the **lease** by notice to the other. We are not liable to pay you any compensation.

---

**Part J: Risks and insurances**

**32. You must have insurance**

**32.1.** You must have current insurance for the **premises** and your use for all the following:

- (a) public liability for the amount in **Item 12** or such other amount as we advise from time to time;
- (b) industrial special risks for the usual risks and covering **your property** for its full value;
- (c) workers compensation; and
- (d) plate glass for its replacement value.

**32.2.** If we ask, you must give us evidence of the insurance.

32.3. You must not do anything that may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

**33. You release and indemnify us and the manager**

33.1. You occupy and use the **premises** at your own risk. You also carry out building work in the **premises** at your own risk.

33.2. You release us and the **manager** from any action, demand, cost, liability or loss due to any damage, loss, injury, or death, occurring in or about the **premises**, except to the extent that we or the **manager** caused this by a negligent act or negligent omission.

33.3. You indemnify us and the **manager** against any action, demand, cost, liability or loss due to any damage, loss, injury, or death, caused or contributed to by:

- (a) your act, omission or negligence;
- (b) your use or occupation of the **premises** or the **centre**; or
- (c) your breach of this lease,

except to the extent that we or the **manager** caused this by a negligent act or negligent omission.

**34. Our liability is limited**

34.1. If we or any of us are trustees of a **trust** as set out in **item 13**, then we enter into the **lease** only as trustee of the **trust**. If we have any obligation or liability in connection with the **lease** our liability is limited to the extent to which we can be actually indemnified out of the assets of the **trust**. We are only personally liable if we are fraudulent, negligent, or in breach of trust. We will have no liability for any act or omission of the **manager** or the **trust** or of any other person. If we are not personally liable, you must not seek to wind us up to recover outstanding money.

34.2. If we are liable under the **lease**, we are each only liable to the extent of each of our ownership interests in the **centre**, and we are not liable for each other.

---

**Part K: Centre rules**

**35. Centre rules**

35.1. The **centre** rules, including any food rules, are part of the **lease** and you must obey them. We

may change the rules as we think is necessary or desirable, but any change must be for the good management of the **centre**. We must give you a copy of the changed rules. If a term of the **lease** and a rule are inconsistent, the term of the **lease** prevails.

35.2. The current **centre** rules are in Part U.

---

**Part L: Breach of the lease**

**36. How you breach the lease**

You breach the **lease** if you disobey any term of the **lease**.

**37. If you breach the lease**

If you breach the **lease**, we must give you a notice requiring you to remedy the breach. We must give you a reasonable time to remedy the breach.

**38. If we breach the lease**

If we breach the **lease**, you must give us a notice requiring us to remedy the breach.

**39. What we may do if you breach the lease**

39.1. If:

- (a) you breach the **lease** and do not remedy it as required;
- (b) you are a natural person and become bankrupt, commit an act of bankruptcy or the estate of you is brought within the operation of any law relating to bankruptcy;
- (c) you are a corporation and:
  - (i) an order is made or resolution is passed to wind you up;
  - (ii) an order is made or a meeting is called for the appointment of an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or an inspector to you; or
  - (iii) an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or inspector is appointed to you; or
- (d) any act or event mentioned in section 461(1)(a) to (k) of the Corporations Act 2001 (Cth) occurs in relation to you,

we may do any one or more of the following:

- (e) re-enter and take possession of the **premises**;
- (f) end the **lease** (*see clause 19*);
- (g) remedy the breach at your cost and enter and remain on the **premises** for this purpose;
- (h) recover from you all our costs and expenses, including legal costs and expenses on a solicitor and client basis, in connection with or incidental to:
  - (i) any default by you in observing or performing any of your covenants; and
  - (ii) the contemplated, attempted or actual enforcement, preservation or exercise of any right under the **lease**; and/or
- (i) exercise any of our other legal rights.

**39.2.** If we re-enter and take possession of the **premises**, then we may recover:

- (a) arrears up to the date of re-entry;
- (b) our costs and expenses in reletting the **premises** (including any commission or similar charge); and
- (c) the difference between the money payable by you under the **lease** from the date of re-entry until the expiry date, and the money we actually receive or reasonably anticipate we are likely to receive as rent from other lessee(s) of the **premises** for the part of the term that had not expired at the date of re-entry.

**39.3.** If we re-enter and take possession of the **premises**, we may remove and dispose of or sell any of **your property** in the **premises** (including stock, fixtures and fittings) and apply the proceeds of sale in reduction of any money owing by you to us under this **lease**.

---

## Part M: Notices

### 40. Notices to be in writing

A notice required by the **lease** must be in writing.

### 41. Serving notices

**41.1.** We may serve a notice on you by:

- (a) giving it to you personally;
- (b) leaving it at the **premises**; or
- (c) leaving it at or posting it to, or faxing it to your registered office or your business address as last known to us.

**41.2.** You may serve a notice on us by leaving it at, or posting it to, or faxing it to

- (a) our registered office; or
- (b) the **centre's** management office.

---

## Part N: Other matters

### 42. Individual and joint liability

If two or more people are described in **item 6 (you)**, each person described in the **item** is liable for the obligations individually and together with each other person in that **item**.

### 43. Validity of manager's actions

Our **manager** may do anything that we may or must do in the **lease**.

### 44. Validity of our documents

Our document or notice is valid when:

- (a) executed under our common seal;
- (b) signed by us or under our power of attorney or by our lawyer or by our director, company secretary or authorised officer; or
- (c) signed on our behalf by the **manager** we appoint from time to time in relation to the **centre** or by a director, company secretary or authorised officer of the **manager**.

### 45. Interpretation

**45.1.** When the **lease** requires anything not to be done, this includes not allowing or permitting the thing to be done.

**45.2.** A word or expression in the singular includes the plural and the plural includes the singular.

**45.3.** A person includes an individual and a corporation.

**45.4.** Examples are descriptive only, and not exhaustive.



- 45.5. A heading may be used to help interpretation, but is not legally binding.
- 45.6. Anything to be done on a Saturday, Sunday, or a public holiday (in the state or territory in which the **centre** is situated) may be done on the next day, except your obligations concerning trading hours.
- 45.7. The **lease** is governed by the laws of the state or territory in which the **centre** is situated.
- 45.8. A reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

#### 46. Legislation

- 46.1. Where the **lease** is a lease to which the **retail legislation** applies, then any term empowering us or obliging you which is rendered void by the **retail legislation** does not apply only to the extent that the term is void under the **retail legislation**.
- 46.2. To the extent permitted by law the covenants and conditions set out in Sections 84, 85 and 86 of the Conveyancing Act 1919 are excluded from the **lease** since they are separately covered in the **lease**.

#### 47. Disclosure and representations

- 47.1. You acknowledge that at least 7 days before you entered into the **lease** we provided you with:
- (a) a disclosure statement; and
  - (b) a copy of the proposed lease,
- in accordance with the requirements of the **retail legislation**.
- 47.2. We do not warrant that:
- (a) the **premises** or the **centre** are suitable for your business; or
  - (b) your business conducted from the **premises** will be successful.
- 47.3. We confirm the statements made by us in the lessor's disclosure statement.
- 47.4. You have been afforded the opportunity to record in the lessee's disclosure statement all of the representations (written and oral) that induced you to enter into this **lease**.

- 47.5. If you did record representations in the lessee's disclosure statement, and they are not repeated in Part W, this is because you now agree they were not made or they did not induce you to enter into this **lease**.
- 47.6. You agree that the only representations which induced you to enter into the **lease** (apart from those made by us in the lessor's disclosure statement) have been recorded in Part W.

## Part O: Centre Rules

Note: The **centre** rules are part of the **lease** (see *clause 35*).

### Item 1. Contact point

You must tell the **manager** your contact address and telephone number for all emergencies and keep us up to date with any changes.

### Item 2. Security

1. You must do your best to keep the **premises** safe and secure, and to protect them against theft. The security of the **premises** is your responsibility.
2. You must make sure all doors and openings are locked or shut securely whenever the **premises** are unoccupied.
3. We may enter the **premises** for any purpose concerning the security of the **premises**.

### Item 3. Keys

1. If you require access to the **premises** from the **common area** after hours, we must either give you one free set of all keys or access cards for doors or openings on the **premises** that give access to the **common area** or provide access to you if you report to our security personnel.
2. If you need an extra set of keys or access cards, please ask the **manager**. You must pay for the cost of each extra set.
3. You must make sure that only you have the keys or access cards. You must make sure no unauthorised copies are made.

### Item 4. Our standards for premises

1. You must get our consent before you do any thing that affects the standard of the **premises** and its presentation. You must conform with our reasonable requirements and standards of design, quality, style, and appearance. You must provide us with "as built" drawings of any change which you make to the **premises**.
2. This applies to:
  - ♦ fixtures, fittings, equipment, lighting, facilities or display (inside or outside the premises); and
  - ♦ anything on or visible from the outside of the premises (for example: a sign, window blind, awning).

3. We may withdraw our consent at any time where we reasonably believe it is in the interests of the **centre** or other people using the **centre**.

### Item 5. Display

You must keep the display windows and appropriate parts of the **premises** adequately lit during trading hours.

### Item 6. Signs

1. You must get our consent before you:
  - ♦ put anything on the outside or inside of the shopfront of the **premises** (for example: a sign, advertisement); or
  - ♦ use any picture or likeness of the **centre** or the **premises** for an advertisement (except as your address or place of business).
2. We must consent to signs stating your name and business if we believe they are of a standard in keeping with the **centre**.

### Item 7. Music in premises

1. If you play music, make any sound using sound equipment, or use a television, you must make sure the sound is not unreasonably loud.
2. You may play "background recorded music" as long as you make sure that if it is heard in other **premises** or in the **centre** it does not unreasonably annoy any other tenants or people using the **centre**.
3. If any sound is unreasonably loud we may request that you lower the sound level to a level inaudible outside your **premises**.
4. You must not allow any spruiking in the **common area** or the **premises** if it can be heard from outside the **premises**.

### Item 8. Cooling and heating of premises

You must get our consent before you use any service for cooling or heating the **premises** other than those we supply (for example: lighting, cooling, heating, circulating air).

### Item 9. Restrictions on food

You may only prepare or cook food in areas installed for that purpose.

### Item 10. Cleaning

1. You must, at your expense, keep the **premises**, the shop front and external signage clean.

2. You must store and keep all waste and rubbish in proper receptacles, and make sure the rubbish is removed regularly.
3. You must remove your waste and rubbish to the loading dock and segregate it in accordance with the waste and recycle bins provided. In removing waste to the loading dock you may only use the **common area** at times we approve.

#### Item 11. Use of facilities

1. You must only use facilities (toilets, sinks, basins, drains, plumbing) in the **premises** and the **common area** for their proper purpose.
2. You must not deposit any rubbish or foreign material in any of the facilities.

#### Item 12. Services

You must obey our requirements concerning services we supply (for example: air-conditioning or the elevators). You must not do anything which might interfere with their efficient operation.

#### Item 13. No dangerous behaviour

1. You must not do any thing in the **premises** or the **centre** that is likely to be dangerous to anyone.
2. You must promptly tell us about any accident to or problem with any services or facilities that needs repair especially if you are aware, or ought reasonably to be aware, that this may be a danger or risk to the **premises**, the **centre** or any person in the **centre**.

#### Item 14. Use of common area for business

1. You must get our consent before you use or allow any part of the **common area** to be used for:
  - ♦ any business or commercial purposes;
  - ♦ display or advertising.

2. If you do not get our consent we will remove **your property** from the **common area**.

#### Item 15. Delivering goods, using trolley

1. You must only use the delivery areas of the **common area** at the times we approve.
2. You must make sure that any trolley you use for carrying goods does not mark or damage the floor of the **centre** and makes minimal noise. Any trolley must have rubber wheels.

3. You must not deliver large or bulky goods to the **premises** through the retail mall or other areas accessible to the public during trading hours.

#### Item 16. Equipment

1. You must get our consent before you install equipment on the **premises**.
2. In particular, you must get our consent before you bring any heavy equipment onto the **premises**. The equipment must be reasonably necessary for carrying on your business in the **premises**. We do not consent to any equipment that may cause any structural or other damage to the floors or other parts of the **premises** or the **common area** or nuisance (including noise or vibration) to any occupier of the **centre**.
3. Before you bring any of your equipment onto the **premises** or the **common area** you must give us at least 2 days notice.
4. We may direct the routing, installation and location of the equipment. You must obey all our directions.

#### Item 17. Elevator rules

1. We may issue any rules about using the elevators. You must obey these rules at all times.
2. If you want to use an elevator when the **centre** is closed, you must give us at least 24 hours notice. We will try to make the elevators available for your use but we may charge you any costs and expenses that we incur (including electricity and overtime costs for employees and contractors).
3. You must use the goods elevator to carry bulky or large quantities of goods and equipment.

#### Item 18. No burning rubbish etc

You must not burn any rubbish or any other material in the **premises** or any part of the **centre**.

#### Item 19. No auctions

You must not conduct any auction, liquidation, or fire sale on the **premises**.

#### Item 20. Public address system

We may provide a public address system in the **common area**.

#### Item 21. Lighting of common areas

We must make sure the **common area** has adequate lighting. We may also provide any lighting that we think is advantageous to the **centre**.

#### Item 22. Car parking and loading dock

1. We may provide car parking for you, your staff and your customers and invitees in the parking area of the **common area**.
2. You must only use the car parking areas set aside for your use. You must not use the car parking areas set aside for customers.
3. You may only use the loading dock areas for moving goods to or from the **premises**.
4. If we ask, you must give us the licence numbers of your vehicles.
5. We may issue any car parking rules that we think promote or improve the convenience and use of the **common area** by customers and invitees of the **centre**. Our car parking rules may cover:
  - ◆ policing the car parking areas;
  - ◆ changing car parking arrangements, including restricting parking;
  - ◆ closing all or any part of the car park at any time; and
  - ◆ discouraging non-customer parking.
6. We may charge a fee for customer car parking on the conditions that we think fit provided the fee is reasonable and in accordance with current market rates.

#### Item 23. Keeping common area clear

You must keep the **common area** clear. In particular you must not block or obstruct the fire doors or escape doors. You must not cover or obstruct any service duct, any fire prevention devices, or thing that allows light into or ventilation of the **centre**. If you fail to keep the **common area** clear, we may remove and store or dispose of any offending item at your cost.

#### Item 24. You must obey fire regulations

1. You must obey all laws concerning fire requirements, including any insurance, sprinkler or fire regulations. You must pay for any costs incurred in obeying these. In particular, you must not obstruct emergency exits or store items at a height that inhibits the fire services (including fire sprinklers) from working effectively.

2. You must not store or use inflammable or explosive substances on the **premises**, except as required in the normal course of your business.
3. If required in the normal course of your business you must advise us of any inflammable or explosive substances in your **premises**.
4. If we are charged a levy for the fire brigade to attend the **centre** for a false fire alarm and you are responsible for setting off the false fire alarm, you must pay the charge.

#### Item 25. Fire or emergency drills

1. You must observe and obey all fire or emergency drills.
2. You must make sure that you are fully aware of all safety and emergency procedures.

#### Item 26. Danger or risk to centre

1. If you are aware of a risk or a danger (for example: a bomb threat or a fire) in any part of the **premises** or the **centre**, you must tell us immediately.
2. If there is, or may be any thing that is a risk or a danger (for example: bomb threat, riot) you must immediately obey any instructions given to you, including leaving the **premises**.
3. You must obey the instructions of the police or the fire brigade or other emergency authority. You must not re-enter the **premises** or the **centre** unless we or the police or fire brigade or other appropriate authority tell you it is safe to do so.

#### Item 27. Spillages

You must ensure that none of your goods spill or fall onto the **common area** but if they do you must, as soon as possible, clean them up. If you do not, you will be in breach of your **lease** and must indemnify us against any claims which may be made against us.

## REFERENCE SCHEDULE

Item 1	<b>Premises</b> (clause 1.2)	«CentreShop»	
Item 2	<b>Centre</b> (clause 1.2)	Charlestown Square Shopping Centre	
Item 3	<b>Land</b> (clause 1.2)	Volume 8625 Folio 77	
Item 4	<b>We lease you the premises subject to these encumbrances</b>		
Item 5	<b>Lessor (us/we)</b> (clause 1.1)	Name of Lessor	GPT RE Limited
		ABN	27 107 426 504
		Address	Level 52 MLC Centre 19-29 Martin Place Sydney NSW 2000
Item 6	<b>Lessee (you)</b> (clause 1.1)	Name of Lessee	Lake Macquarie City Council
		ABN	ABN 81 065 027 868
		Address	126-138 Main Road Speers Point NSW 2284
		Phone	4921 0333
Item 7	<b>Term of lease</b> (clause 2.1)	Fax	4958 7257
Item 8	<b>Commencement date</b> (clause 2.1)	(a) <b>Initial term</b>	5 years
		(b) <b>Further term</b>	5 + 5+ 5+ 5+ 5years
Item 9	<b>Expiry date</b> (clause 2.1)	«TermExpiryDate»	
Item 10	<b>Rent</b> (clause 8)	(a) <b>Initial Term:</b>	\$ 26,000 year one to year five.
		(b) <b>Further term:</b>	The Rent for the initial term is to be increased by CPI (Sydney All groups) ,on exercise of the Option, in the following years : sixth (6 <sup>th</sup> ) ; eleventh (11 <sup>th</sup> ) sixteenth (16 <sup>th</sup> ) twenty first (21 <sup>st</sup> ) twenty sixth (26 <sup>th</sup> )

<b>Item 11</b>	<b>Use of Premises</b> (clause 14.1)	Youth Facility
<b>Item 12</b>	<b>Public Liability insurance amount</b> (clause 32)	\$10 million or such other amount as we advise from time to time
<b>Item 13</b>	<b>Trust</b> (clause 34)	GPT RE Limited as responsible entity of General Property Trust.

We and you certify that this dealing is correct for the purposes of the Real Property Act 1900

Date:

Signed in my presence for and on behalf of GPT RE LIMITED (ABN 27 107 426 504) by its attorneys

..... and .....  
who are personally known to me and each of whom declares that he/she has been duly appointed by the Board of Directors of that Company as an attorney of the Company for the purposes of the Power of Attorney dated ..... (Registration Number Book..... No .....) and that he/she has no notice of the revocation of his/her powers thereunder.

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Full Name of Witness

.....  
Signature of Attorney

.....  
Address of Witness

Executed by LAKE MACQUARIE CITY COUNCIL by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

## Governmental Authority Approvals

---

### 1 Applications for rezoning

---

If not done by the date of this agreement, GPT will make or procure to be made an application or applications to the relevant Governmental Authority to:

- (a) rezone the Existing Child Care Centre, to 3(1) Urban Centre (Core);
  - (b) rezone the Ferris Oval Land, to 6(2) Tourism and Recreation;
  - (c) rezone the Additional Council Land, to 3(1) Urban Centre (Core);
  - (d) rezone the Current Public Road, to 3(1) Urban Centre (Core); and
  - (e) rezone the Current Club Land to 3(1) Urban Centre (Core),
- as shown on the Rezoning Plan, with the objective of facilitating the Development.

### 2 Applications for reclassification

---

If not done by the date of this agreement, GPT will make or procure to be made an application or applications to the relevant Governmental Authority to reclassify the Existing Child Care Centre, the Ferris Oval Land and the Additional Council Land as operational land, with the objective of facilitating the Development.

### 3 Applications for Road closure

---

If not done by the date of this agreement, GPT will make or procure to be made an application to the relevant Governmental Authority to close the Current Public Road, as shown on the Road Closure Plan with the objective of facilitating the Development.

### 4 Applications for Project Consent

---

Within the period of 24 months commencing on the date of this agreement, GPT will make or procure to be made to the relevant Governmental Authority an application or applications for all necessary Project Consents.