

CHAMBER RULES OF OCCUPANCY

BACKGROUND AND OPERATION

A. PURPOSE

The Chamber Rules of Occupancy (**Chamber Rules**) have been developed to ensure that Barristers Chambers' Limited (**BCL**) and the Victorian Bar's strategic and operational objectives in relation to the allocation, occupancy and use of Chambers are aligned.

B. BARRISTERS' CHAMBERS LIMITED SERVICES AND FACILITIES

Barristers' Chambers Limited provides a range of chambers that recognise that individual barristers have different needs. BCL also aims to support Members of the Victorian Bar by removing significant barriers to entry when taking Chambers and supporting the development and maintenance of floor communities with a mix of seniority levels and practices.

BCL provides services and facilities to practicing barristers in Chambers, including:

- (a) [Property \(Building and Facilities\) management](#) services, including security and building access, signage, recycling and waste removal, Car Parks and support services in relation to In Chamber Works (as agreed in accordance with the BCL [In Chamber Works Terms and Conditions](#)).
- (b) Information and communication technology services ('**Technology and Network Services**'), and associated support services (including internet access services, email services, software services, data hosting and network services, communications, managed printing, and service desk support) as outlined in the [BCL Communications and Technology Terms and Conditions](#).
- (c) [Managed Floor Services](#) provided to barristers under a services agreement with costs shared across a floor.
- (d) Service Desk Support
- (e) Other support services offered by BCL unique to the BCL model that the Occupier may, from time to time, reasonably require,

(collectively, the "**BCL Services and Facilities**").

C. HOW THESE RULES OPERATE

The Chamber Rules are designed in two parts:

PART A 'Applications and Allocation of a Room in Chambers', and

PART B 'Terms and Conditions of Occupancy and use of BCL Services and Facilities'

These Chamber Rules aim to:

- (a) outline the processes and rules required to be followed by barristers in taking a room in Chambers with BCL.
- (b) provide flexibility for barristers in accepting and moving Chambers as required across a range of BCL buildings and floors through a monthly occupancy arrangement.
- (c) provide a sense of community across all buildings and floors with a combination of groups and non-groups to provide a collegiate environment supportive of a mix of different seniority levels and practices in Chambers.
- (d) provide an overview of the services provided by BCL.
- (e) provide an overview of the advertising, application and allocation process for Chambers; and
- (f) provide an overview of the policies, code of conduct, expectations and obligations applicable to barristers who occupy a room in Chambers with BCL.

Where a discretion is reposed by the Chamber Rules to BCL or the BCL Board, that discretion may be exercised by BCL or the BCL Board in its sole and absolute discretion.

D. APPLICATION AND VARIATION OF CHAMBER RULES

By taking Chambers and/or using BCL Services and Facilities, Occupiers agree to comply with the terms and conditions set out in these Chamber Rules (as amended from time to time) and agree to comply with the terms and conditions that apply to the particular BCL Services and Facilities that they use (as applicable).

BCL may, in its sole and absolute discretion, apply or enforce the provisions of the Chamber Rules as it sees fit.

BCL may, at its discretion, change, vary or update the Chamber Rules from time to time, including to implement changes arising from the introduction of any new legislation or industry codes of practice which may apply to the occupancy of Chambers, with any changes being developed together with, and approved by, the Victorian Bar.

The Chamber Rules, as amended and updated from time to time, are reviewed and approved by the Victorian Bar and the BCL Board.

BCL will notify Occupiers in writing of any updates to these Chamber Rules in accordance with clause 13.4 with at least 30 days' notice before updated Chamber Rules are to take effect. An Occupier's continued occupancy of Chambers and/or use of BCL Services and Facilities after such updated Chamber Rules take effect will constitute their agreement to comply with the updated Chamber Rules as notified to them by BCL.

The Chamber Rules are publicly accessible and are available on the BCL public website and can be referred to at any time by barristers and Occupiers.

E. DEFINITIONS AND INTERPRETATION

Terms which are capitalised in these Chamber Rules have the meaning given in the definitions set out in clause 16 of this document.

The rules of interpretation for these Chamber Rules are set out in clause 17 of this document.

F. VERSION

This version of the Chamber Rules supersedes and replaces the Chamber Allocation Policy dated 27 July 2016 and the version of the Chamber Rules dated 15 July 2021.

PART A – APPLICATIONS FOR, AND ALLOCATION OF, A ROOM IN CHAMBERS

1 VACANCY MANAGEMENT AND APPLICATIONS

1.1 Advertising of vacant Rooms

Vacant Rooms are advertised on a weekly basis on the BCL Vacant Chambers [website](#). New listings are released every Tuesday and vacancies are advertised for a minimum of one week unless otherwise agreed by BCL. Advertising of Room vacancies may be delayed or may not be advertised over holiday periods, public holidays and other non-business periods at the discretion of BCL.

Applications for vacant Rooms close at 5.30pm every Monday. Vacancies are advertised until allocated.

If the vacant Room forms part of a Registered Group, BCL will manage the advertising and awarding to the successful Barrister of the vacant Room with the relevant Group Representatives (see 2.2).

All vacant Rooms will be advertised noting the applicable Occupancy Fee (including GST) along with any additional costs relevant to the occupancy of the Room. Additional costs may include BCL Services Fees relevant to the Room, including Managed Floor services, Joinery charges or other required contributions.

Where a group of Occupiers has established facilities for the common benefit of the group or floor, the group will provide to BCL precise details of the cost of the common facilities which the group requests be assumed by any applicant for a Room in the relevant Chambers; and BCL may advertise those costs when advertising vacant Rooms in the group.

1.2 Applications

Applications for all vacant Rooms, including Rooms within a Registered Group (if not previously allocated to a member of the group), must be made by submitting the Chambers Application Form on the [BCL website](#).

Barristers may apply for up to a maximum of three individual Chambers during each weekly advertising period, beginning on the day BCL updates its listings of vacant Chambers until applications close each week.

Applications for Rooms are received until close of business each Monday unless otherwise notified by BCL.

2 AWARDING CHAMBERS

2.1 Individual applications – Room is not part of a group.

(a) Offers in order of priority

For individual applications where room does not form part of a group offers are made in order of seniority as per the seniority guidelines outlined by the Victorian Bar:

1. Silks:

- (i) Seniority between members of the inner bar is determined by the date on which they were appointed as silk.
- (ii) If silks have the same date of appointment, seniority will be determined by their date of admission.
- (iii) For silks, seniority accrual is not impacted by resigning from the Bar or leaving the Bar.

2. Junior barristers:

- (i) Seniority between junior barristers is determined by number of practising years at the Bar (date they signed Bar Roll).
- (ii) If junior barristers have the same number of practicing years, then seniority will be determined by date of admission.

(b) Acceptance of offers

Acceptance of offers for a Room must be made in writing and sent to BCL Chamber Management by [email](#) within the time stated or by close of business on the day following the date of the offer.

2.2 Individual applications – Room is part of a Registered Group

Subject to clause 2.3, approval of applications and awarding of a Room that is part of a Registered Group is completed in collaboration with the relevant Group Representative or Deputy Group Representative (as nominated) using the following methodology:

- (a) Where there are two or more applicants for a Room at the close of the advertising period, BCL will provide the Group Representative and Deputy Group Representative a list of the applicants by email. The Registered Group must within three business days confirm by return email the order of preference in respect of the list of applicants for awarding the Room. BCL will then allocate the Room to the first preferred applicant. If the first preferred applicant declines the offer, BCL will offer the Room to the second preferred applicant and so on until the Room is allocated and accepted. If the Group Representative or Deputy Group Representative fails to nominate an order of preference for the applicants within three business days, then the usual rules for awarding and allocation of Rooms set out in clause 2.1 will apply.
- (b) If there is only one applicant for the Room at the close of the advertising period, the usual rules for awarding and allocation of Rooms set out in clause 2.1 will apply.

- (c) Upon the successful applicant being awarded and allocated the Room:
 - (i) he or she will become a member of the Registered Group unless BCL is notified otherwise.
 - (ii) the Group Representatives will update the Registered Group list with the awarded chamber and forward to BCL Chamber Management on the [BCL website](#).

It is not permissible for a Registered Group to require any applicant to pay a sum of money or make any contribution, financial or otherwise, beyond the reasonable cost of contributing to any shared resources, as the price for gaining the group's support under these Chamber Rules.

2.3 Internal award and allocation to an existing member of a group

Where an Occupier of an existing Room which is a part of Registered Group has notified of an intention to vacate the Room, or the Room otherwise becomes vacant, and the Registered Group wishes to allocate the Room to a current Registered Group member, they must notify BCL Chamber Management by [email](#) of the change in allocation and the proposed date of change. BCL will then allocate the Room to that current Registered Group member without the need for the Room vacancy to be advertised.

2.4 Applications for allocation of Rooms to groups

Applications by Registered Groups and other groups for group Room allocations are approved by BCL and the BCL Board with consideration of the following factors:

- (a) whether the proposed group is in line with the Victorian Bar and BCL strategic intention of being open to all.
- (b) whether the group has an appropriate balance of seniority between senior and junior members.
- (c) whether the group proposes to occupy the whole floor.
- (d) whether the group proposes to occupy more than ten consecutive Rooms or half a floor at minimum.
- (e) whether the group is a pre-existing Registered Group.

2.5 Accepting an offer of allocation of group Rooms

For an existing BCL floor, acceptance of an offer of Rooms to a group is only valid when accompanied by the payment of a non-refundable deposit equivalent to two month's Occupancy Fee for each Room being allocated to the group. This fee must be paid by the relevant member of the group who will occupy the Room (as applicable).

For a new BCL floor or property, acceptance of an offer of a Room to a member of a group will require the payment of a non-refundable deposit equivalent to four months' Occupancy Fee for each Room being allocated to the group which must be paid by the relevant member of the group who will occupy the Room (as applicable) at a time determined by BCL.

Deposits will be taken in-lieu of monthly invoiced occupancy fees and credited to each group member's account as pre-paid occupancy fees over the relevant period (two or four months as applicable) and must be paid in full by the relevant date. If all deposits are not paid in full by the specified date, BCL may at its discretion elect to re-allocate all the Rooms to another group or, where a particular group member fails to pay their deposit in full by the specified date, BCL may permit the group to allocate the relevant Room to a new member of the group.

If any member of the group fails to take occupancy or withdraws the application after acceptance, BCL may at its discretion retain all or part of any non-refundable deposits paid under this clause 2.5.

2.6 Exceptions to group allocation process

The following exceptions apply to the group allocation process in clauses 2.4 and 2.5 above:

- (a) where a new floor or new Rooms are established, BCL may allocate the floor or Rooms to a Registered Group or other group at its discretion.
- (b) if a number of existing Rooms fall vacant or a substantial number of Rooms on a floor are vacant, BCL may designate those Rooms to individuals or award those Rooms to a Registered Group as approved by BCL.

2.7 No exclusive right of possession

The Occupier is not entitled to exclusive possession of the Rooms. The allocation and/or use of the Rooms under these Chamber Rules create contractual rights only and does not create any tenancy, estate or interest in respect of the Rooms.

2.8 Other entities

BCL reserves the right at its discretion to allocate all spaces and floors managed by BCL, including Rooms and Carparks, and/or to provide services for use by other persons and entities.

2.9 Reallocation of Rooms on a temporary basis

As a result of major works to Room(s) and or Common Areas, BCL may, in collaboration with the relevant Occupier(s), determine to temporarily relocate the relevant Occupier(s) to different Room(s), which may be within the same floor or within another floor of the same or another building, on the following terms:

- (a) giving notice to the Occupier(s):
 - (i) in the general case, of a minimum of 30 days; or
 - (ii) in the event of an emergency, within a reasonable period of notice as the circumstances may dictate; and
- (b) by offering the Occupier a Room of comparable size and quality unless otherwise agreed between BCL and the Occupier; and
- (c) BCL are to bear the reasonable costs associated with the temporary relocation, including but not limited to:

- (i) the moving of the Occupier's property, either in total or those items agreed as necessary between the Occupier and BCL, between Rooms; and
- (ii) any and all technological/network support required as a consequence of temporary relocation.

3 REGISTERED GROUPS

3.1 Applications to register a Group

Groups of individual barristers may apply to BCL to become a Registered Group by completing the electronic form [here](#). All group applications will be approved at the discretion of BCL and the BCL Board.

Groups may apply to BCL to become a Registered Group:

- (a) If they occupy a minimum of ten or more consecutive Rooms on a floor; or
- (b) at the discretion of BCL.

3.2 Changes to group membership or dissolving a group

BCL Chamber Management must be advised on the BCL website of any changes to group memberships including any proposed changes to members by completing the electronic form [here](#). BCL will then confirm acceptance or refusal of these changes with the Group Representative or Deputy Group Representative by email.

In the case that groups no longer meet the requirements of group registration the floor may be de-registered at BCL's discretion.

In the case that a Registered Group wishes to dissolve or de-register they must advise BCL by [email](#) within 30 days of the proposed date of dissolution.

3.3 Group Representatives

All Registered Groups must nominate a Group Representative and Deputy Group Representative for the purposes of administration and communication between BCL and the group.

Group Representatives and Deputy Group Representatives must be a member of their respective Registered Group and occupy Rooms on the same floor as their Registered Group. BCL must be advised in writing by [email](#) of any changes to the Group Representative or Deputy Group Representative. In addition, it is the responsibility of the Group Representative or Deputy Group Representative to ensure that the contact details for the Registered Group are up to date and provided to the BCL Chamber Management team in a timely manner.

Group Representatives and Deputy Group Representatives must ensure that they are contactable by BCL and reply to any requests from BCL in a timely manner.

4 SHORT TERM SUB-LICENSE OF ROOMS

4.1 Conditions of sub-licensing

- (a) An Occupier must not sub-license their allocated Room without first obtaining the prior written approval of BCL in accordance with clause 4.2.
- (b) Requests for sub-licensing are approved as exceptional circumstances at the discretion of BCL and subject to conditions which BCL may set on any sub-licensing arrangement.
- (c) A sub-licensee will not be considered as the Occupier of the Room or, in the case of Rooms allocated to a Registered Group, as a member of a Registered Group unless as awarded by the group and approved at the discretion of BCL.
- (d) Subject to the Occupier's continuing right to occupy their allocated Room pursuant to these Chamber Rules, any proposed sub-licensing arrangement must be for a period of not less than three months and not greater than 12 months.
- (e) The Occupier must ensure that the sub-licensee agrees to comply with these Chamber Rules and the Occupier will be held responsible for any breach of these Chamber Rules by the sub-licensee. The Occupier acknowledges that any sub-licensing under this clause 4 does not release the Occupier from their obligations under these Chamber Rules and the Occupier will at all times remain liable to BCL under these Chamber Rules in respect of their allocated Room, including for payment of Occupancy Fees relating to the Room.
- (f) In general, an application to sub-license a Room will not be approved where:
 - (i) at the time of the application, the applicant is in breach of any of the terms of the applicant's occupancy of the Room; or
 - (ii) the applicant fails to notify BCL of the name and contact details of the proposed sub-licensee in an application to sub-license the Room.
- (g) Access passes and keys may be allocated to a sub-licensee at the expense of the sub-licensee. Occupiers must not share their keys and access passes with sub-licensees.
- (h) Sub-licensees are required to have their own subscriptions to BCL Services and Facilities including network and support services in accordance with Chamber Rules and Communication and Technology Terms and Conditions. Such services are charged directly to the sub-licensee by BCL and Occupiers must not share their subscriptions with sub-licensees.

4.2 Applications to sub-license a Room

- (a) Any application to sub-license a Room must be sent to BCL Chamber Management by completing the [online form](#) and outlining the reasons for the application, the name and contact details of the proposed sub-licensee and the duration of the proposed sub-licensing arrangement.
- (b) Applications to sub-license a Room are approved at the discretion of BCL and subject to any conditions which may be imposed by BCL.

- (c) In deciding whether to approve an application, BCL will take into consideration:
- (i) where the Room is a part of Registered Group, whether approval of the sub-licensing arrangement is given by the Group Representative or Deputy Group Representative.
 - (ii) the availability of other vacant Rooms.
 - (iii) any impact to other Members or Room vacancies upon occupiers of other Rooms on the same floor as the Room to be sub-licensed.
 - (iv) seniority and the length of time that each of the applicant and the proposed sub-licensee has been a Member of the Victorian Bar.
 - (v) the purpose for which the applicant wishes to sub-license his or her Room.
- (d) The Occupier is not permitted to profit, either financially or otherwise, from the sub-license of their allocated Room

5 SHARING OF CHAMBERS

Barristers may apply to BCL to share their Room or other Rooms with one or more other nominated barristers.

Applications to share a Room must be made on the [BCL Website](#) and include the full name and contact details for each barrister proposing to share the Room. An application to share Rooms will not be approved by BCL where the Room is unsuitable for sharing in the manner proposed or may affect other occupiers on the floor or the property more generally.

Barristers sharing a Room are jointly and severally liable to BCL for the full amount of the Occupancy Fee for the Room and any Associated Costs.

All Barristers sharing a Room are deemed to be an Occupier of that Room under these Chamber Rules.

In the event a Room requires additional furnishings or infrastructure, including electrical, data, or building services, to accommodate the sharing of the Room, this cost may be passed on to the Occupiers of the Room by BCL at its discretion.

Costs associated with security provisions including locks and access passes to accommodate the sharing of a Room may also be passed onto the Occupiers of the Room by BCL at its discretion.

6 CAR PARKS

All available Car Parks are advertised for a minimum of one week on the BCL Vacant Chambers [website](#) unless otherwise agreed by BCL.

Applications for available BCL Car Parks must be made by completing the electronic form on the [BCL Website](#).

Car Parks are allocated having regard to seniority in accordance with the order of priority for allocation of Rooms as outlined in clause 2.1.

BCL reserves the right to allocate car parks where reasonable to non-occupiers for the purpose of maintaining sites or for contractor and other use.

PART B - TERMS AND CONDITIONS OF OCCUPANCY AND USE OF BCL SERVICES AND FACILITIES

7 OCCUPYING CHAMBERS

- (a) BCL provides Rooms to Occupiers monthly commencing on the first day of each calendar month and recurring monthly until terminated in accordance with these Chamber Rules.
- (b) Pursuant to Ministerial Determination No.2 (effective from 1 May 2004), made pursuant to section 5 of the *Retail Leases Act 2003 (RLA)*, the occupation by a legal practitioner who has been issued with a practising certificate by the Victorian Bar of a Room in Chambers owned or controlled by BCL is not, for the purposes of the RLA, a retail lease and the provisions of the RLA do not apply to that occupancy.

8 USE OF ROOMS, FACILITIES AND COMMON AREAS WITHIN CHAMBERS AND CONDUCT POLICIES

8.1 General

- (a) Occupiers must conduct themselves in accordance with these Chamber Rules and behave in a way that demonstrates the Victorian Bar's principles of justice, integrity, equity and the pursuit of excellence.
- (b) Occupiers must ensure that all employees, clients, visitors, contractors or agents of the Occupier conduct themselves in accordance with these Chamber Rules.
- (c) Breaches of the Terms and Conditions of the Chamber Rules may be referred to the Victorian Bar and/or may lead to termination of the Occupancy in accordance with clause 13.
- (d) Occupiers must comply with the [Victorian Bar Conduct Policies](#) and the [Legal Profession Uniform Conduct \(Barrister\) Rules 2015](#), including Rule 123 which deals with conduct that constitutes discrimination, victimisation, sexual harassment or bullying as it relates to the occupancy of chambers.

8.2 Use of Rooms and Common Areas

- (a) An Occupier must only use or occupy their Room in connection with their practice as a barrister and for no other purpose.
- (b) Without limiting the generality of clause 8.2(a), an Occupier must not use their Room:
 - (i) as a dwelling or for the purpose of sleeping overnight; or
 - (ii) for the sale of goods and/or provision of services other than legal services.
- (c) An Occupier must only use, and must ensure that their visitors, employees and contractors only use the Common Areas for their intended purpose and in the ordinary course in connection with their occupancy and their practice as a barrister.

- (d) Use of BCL owned and leased properties by an Occupier must be in accordance with any relevant State and Federal legislation.
- (e) Each Occupier must respect every other Occupier's right to quiet enjoyment of their Room and right to use the Common Areas in conjunction with others within Chambers.

Without limiting the generality of the foregoing, each Occupier must not:

- (i) interfere with or impede other users of the Common Areas.
 - (ii) cause any nuisance to others in Chambers by their use of their Room or the Common Areas.
- (f) Occupiers must not purposefully damage or tamper with and must take reasonable care not to damage or tamper with, BCL property including fixtures and fittings, air- conditioning and heating units, furniture, security features, technology, smoke detectors or other emergency equipment.
 - (g) Occupiers must promptly repair and make good to BCL's satisfaction (acting reasonably) any damage to the Room, the Chambers or the Common Areas to the extent it is caused or contributed to by the Occupier or its employees, agents, invitees or contractors (except for fair wear and tear).
 - (h) Each Occupier must comply with BCL's reasonable directions concerning the use of the Room, the Chambers and the Common Areas.
 - (i) Occupiers must not allow rubbish arising from the Occupier's use of their Room to accumulate in or about their Room or the Common Areas and must keep their Room in a clean and tidy condition.
 - (j) Occupiers must not smoke, and must ensure that their employees, contractors and visitors do not smoke, including the use of vaping devices and e-cigarettes, in the Occupier's Room or in any other areas within BCL properties.
 - (k) Common Areas may be used as a place of work upon approval from BCL. This includes the use of open desks, common reception areas, and assistant desks. The security and insurance of such spaces is at the risk and responsibility of the relevant Occupier and other Occupiers of the floor, including insuring against risk of loss or damage to equipment and personal artifacts on desks or in drawers, to fixtures, fittings, artworks and other furnishings within the Common Area.

8.3 Right to enter properties

BCL may, at any reasonable time and with reasonable notice to Occupiers, enter its properties, including Rooms and Common Areas, for inspection or to carry out cleaning, maintenance, repairs, or building work, except in an emergency, where BCL may enter Rooms and or Common Areas at any time without giving notice to an Occupier.

8.4 Use of Technology and Network services

An Occupier's use of BCL Services and Facilities constitutes acceptance of and agreement to comply with the terms and conditions that apply to the particular BCL Services and Facilities that they use, being the BCL Communications and Technology Terms and Conditions in respect of Technology and Network services, in addition to these BCL Chamber Rules of Occupancy as notified by BCL.

Occupiers in BCL Rooms and Chambers must:

- (a) adhere to the [Victorian Bar Technology Minimum Standards policy](#) and;
- (b) ensure they use all technology, network and support services as outlined in the [BCL Communications and Technology Terms and Conditions](#).
- (c) where practicable utilise BCL's Technology and Network services as outlined on BCL's [website](#);

8.5 Workplace Health and Safety

- (a) BCL and Occupiers have duties under applicable Workplace Health and Safety (WHS) laws as both a business and employer.
- (b) Occupiers must comply with all relevant WHS laws and must support BCL in the provision of a working environment that is safe and without risks to health of Occupiers and their employees, BCL employees and other persons who are owed duties by the Occupier and BCL under WHS laws. This includes working with BCL on the implementation and maintenance of emergency management plans and procedures.
- (c) Occupiers must participate in any drills, evacuations, lock downs and any other emergency and incident management exercises facilitated by BCL or leased property management. Each floor across BCL's owned and leased properties must nominate a floor Fire Warden and First Aid Officer. These cannot be the same individual.
- (d) Occupiers must allow the testing and tagging of personal electronic equipment and technology by BCL or BCL contractors as required. BCL reserves the right to remove or shut down any device which does not meet electronic equipment and technology testing standards.
- (e) Occupiers must ensure emergency services, facilities and provisions including signs, fire alarms, hydrants and sprinklers, exits, doorways, and stairwells are kept clear and accessible at all times and must promptly remove their property causing any obstruction to the same. BCL reserves the right to remove at the Occupier's cost any obstruction to these emergency services without notice to the Occupier.

9 OCCUPANCY FEE, BCL SERVICES FEES AND OTHER ASSOCIATED COSTS

9.1 Payment of Occupancy Fee

Each Occupier is liable for payment of the Occupancy Fee for their allocated Room, the BCL Services Fees and Associated Costs applicable to their allocated Room on and from the date the Occupier has agreed to occupy the Room (or from such other date as notified to the Occupier at the discretion of BCL).

Occupiers must pay to BCL the relevant Occupancy Fee for their Room at the monthly rate specified in the advertisement of the Room allocated to the Occupier (or such other rate as notified by BCL to the Occupier from time to time), plus any Associated Costs, together with the applicable amount of GST as set out in the monthly invoice provided by BCL monthly in advance.

Payment of the amounts payable by the Occupier as itemised in the BCL monthly invoice must be paid monthly by Electronic Payment, on the first day of each calendar month in advance.

Occupiers may choose to pay their Occupancy Fee and Associated Costs (together with the applicable amount of GST) as a pre-payment of more than one month in advance with BCL's approval. Pre-paying the Occupancy Fee does not change the nature of the originally agreed occupation and Occupiers are still subject to the terms and conditions outlined in these Chamber Rules.

An Occupier must pay the Occupancy Fee and all other amounts payable by the Occupier in full without any set-off, counterclaim, withholding or deduction whatsoever.

9.2 Changes to Occupancy Fee

BCL may from time to time reassess and reset the Occupancy Fee payable for a Room as follows:

- (a) the relevant Occupancy Fee will be reviewed against comparable occupancy fees across Rooms, floors or BCL buildings (owned or leased).
- (b) other costs (including Associated Costs) will be reviewed against comparable costs that are fair and reasonable across Rooms, floors or BCL buildings (owned or leased).
- (c) notice of any change in the Occupancy Fee payable for a Room will be provided to the Occupier with a minimum of 30 days' notice.
- (d) the Occupancy Fee payable for a vacant Room will be provided when available as advertised on the [BCL Website](#).

9.3 BCL Services Fees

Occupiers must pay to BCL the relevant BCL Services Fees for the BCL Services and Facilities (together with the applicable amount of GST) as itemised on the BCL monthly invoice.

Payment of the amounts payable by the Occupier must be paid monthly by Electronic Payment, on the first day of each calendar month in advance.

9.4 Other Associated Costs

Where a barrister occupies a Room which forms part of a Registered Group or is a BCL managed floor, that Occupier is liable for all monthly costs associated with that Room (including any shared costs or expenses).

An Occupier is liable for all costs and expenses (including any additional interest and fees such as bank or contractor charges and legal costs) incurred by BCL by reason of any default in their observance of the terms and conditions of occupancy under these Chamber Rules.

BCL has the discretion to charge interest at the rate that applies under section 2 of the Penalty Interest Rates Act 1983 (Vic) from the due date for payment until the amount is paid in full and calculated on daily balances where an Occupier has not paid an amount invoiced

and owing to BCL when due and payable and BCL reasonably considers that there has been a repeated history of significant late payment by an Occupier.

On exercising its discretion to charge interest to an Occupier, BCL will communicate individually to that Occupier giving notice that:

- (a) interest will be charged by BCL to that Occupier;
- (b) the amount of interest payable by that Occupier and the calculation;
- (c) on what part of that Occupier's account the interest is payable; and
- (d) from what date the interest is payable; and
- (e) that the Occupier has a right to ask for a waiver of interest and/or enter into a payment plan (to be determined at the sole discretion of BCL) if they are experiencing difficulties in paying their account.

Where an Occupier pays via direct debit and this payment is rejected by the Occupier's financial institution BCL has the ability to charge an administration fee.

Where an Occupier has agreed to make payments under a loan or lease with any bank or other financial institution for equipment, facilities and improvements in Common Areas or in allocated Rooms, the Occupier is liable for and must make those payments.

Other Associated Costs do not include insurance costs for any items not owned by BCL. Each Occupier must ensure they maintain adequate insurance to cover risk of loss or damage to all their personal property and other items (including artwork) whether located in their allocated Room or in a Common Area or in a Car Park.

9.5 Parental leave subsidy

Any requests for Occupancy Fee subsidy must be in writing and directed to Victorian Bar Inc. who will assess the application in accordance with the relevant Victorian Bar Inc. parental leave policy and advise the applicant in writing of their decision. If the application is approved, Victorian Bar Inc will:

- (a) advise the applicant in writing of the approval.
- (b) and forward a copy of the approval letter by [email](#) to BCL Chamber Management as authority for the Victorian Bar Inc. to be charged with the amount of the subsidy; and
- (c) separately account for the Occupancy Fee subsidy in the financial statement of Victorian Bar Inc.

9.6 New members of the Bar

Barristers who are new to the Victorian Bar and are looking to take their first Room may be offered a reduction of their relevant Occupancy Fees for up to six months for selected Rooms at BCL's discretion. This reduction applies to Room Occupancy Fees only and does not apply to any Associated Costs or other services.

9.7 Access

Access to chambers and common areas varies across BCL's properties. Occupiers are to purchase outright any electronic key cards and other electronic access devices provided by BCL. Any physical keys issued to Occupiers remain the property of BCL and are to be returned upon vacating the Room. Occupiers are liable for any lost access devices (including physical keys) and any related work undertaken by BCL or its contactors to resecure the property.

9.8 Signage

Occupiers are responsible for all applicable and associated signage charges to include their name and/or the name of their Reader or employees on signage outside their Room, and if applicable in other locations such as electronic signage, floor or lobby signage.

10 MAINTENANCE, CAPITAL WORKS AND PROJECTS

From time-to-time BCL may undertake maintenance, repairs, capital works and special projects in BCL leased and owned properties. These may include for example fitting out and improving technologies or updating amenity within new and existing floors.

BCL will use reasonable endeavours to minimize the impact of such works on Occupiers, employees, contractors and visitors, however Occupiers and their employees and contractors may:

- (a) have their access to their Room, Common Areas, walkways and lifts restricted for safety reasons.
- (b) be moved to a comparable Room for the duration of works at the discretion of BCL.
- (c) experience some disruption or reduced service levels, including planned outages, noise, vibrations and other issues associated with the works or maintenance.
- (d) be required to move to an alternative Room or floor if BCL considers the environment unsafe or not fit for occupying. Alternative Rooms may or may not be of a comparable size or standard.

To the maximum extent permitted by law, any access restrictions and/or disruptions in relation to maintenance, repairs or other works, whether to Rooms or the floor, Common Areas, or to BCL Services and Facilities, do not entitle an Occupier to any rebate, reductions, abatements, adjustments or credits for Occupancy Fees, BCL Services Fees or Associated Costs from BCL unless agreed otherwise by BCL at its discretion.

11 INDIVIDUAL CHAMBER ALTERATIONS

From time-to-time Occupiers may wish to make alterations to their Rooms as new works, modifications, or additions. Such works may include partitions, alterations and additions to the building services and finishes, removal and replacement of ceiling tiles, carpet/floor finishes and other associated works.

Occupiers wishing to undertake any In Chamber Works, must ensure that the works are conducted in accordance to the BCL In Chamber Works Terms and Conditions available on the [BCL website](#).

12 VACATING CHAMBERS

An Occupier intending to vacate a Room for any reason must notify BCL of their intention to vacate their Room as outlined in clause 13.5 and provide a minimum of 30 days' notice (or as agreed for leased floors) of the nominated vacation date unless BCL agrees in writing to an earlier vacation date at its discretion.

When vacating their Room, the Occupier:

- (a) must remove all belongings, furniture and other personal items from the Room by the nominated vacation date.
- (b) must ensure the Room is in the same condition on the nominated vacation date as it was in when originally occupied, except for any alterations or improvements notified to or authorised by BCL and subject to fair wear and tear.
- (c) must remove any fixtures or fittings which have been installed by the Occupier during the term of their occupancy at the time of vacating the Room and must Make Good any damage or alterations by the nominated vacation date.
- (d) agrees that any fixtures or fittings left in the Room after vacating the Room are deemed part of the freehold and the property of BCL unless BCL agrees otherwise.
- (e) acknowledges that any furniture, and personal belongings or property left in the Room by the Occupier after the vacation date will be placed in storage for a maximum of 30 days, and that BCL may charge the Occupier any costs related to storage and removal of these items left behind by the Occupier. If the Occupier fails to collect their belongings or property within 30 days the items are deemed to be abandoned and BCL may choose to dispose of or sell the abandoned items and the costs of disposal or sale may be passed on to the Occupier at BCL's discretion.

Notwithstanding the ending of the occupancy, a vacating Occupier is and remains liable to BCL for all costs incurred by BCL to carry out any repairs to Make Good any damage to the Occupier's Room and will continue to be liable to BCL for any Occupation Fees and any Associated Costs for the Room until the Room is in a condition deemed occupiable by BCL (acting reasonably).

When vacating a Room, it is the vacating Occupier's responsibility to provide 30 days' notice (or as agreed for leased floors) via email or the BCL website form (completed by the Chamber Management team) for the cancellation of any other BCL Services and Facilities, including technology services. For the avoidance of doubt, an Occupier will continue to be liable to pay for BCL Services Fees in respect of BCL Services and Facilities provided to the Occupier by BCL unless or until they are cancelled.

Upon vacating a Room, the Occupier remains responsible for any amounts owing or outstanding to BCL including Occupancy Fees, BCL Services Fees, Associated Costs and any other BCL fees as outlined in the monthly invoice and statement issued to the vacating Occupier's nominated email address.

13 TERMINATION OF OCCUPANCY AND NOTICE TO VACATE

13.1 Termination of occupancy without cause

The occupancy of a Room may be terminated without reason:

- (a) by an Occupier giving BCL a minimum of 30 days' (or as agreed for leased floors) prior written notice in writing by [email](#) of their intention to terminate their occupancy and vacate their Room, subject to their compliance with clause 12, and specifying:
 - (i) the Occupier's proposed termination date, which date will be no earlier than 30 days (or as agreed for leased floors) after the Occupier gives notice, unless BCL agrees in writing to an earlier termination date at its discretion; and
 - (ii) the Occupier's proposed vacation date, which must be on or before the agreed termination date; or
- (b) by BCL giving an Occupier 30 days' prior written notice of termination of their occupancy together with the proposed termination and vacation date, which date will be no earlier than 30 days after BCL gives the notice, unless the Occupier and BCL agree in writing to an earlier or later date.

13.2 Relocation following termination by BCL for convenience

When serving a notice of termination pursuant to clause 13.1(b), BCL may to meet BCL's business needs, including but not limited to a need to consolidate floors, conduct major repairs, to enlarge or reduce the size of Rooms, Chambers or Common Areas, to accommodate demand for individual rooms or for groups of rooms, or at the expiry of a lease, in collaboration with the relevant Occupier(s), determine to relocate the relevant Occupier(s) to a different Room(s), which may be within the same floor or within another floor of the same or another building, on the following terms:

- (a) On a minimum of 30 days' notice to the Occupier(s);
- (b) by offering the Occupier a Room of at least comparable size and quality unless otherwise agreed between BCL and the Occupier; and
- (c) for a period of six months following relocation, unless otherwise agreed between BCL and the Occupier, the Occupancy Fee payable on that Room is to be the Occupancy Fee payable by the Occupier on their original room;
- (d) BCL is to bear the reasonable costs associated with the relocation, including but not limited to:
 - (i) the moving of the Occupier's property between Rooms;
 - (ii) any and all technology and network support required as a consequence of relocation; and
 - (iii) any reasonable 'in chambers works' such that the Occupier is in no worse positions as a result of the relocation.

13.3 Termination of occupancy with cause

- (a) BCL may terminate the occupancy of a Room by giving the Occupier a Notice to Vacate in accordance with clause 13.3.
 - (i) on the first day of the second successive month after the Occupier defaults in the payment of the Occupancy Fee applicable to the Room.
 - (ii) if in the reasonable opinion of BCL the Occupier breaches any of the Chamber Rules:
 - (A) where the Occupier has received two or more notices from BCL of the Occupier's breach of a term or condition of these Chamber Rules and has failed to remedy the breach within 14 days of a notice of breach from BCL: or
 - (B) where the breach in BCL's reasonable belief is serious in nature, involves a failure to comply with the conduct rules described in clause 8.1 (d) of these Rules, is unlawful or may bring the reputation of BCL into disrepute; or
 - (iii) if the Occupier is the subject of an adverse determination by the Victorian Bar and BCL considers it appropriate to terminate the Occupier's occupancy at BCL's discretion.
- (b) An occupancy is immediately terminated without the need for any notice if the Occupier:
 - (i) ceases to be a Member of Victorian Bar Inc.
 - (ii) is struck off the roll of persons admitted to practice as Barristers and Solicitors of the Supreme Court of Victoria; or

13.4 Notice to vacate

Any Notice to Vacate given by BCL under clause 13.2 must include the reason for termination of the occupancy and specify the date by which the Occupier must vacate the Room, such vacation date to be determined by BCL at its discretion.

13.5 Notices given by BCL

A notice given by BCL under these Chamber Rules may be given by:

- (a) sending it by email to the email address provided by the Occupier.
- (b) leaving it at the Occupier's Room.
- (c) leaving it at or posting it to the Occupier's clerk; or
- (d) posting it to the Occupier's last known address.

13.6 Notice given by Occupier

A notice given by an Occupier under these Chamber Rules may be given by:

- (a) sending it to BCL Chamber Management by [email](#); or
- (b) leaving it at or posting it to BCL's office located at Level 13 200 Queen Street Melbourne Victoria Melbourne, 3000: or BCL Service Desk ground floor Owen Dixon Chambers East, 205 William Street Melbourne Victoria 3000.

13.7 When notices are received

Notices shall be deemed to have been received:

- (a) in the case of hand delivery, on the date of delivery.
- (b) in the case of email, on the date of sending, provided that no error or non-delivery of message is received by the sender; and
- (c) if sent by pre-paid regular mail, 3 days after the date of posting.

14 LIABILITY

- (a) Occupiers acknowledge and accept that:
 - (i) Occupiers occupy and use their Room, Car Parks, and the Chambers and Common Areas at their own risk. If an Occupier is obliged to do anything under these Chamber Rules, they do so at their own risk and BCL does not insure any such risk.
 - (ii) Occupiers acknowledge that BCL does not take out insurance to cover the contents of any Room, Car Parks or Common Areas, nor does it accept any risk or responsibility for loss or damage to the Occupier's property and Occupiers are responsible for taking out and maintaining their own insurance to cover risk of loss or damage to their property and other items, whether left in their Room, Car Park, Chambers or Common Areas.
 - (iii) Occupiers must pay or reimburse BCL for any costs and expenses incurred by BCL in relation to any act or omission that is in respect of a breach or default by the Occupier (or an employee, agent, invitee or contractor of the Occupier) of the terms of their occupancy, including these Chamber Rules, or in connection with their occupancy, including legal costs calculated on an indemnity basis if applicable, at the discretion of BCL.
- (b) To the maximum extent permitted by law, including under the ACL:
 - (i) subject to clause 14(c)(ii), BCL will not be liable to the Occupier under these Chamber Rules or in connection with their occupancy or use of Rooms, Car Parks, Common Areas or any part of the BCL properties, or their use of BCL Services and Facilities, for any damage, loss, injury, or death, occurring in or about the BCL properties, except to the extent that BCL caused the loss or damage by its negligent act or negligent omission; and

- (ii) neither party will be liable to the other party for any indirect loss, including for business interruptions, loss of actual or anticipated profit or revenue, or any other type of consequential, special or contingent loss or damage of any kind arising from any action, demand, claim, proceeding, cost, liability under these Chamber Rules irrespective of the manner in which it occurs.
- (c) Notwithstanding the preceding paragraph, the ACL provides consumers with statutory rights. Where the ACL applies to Rooms or the BCL Services and Facilities provided by BCL our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- (d) To the maximum extent permitted by law, including the ACL, in all circumstances, BCL's maximum liability to the Occupier in the aggregate will be limited to:
- (i) in the case of liability relating to the Room, the applicable Occupancy Fee paid by the Occupier for one (1) month for the relevant Room; or
- (ii) in the case of liability relating to BCL Services and Facilities, to the applicable BCL Services Fee paid by the Occupier for one (1) month for the relevant BCL Services and Facilities.

15 SECURITY

- (a) BCL reserves the right to inspect Chambers and Rooms including Common Areas as part of its essential maintenance and asset protection measures.
- (b) The use of security personnel may be used during various times. This may include business hours, after hours, or as required.
- (c) To maintain an 'open to all' environment, sites including Common Areas may be accessible to members of the public without screening or escort from BCL or its contractors. Occupiers are responsible for all visitors including contractors, staff, lawyers, students, clients, or other individuals who may visit BCL floors.
- (d) BCL reserves the right to change locks and access systems for vacating occupiers without consent from the floor or other Occupiers.

16 DEFINITIONS

When used in these Chamber Rules the following terms have the following meanings:

- **Associated Costs** means the additional costs to be paid by an Occupier in connection with the occupancy of a Room and may include the cost of a Managed Floor contribution including the cost of the Associate (Practice Support), consumables, metered services, fixed cost items, communal art, insurance, Joinery and other additions to the Room or to the floor.
- **BCL Services and Facilities** has the meaning given in paragraph B (*Barristers' Chambers Limited Services*) of the Background Section of these Chambers Rules.
- **BCL Services Fee** means the agreed fees payable by the Occupier for the applicable BCL Services and Facilities provided by BCL to the Occupier.
- **Car Park** means the defined and allocated space for an Occupier's car to be parked in BCL's properties.
- **Chamber** and **Chambers** means the collection of Rooms and/or spaces provided by BCL in which Members undertake their business.
- **Chamber Rules** means the terms and conditions contained in this document and includes the behavioural policies and terms of conditions of occupancy outlined herein.
- **Common Area** means the areas of a floor or building that BCL provides or makes available for common use or access including, meeting and conference rooms, shared open spaces, lobbies and reception areas, footpaths, access ways, entrances, stairs, elevators and escalators, kitchens, bathrooms and toilets, end of trip facilities, emergency exits and fire escapes and other facilities. Common Areas do not include electrical or hydraulic risers.
- **Electronic Payment** means direct debit, direct credit, BPoint, BPay or prepayment or withdrawal of funds by BCL from a nominated bank account.
- **Group Representative or Deputy Group Representative** means the nominated representatives for a Registered Group whose details are notified to and acknowledged by BCL.
- **In Chamber Works** means any alterations, new works, modifications or additions an Occupier wishes to make to Rooms or within Chambers, including partitions, joinery alterations or removals and other associated works.
- **Inner Bar** means Members of the Victorian Bar who are Kings Counsel or Senior Counsel.
- **Interest** means to charge interest at the rate that applies under section 2 of the Penalty Interest Rates Act 1983 (Vic) on overdue accounts.
- **Joinery** means fixed or floating chamber shelving, book shelving, built in desks, cupboards draws and robes.
- **Keys** means electronic key cards, physical keys, security passes and/or other security access devices for locks and doors or other openings.
- **Member** means a member of the Victorian Bar Inc.
- **Managed Floor** means a floor of a building which is owned or leased by BCL with a support staff member employed and managed by BCL with or without additional services.
- **Make Good** means the process of repairing or bringing something in a Room up to a finished standard or restoring it to its previous condition (subject to fair wear and tear) as defined by BCL.
- **Notice to Vacate** means a notice in writing by BCL giving notice to an Occupier to vacate a Room in a specified time frame or by a specified date.

- **Occupancy Fee** means the agreed monthly cost an Occupier is to pay for occupying a particular Room and its assigned allocated Costs.
- **Occupier** means a practising barrister who is a member of Victorian Bar Inc. occupying Rooms from BCL unless otherwise agreed by BCL at its discretion.
- **Reallocation** means to relocate the relevant Occupier(s) to a different Room(s) temporarily or permanently.
- **Relocation means** means to permanently relocate the relevant Occupier(s) to a different Room(s).
- **Registered Group** means a group of individual barristers or a floor of barristers who are formally registered and approved as group by BCL.
- **Room** means a room within Chambers that can be or has been allocated to an Occupier by BCL.

17 RULES OF INTERPRETATION

In this document, unless expressed to the contrary:

- (a) words in the singular include the plural and vice versa.
- (b) any gender includes the other genders.
- (c) if a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (d) 'includes' means includes without limitation.
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority.
 - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.
 - (iii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation.
 - (iv) a right includes a benefit, remedy, discretion or power.
 - (v) time is to local time in Melbourne.
 - (vi) '\$' or 'dollars' is a reference to Australian currency.
 - (vii) this or any other document includes the document as varied or replaced and despite any change in the identity of a party.
 - (viii) a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure of this document; and

- (ix) writing includes:
 - A. any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
 - B. words created or stored in any electronic medium and retrievable in perceivable form.

- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day.

- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and

- (i) an obligation to use reasonable endeavours does not require a party to incur a substantial commercial detriment or payment obligation.

History of document:

Chamber Rules of Occupancy <i>(Supersedes and replaces the BCL Chamber Rules dated July 2021)</i>	Approved by: The Victorian Bar Council & Barristers' Chambers Limited Date: 25 October 2024 Last Reviewed: 9 October 2024
Chamber Rules of Occupancy <i>(Supersedes and replaces the BCL Chambers Allocation Policy dated 27 July 2016)</i>	Approved by: The Victorian Bar Council & Barristers' Chambers Limited Date: 15 July 2021 Last Reviewed: 11 June 2021
Chamber Rules of Occupancy <i>(As Amended in October 2009 to introduce the Registered Group policy of the Victorian Bar)</i>	Approved by: The Victorian Bar Council & Barristers' Chambers Limited Date: 27 July 2016 Last Reviewed: 7 November 2019 Replaced: 15 Jul 2021

