

ATTACHMENT D

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**PLANNING AGREEMENT –
505-523 GEORGE STREET, SYDNEY**



Planning Agreement –
505-523 George Street,
Sydney

CFT No 4 Pty Limited (ACN128 223 656) atf the Coombes Family
Trust No. 4
ACN 128 223 656

The Council of the City of Sydney
ABN 22 636 550 790

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1.		

THIS AGREEMENT is made on

BETWEEN CFT No 4 Pty Limited atf the Coombes Family Trust No. 4 ACN 128 223 656
of PO BOX 177, Bondi Junction, New South Wales
(**Land Owner**)

AND The Council of the City of Sydney
ABN 22 636 550 790
of Town Hall House, 456 Kent Street, Sydney, New South Wales
(**Council**)

RECITALS

- A. The Land Owner has sought a change to an environmental planning instrument, being the Draft LEP, which will result in the Land being rezoned.
- B. The Planning Proposal, if approved by the making of the Draft LEP, will, amongst other things, alter the height controls for the Land under the provisions of Sydney Local Environmental Plan 2012.
- C. The Land Owner has offered to enter into this Agreement to provide the Public Benefits on the terms and conditions set out in this Agreement.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under that Act.

Address for Service means the address of each party appearing in Item 6 in Schedule 1 or any new address notified by any party to all other parties as its new Address for Service.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by law or an Authority.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department and includes a certifier accredited under section 109T of the Act.

BASIX Certificate has the same meaning as in the Regulation.

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking with all the following requirements. It must:

- (a) be signed and issued by an Australian Prudential Regulation Authority (**APRA**) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia;

- (b) have at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + [Standard & Poors and Fitch]; or
 - (ii) Baa 1 [Moody's]; or
 - (iii) bbb [Bests].
- (c) be issued on behalf of the Land Owner;
- (d) have no expiry or end date;
- (e) have the beneficiary as the Council;
- (f) state either individually, or in total with other lodged compliant forms of Guarantee, the relevant minimum amount required to be lodged as security; and
- (g) state the purpose of the deposit required in accordance with this Agreement.

Building Environmental Performance means:

- (a) in respect of the Residential Tower Component, environmental performance that exceeds that required in order to obtain a BASIX Certificate (that is current at the date of the Land Owner's Stage 2 Development Application) in respect of that portion that is BASIX affected development; and
- (b) a detailed report, to be provided to Council by the Land Owner as part of the Land Owner's Stage 2 Development Application, comprising the:
 - (i) Land Owner's analysis of international best practice for buildings of a similar scale, use, constraints and nature;
 - (ii) environmental opportunities explored by the Land Owner for the Proposed Development; and
 - (iii) environmental initiatives proposed by the Land Owner to be incorporated into the Proposed Development.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Childcare Facility means the area described in the Performance Brief and Indicative Concept Plans being the area within the highest level of the podium of the Proposed Development, having no less than 2,600 m² of internal and external space (including but not limited to thoroughfares, outdoor play areas, panic rooms, toilet and hygiene facilities, storage areas and administrative areas) that fronts, whether in whole or in part, George Street, for the purposes of a child care centre and/or early childhood education.

Community Meeting Facility means the area described in the Performance Brief and Indicative Concept Plans being the area within the podium of the Proposed Development, having no less than 250 m² of internal space, for the purposes of individuals, social groups and organisations using it to meet in a range of leisure, social, cultural and educational activities between 6am and midnight and includes an ante room, kitchenette, storage area and shared toilet facilities.

Completion is that stage in the execution of the Land Owner's Works or relevant part when the Land Owner's Works are complete except for minor Defects:

- (a) which do not prevent the Land Owner's Works from being reasonably capable of being used for their intended purpose;
- (b) which the Council determines, acting reasonably, the Land Owner has reasonable grounds for not promptly rectifying; and
- (c) rectification of which will not prejudice the convenient use of the Land Owner's Works.

Construction means and includes design, engineering fabrication and building work required to physically erect or install the relevant structure or other element.

Construction Certificate has the same meaning as in the Act.

Construction Costs means the fit out costs that are directly attributable to the performance of the Land Owner's Work including:

- (a) preparation of design and construction drawings for the relevant works (but excluding costs of or attributable to the design of the remainder of the Proposed Development);
- (b) geotechnical, engineering or other expert advice relating solely to the Land Owner's Works;
- (c) cost of materials used or installed (as the case may be) as part of the Land Owner's Works; and
- (d) labour, equipment hire, and other costs directly associated with the construction of the Land Owner's Works.

but does not include costs of:

- (e) project preliminaries,
- (f) contingencies,
- (g) project management fees,
- (h) development application lodgement or administrative fees so far as they relate solely to the Land Owner's Works;
- (i) bank guarantee fees,
- (j) financing costs, and
- (k) costs associated with the construction of the structure that is common to or supports other elements of the Proposed Development, not just the Land Owner's Works.

Court means the New South Wales Land and Environment Court or any other court of competent jurisdiction.

Dealing means selling, transferring, assigning and subdividing (but not a stratum or strata subdivision). For the avoidance of doubt it does not, include leases, sub-leases, licenses, sub-licences, mortgages, charges and any other dealing in connection with the financing of the Land or the Proposed Development. **Deal** has the same meaning.

Deed of Novation means the Deed identified in Schedule 6.

Defect means any error, omission, shrinkage or blemish in appearance or other fault in the Land Owner's Works caused by the Land Owner, its employees, agents or contractors, which prevents the Land Owner's Works from being reasonably capable of being used for their intended purpose but excludes any damage caused to the Land Owner's Works by a third party (other than the Land Owner's employees, agents or contractors) and fair wear and tear as a result of use of these facilities.

Defects Liability Period means the period of 12 months from the date on which the Land Owner's Works reach Completion.

Development Application has its meaning as in the Act.

Development Consent has its meaning as in the Act.

Draft LEP means a draft Local Environmental Plan that applies to the Land as contemplated in the Planning Proposal and that permits a maximum building height on the Land to 260 metres in the Sydney LEP with a requirement to provide a Childcare Facility, Community Meeting Facility (where the area requirements for those facilities (if specified) do not exceed 2,600m² and 250 m² respectively) and Toilet Facility.

Explanatory Note means the explanatory note required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Gross Floor Area (GFA) has the same meaning as in Sydney LEP.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Guarantee means a Bond or one or more unconditional bank guarantees, unlimited in time, issued by a bank licensed to carry on business in Australia that is

- (a) in favour of the Council;
- (b) for the Guarantee Amount; and
- (c) on such other terms and conditions as the Council may approve acting reasonably.

Guarantee Amounts means the amounts specified in Item 4 of Schedule 1 of this Agreement.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Indicative Concept Plans means the indicative concept plans set out in Schedule 5 of this Agreement relating to the Land Owner's Works as amended from time to time by agreement between the parties.

Land means the land identified in Item 3 of Schedule 1 of this Agreement, comprising the land the subject of this Agreement.

Land for Childcare Facility means that part of the Land referred to in Item 1 of Schedule 3 upon which the Childcare Facility is to be constructed and transferred to Council as a stratum lot.

Land for Community Meeting Facility means that part of the Land referred to in Item 2 of Schedule 3 upon which the Community Meeting Facility is to be constructed and transferred to Council as a stratum lot.

Land Owner's Works means the fit out of the Childcare Facility, Community Meeting Facility and provision of the Toilet Facility to be undertaken by the Land Owner as set out in the Schedules to this Agreement as refined and developed in accordance with this Agreement.

Local Environmental Plan has the same meaning as in the Act.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this agreement, and includes their successors and assigns.

Performance Brief means the brief at Schedule 4, including the Accommodation Schedule or as amended by the written agreement of the parties.

Planning Approval means:

- (a) a development consent as defined under section 4 of the Act; or
- (b) a modification of consent approval under section 96 of the Act; or
- (c) a project approval granted under section 75J of the Act,
- (d) a modification of the project approval under section 75W of the Act

in relation to the Proposed Development over all or part of the Land.

Planning Proposal means the planning proposal to amend the Sydney LEP to allow a maximum building height on the Land to 260 metres with, amongst other things, a requirement to provide a Childcare Facility, Community Meeting Facility and Toilet Facility.

Plan of Subdivision means:

- (a) a registered plan of subdivision under Division 3 of Part 23 of the *Conveyancing Act 1919* (NSW);
- (b) a strata plan within the meaning of the *Strata Schemes (Freehold Development) Act 1973* (NSW);
- (c) any form of dealing required by an Authority or the Land Owner to be registered with a plan of subdivision or strata plan regarding the creation of easements, covenants or other obligations.

Principal Certifying Authority has the same meaning as in the Act.

Proposed Development means the development of the Land for a stratum and strata subdivided high-rise residential and/or serviced apartment tower above a mixed use podium (that excludes residential accommodation) that is approximately 260 metres in height.

Public Benefits means the Transferred Land, the Land Owner's Works and Building Environmental Performance.

Quantity Surveyor means an independent and qualified quantity surveyor as agreed by the parties.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens Title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Related Entity has the same meaning as in the *Corporations Act 2001* (Cth).

Residential Tower Component means in respect of the Proposed Development, that component to be built above the podium and excludes demolition, basement excavation, works on or below the podium including such works and services that relate to or support the tower above the podium.

Section 94 Contributions are those contributions that may be imposed in any Planning Approval by a consent authority pursuant to section 94 and section 94A of the Act including under section 61 of the *City of Sydney Act 1988*.

Subdivision Certificate has the same meaning as in the Act.

Sydney LEP means *Sydney Local Environmental Plan 2012*.

Toilet Facility means the area or facilities described in the Performance Brief, being a publicly available toilet facility within the Proposed Development that is on the George Street level of the Proposed Development and open during the core trading hours of the George Street retail level.

Transferred Land means the land generally identified in Items 1 and 2 of Schedule 3 of this Agreement and where relevant, as generally shown in the Performance Brief and Indicative Concept Plan, upon which the Childcare Facility and Community Meeting Facility are to be constructed and transferred to the Council in accordance with this Agreement.

1.2 Interpretation

In this Agreement unless the context clearly indicates otherwise:

- (a) a reference to this Agreement or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision. For the avoidance of doubt, this does not apply to the standards identified in the Performance Brief;

- (c) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the introduction, a clause, schedule or annexure is a reference to the introduction, a clause, a schedule or an annexure to or of this Agreement;
- (e) clause headings and the table of contents are inserted for convenience only and do not form part of this Agreement;
- (f) the introduction, schedules (if any) and annexures (if any) form part of this Agreement;
- (g) the introduction accurately sets out the circumstances in which the parties have entered into this Agreement;
- (h) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (j) a reference to a corporation includes its successors and permitted assigns;
- (k) related or subsidiary in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (l) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Agreement;
- (m) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) a reference to a breach of warranty includes that warranty not being complete, true or accurate;
- (o) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (p) including and includes are not words of limitation;
- (q) the words at any time mean at any time and from time to time;
- (r) a reference to a time is to that time in New South Wales;
- (s) a word that is derived from a defined word has a corresponding meaning;
- (t) monetary amounts are expressed in Australian dollars;
- (u) the singular includes the plural and vice-versa;
- (v) words importing one gender include all other genders;
- (w) a reference to a thing includes each part of that thing; and

- (x) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. OPERATION AND APPLICATION OF THIS AGREEMENT

2.1 Operation

The parties agree that:

- (a) this Agreement constitutes a planning agreement within the meaning of section 93F of the Act;
- (b) clauses 3 (except 3.4) , 5 to 11 inclusive and clause 14 of this Agreement are effective and binding on the parties from the date that the Draft LEP is effective as an environmental planning instrument in accordance with section 34(5) of the Act and that the remaining clauses of this Agreement are effective and binding on the parties from the date that this Agreement is executed; and
- (c) this Agreement will remain in force and effect until the earlier of:
 - (i) provision of all of the Public Benefits by the Land Owner;
 - (ii) an effective Court declaration or order that the Draft LEP is invalid; or
 - (iii) termination pursuant to the terms hereof or by agreement.

2.2 Application of this Agreement

This Agreement applies to the:

- (a) Land;
- (b) the Planning Proposal; and
- (c) the Proposed Development.

2.3 Termination if Minister Decides not to make Draft LEP

In the event that the Minister decides at any time not to make the Draft LEP under section 59(2)(b) of the Act and informs a party in writing of that decision, then either party may terminate this Agreement by not less than 28 days' notice to the other.

2.4 Removal of Caveat and Registration of Agreement

In the event that this Agreement is terminated under clause 2.3, the Council agrees to promptly cooperate with the Land Owner in the removal of registration of this Agreement on the title to the Land if effected pursuant to clause 3 at the date of termination.

3. REGISTRATION ON TITLE

3.1 Land ownership

The Land Owner represents and warrants that it is the registered proprietor of the Land.

3.2 Registration of Agreement

- (a) The Land Owner agrees to use best endeavours to procure the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for the Land in accordance with section 93H of the Act.
- (b) The Land Owner at its own expense will, prior to the registration of this Agreement, take all practical steps, and otherwise do anything that Council reasonably requires, to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title, to enable the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the register for the Land in accordance with section 93H of the Act; and
- (c) The Land Owner, at its own expense, will take all practical steps to procure:
 - (i) the lodgement of this Agreement with the Registrar-General after the Agreement is entered into by the Parties; and
 - (ii) the registration of this Agreement by the Registrar-General either in the relevant folios of the register for the Land or in the General Register of Deeds if this Agreement relates to land not under the *Real Property Act 1900* (NSW) after the Agreement is lodged for registration.

3.3 Release and discharge of Agreement

- (a) The Council agrees to promptly do all things reasonably required by the Land Owner to release and discharge this Agreement with respect to any part of the Land upon the Land Owner providing all of the Public Benefits in respect of that part of the Land.
- (b) Should the Land Owner request Council to extinguish the Agreement on folio(s) of the register for the Land, at any time, the Council will consider that request having regard to the:
 - (i) remaining Public Benefits to be provided; and
 - (ii) the provision of security or other arrangements to Council's satisfaction to secure the performance of any outstanding obligations.

3.4 Caveat

- (a) Without limiting any other provision of this Agreement, after execution of this Agreement and until such time as the registration of this Agreement is

completed, the Land Owner agrees that Council may, at any time, lodge a caveat over the Land precluding any Dealing which is inconsistent with this Agreement.

- (b) If the Council lodges a caveat in accordance with clause 3.4(a), then the Council must immediately do all things reasonably required to ensure that the caveat does not prevent or delay the registration of:
 - (i) this Agreement;
 - (ii) any plan of consolidation or subdivision contemplated, required or permitted under this Agreement;
 - (iii) any other Dealing contemplated, required or permitted under this Agreement;
 - (iv) a Dealing where there has been compliance (if required) with clause 18 of this Agreement; and
 - (v) the transfer of any part of the Land to a Related Entity of the Land Owner or a trust or fund of which a related body corporate of the Land Owner is trustee, manager or responsible entity.
- (c) The Council must promptly do all things reasonably required to remove the caveat from the titles of the Land once this Agreement has been registered on the titles of the Land.

4. WARRANTIES OF CAPACITY AND LIMITATION OF LIABILITY

4.1 General warranties

Each party warrants to each other party that:

- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) it has not entered into this Agreement in the capacity of trustee of any trust except as stated in clause 4.2.

4.2 Land Owner as Trustee and Limitation of Trustee Liability

- (a) The parties other than the trustee, acknowledge that CFT No. 4 Pty Limited enters into this Agreement only in its capacity as Trustee of the Trust and in no other capacity and CFT No. 4 Pty Limited warrants that it has the authority to enter into this Agreement in that capacity.
- (b) 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 Assets of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability:
 - (i) applies despite any other provision of this Agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement; and
 - (ii) survives termination of this Agreement.

- (c) The parties other than the Trustee, may not sue the Trustee in any capacity other than as Trustee of the Trust, including seeking the appointment of a receiver (except in relation to the assets of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the assets of the Trust).
- (d) The provisions of this clause shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the Trust Deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- (e) For the purpose of this clause:
 - (i) **Trustee** means the trustee or trustees for the time being and from time to time duly appointed under or in respect of the Trust Deed;
 - (ii) **Assets** includes all assets, property and rights real or personal of any nature whatsoever; and
 - (iii) the **Trust** means the Coombes Family Trust No.4 constituted by or pursuant to the Trust Deed dated 29 October 2007.
 - (iv) Trust Deed being the document governing the Trust.
- (f) If at any time the title to the Land becomes registered in the name of a party or parties acting in the role of a trustee or custodian, then that party may require the execution of a deed or amending instrument by all of the then parties to this Agreement, which makes performance of any of that parties covenants subject to the limitations of liability expressed in its then trust deed.

4.3 Execution of this Agreement by Power of attorney

If an attorney executes this Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

5. APPLICATION OF SECTION 94, SECTION 94A AND SECTION 94EF OF THE ACT

The application of Section 94 Contributions to the Proposed Development are not excluded as stated in Schedule 2 of this Agreement.

6. PROVISION OF GUARANTEE

6.1 Guarantees for Guarantee Amounts

- (a) The Land Owner must provide the Guarantees to the Council for the Guarantee Amounts by the dates and or times indicated in Item 4 of Schedule 1.
- (b) The Guarantee(s) must be provided as follows:
 - (i) to secure the Land Owner's Works for the Transferred Lands, prior to the issue of the Construction Certificate that authorises construction of the Residential Tower Component; and

- (ii) in an amount determined by a Quantity Surveyor that equates to the Construction Cost of the Land Owner's Works.

6.2 Reduction of the Guarantee for the Land Owner's Works

- (a) The Land Owner may by written notice to the Council, upon Completion of any distinct portion of the Land Owner's Works, request a reduction of the Guarantee Amount for those works. The Council will act reasonably in the consideration of whether a partial release or exchange (as the case may be) leaves appropriate or adequate security.
- (b) If the Land Owner provides a Quantity Surveyor assessment of the Land Owner's Works and the remaining Construction Cost with its request under paragraph (a), and Council (acting reasonably) is satisfied that the relevant Land Owner's Works have achieved Completion, then the Council must release to the Land Owner a reasonable portion of the Guarantee having regard to the Construction Cost of the relevant completed Land Owner's Works and the attributed value of those Land Owner's Works. The Council will act reasonably in the consideration of whether a partial release or exchange (as the case may be) leaves appropriate or adequate security.
- (c) From Completion of the Land Owner's Works and until expiration of the Defects Liability Period, the Land Owner is entitled to a reduction in the Guarantee Amount such that the Guarantee Amount reflects 10% of the Construction Costs as determined by a Quantity Surveyor for that aspect of the Land Owner's Works.

6.3 Adjustment of Guarantee Amount

- (a) On each anniversary of the date of this Agreement (**Adjustment Date**) the Guarantee Amounts are to be adjusted to a revised amount derived by applying the following formula:

$$RGA = \frac{GA \times A}{B}$$

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date;

GA is the Guarantee Amount that is current on the relevant Adjustment Date;

A is the Index Number published immediately before the relevant Adjustment Date;

B is the Index Number published immediately before the date of this Agreement and, in the case of subsequent adjustments, the immediately preceding Adjustment Date.

- (b) The calculation under paragraph (a) will only apply if A is greater than B.
- (c) The Council must give the Land Owner written notice of the revised Guarantee Amounts to apply from the relevant Adjustment Date.
- (d) The Land Owner must give the Council replacement or further Guarantees so that the Council holds Guarantees for an amount equal to the revised

guarantee amounts no later than 60 days after receipt of a notice given under paragraph (b).

6.4 Release of Guarantee

If, upon the expiration of the Defects Liability Period in respect of the Land Owner's Works, the Council, acting reasonably, is satisfied that all Defects (as notified in accordance with clause 11) arising as a result of the performance of any Land Owner's Works have been appropriately rectified by the Land Owner, then the Council must promptly return the portion of the Guarantee retained by Council as security for the Defects Liability Period for that portion of the Land Owner's Works that have been rectified.

7. DEVELOPMENT APPLICATIONS

7.1 No Other Application to be Made

Subject to this clause, the Land Owner must not lodge any Development Application for the Land that purports to rely on the Draft LEP (namely the maximum increased height permissible) until and unless that Development Application incorporates the Public Benefits.

7.2 Concurrent or Subsequent Applications and continuing uses

Nothing in this clause prevents or restricts the Land Owner from:

- (a) any continuation of an existing use or lawfully commenced use under the Act;
- (b) making and pursuing any development application for the Land that does not rely on the Draft LEP for approval; or
- (c) making and pursuing any development application subsequent to Completion of the Land Owner's Works.

8. REQUIREMENT TO PROVIDE PUBLIC BENEFITS

8.1 Land Owner must Provide Public Benefits at its Own Cost and Risk

- (a) The Land Owner must provide, or procure the provision of, the Public Benefits in the manner and at the times set out in this clause and Schedule 3 of this Agreement.
- (b) All of the obligations of the Land Owner under this Agreement must be undertaken at its own cost and risk and nothing in this Agreement shall be construed as imposing any obligation on the Council to expend any of its own funds, or to incur any cost.

8.2 Land Owner's Works to have been completed on Transferred Land

Subject to clause 10.8, prior to transferring any part of the Transferred Land to Council as required by this Agreement, the Land Owner must have Completed the Land Owner's Works for that part in accordance with clauses 9 and 10 and otherwise in accordance with this Agreement.

8.3 Transferred Land and grant of easements

- (a) Subject to clause 10.8, the Land Owner and the Council expressly acknowledge and agree that the Transferred Land is of value, but nonetheless is to be transferred to the Council for no consideration.

- (b) Without limiting paragraph (a), the Land Owner will not bring to or make against Council any additional claim, offset or credit for the value of that Transferred Land.
- (c) The final dimensions and location of the Transferred Land are subject to the scope and refinement of the Land Owner's Works under this Agreement, the conditions of any Planning Approval and survey.
- (d) The Transferred Land to Council will be subject to the following terms in the section 88B Instrument attaching to the stratum lot:
 - (i) the Council will maintain all assets within the Land for Community Meeting Facility and Land for Childcare Facility, inclusive of services that benefit the Land for Community Meeting Facility or Land for Childcare Facility;
 - (ii) an easement for support will be created in favour of the Land for Community Meeting Facility and Land for Childcare Facility in addition to a positive covenant indemnifying the Council from the failure of that easement for support, except to the extent caused by the act, omission or neglect of the Council;
 - (iii) easements benefiting the Land for Community Meeting Facility and Land for Childcare Facility for services (where necessary such as electricity and water), access (including for fire where there is a shared fire exit or stairs) and use of waste storage areas where such access is not over common property;
 - (iv) a restriction on use burdening the Land for Childcare Facility such that it can only be used as a childcare or early childhood learning facility for 20 Years from Completion and benefitting the retail and residential stratum lots on the Land (**Benefitted Lots**). Any future uses of the Land for Childcare Facility (beyond 20 years) must not be incompatible with or offensive to others uses in the Proposed Development and must be agreed by the owner of the Benefitted Lots (**Benefitted Owner**) and Council as follows:
 - (A) during the period between 18.5 years and 19.5 years from the date of registration of the restriction on use, the Council may give the Benefitted Owner a notice (**Council's Notice**) stating Council's preferred future use of the Land for Childcare Facility;
 - (B) Within 20 Business Days of the Benefitted Owner receiving Council's Notice, the Benefitted Owner, acting reasonably, will give Council written notice (**Benefitted Owner's Notice**) as to whether or not Council's preferred future use of the Land for Childcare Facility is satisfactory and if not include the reasons as to why they are not satisfactory;
 - (C) If the parties cannot agree (within 20 Business Days of Council receiving the Benefitted Owner's Notice) on the future use proposed under B, then either party can refer the dispute to be resolved by adopting the procedures in clauses 15.2 to 15.4. If agreement cannot be reached

subsequent to compliance with clause 15.2 to 15.4 then the dispute is to be determined by an expert as follows:

- (1) the parties are to attempt to reach agreement on the expert to be appointed;
 - (2) if the parties cannot agree on an expert within 15 Business Days after service of a notice intending to refer the dispute to an expert, then either party may request the President NSW Bar Association to appoint a member of the NSW Bar with expertise in Land and Environment Court matters as the expert;
 - (3) both parties, within 20 Business Days of the date of appointment of the expert, may make written submissions to the expert (and provide a copy to the other party) on the matter the subject of the dispute;
 - (4) the parties agree that the expert in making his or her decision must take into consideration:
 - (i) the compatibility of Council's preferred future use with the other approved uses in the building on the Land;
 - (ii) any complaints with the current use as a childcare centre;
 - (iii) any adverse impact of the preferred future use on the value and quality of the retail and residential offering in the building on the Land;
 - (iv) whether the proposed future use may be offensive to any Benefitted Owner or occupant within the Benefitted Land; and
 - (v) the impact on amenity for residents, guests or visitors to the building;
 - (5) the parties agree that the hearing by the expert will be concluded within 30 Business Days and the expert's decision be given within 30 Business Days of the date of appointment of the expert and shall use their best endeavours to see that these time frames are met; and
 - (6) the experts decision is final and binding on the parties and the cost of the expert's decision is to be borne by the parties in the shares the expert determines;
- (D) The future use to be determined under B and C will be reflected in a modified restriction on use (to be procured by the Council at the Council's cost);

- (E) if the Benefitted Owner does not give the Benefitted Owner's Notice on time or does not oppose the use proposed under Council's Notice then the use proposed under Council's Notice will apply to the Land for Childcare Facility (subject to all relevant Approvals) and the restriction on use burdening the Land for Childcare Facility will be modified (by the Council at the Council's cost) to reflect the future use; and
 - (F) if Council does not give Council's Notice on time, the use of the Land for Childcare Facility will remain unchanged and the restriction on use burdening the Land for Childcare Facility will be deemed to be permanent to reflect the continuing use;
- (v) a restriction on use burdening the Land for Community Meeting Facility and benefitting the retail and residential stratum lots on the Land (**Benefitted Lots**) such that it can only be used as a meeting room between the hours of 6am and midnight for 20 years from Completion and with restrictions on parties and the like. Any future uses of the Land for Community Meeting Facility (beyond 20 years from Completion) must not be incompatible with or offensive to other uses in the Proposed Development and must be agreed by the owner of the Benefitted Lots (**Benefitted Owner**) and Council as follows:
- (A) during the period between 18.5 years and 19.5 years from Completion the Council may give the Benefitted Owner a notice (**Council's Notice**) stating Council's preferred future use of the Land for the Community Meeting Facility;
 - (B) Within 20 Business Days of the Benefitted Owner receiving Council's Notice, the Owner, acting reasonably, will give Council written notice (**Benefitted Owner's Notice**) as to whether or not Council's preferred future use of the Land for Community Meeting Facility is satisfactory and if not include the reasons as to why they are not satisfactory;
 - (C) if the parties cannot agree (within 20 Business Days of Council receiving the Benefitted Owner's Notice) on the future use proposed under B, then either party can refer the dispute to be resolved by adopting the procedures in clauses 15.2 to 15.4. If agreement cannot be reached subsequent to compliance with clause 15.2 to 15.4 then the dispute is to be determined by an expert as follows:
 - (1) the parties are to attempt to reach agreement on the expert to be appointed;
 - (2) if the parties cannot agree on an expert within 15 Business Days after service of a notice intending to refer the dispute to an expert, then either party may request a the President of the NSW Chapter Bar Association to appoint a member of the bar with

- expertise in Land and Environment Court matters as the expert;
- (3) both parties, within 20 Business Days of the date of appointment of the expert, may make written submissions to the expert (and provide a copy to the other party) on the matter the subject of the dispute;
- (4) the parties agree that the expert in making his or her decision must take into consideration:
- (i) the compatibility of Council's preferred future use with the other approved uses in the building on the Land;
 - (ii) any complaints with the current use as a community meeting room;
 - (iii) any adverse impact of the preferred future use on the value and quality of the retail and residential offering in the building on the Land;
 - (iv) whether the proposed future use may be offensive to any Benefitted Owner or occupant within the Benefitted Land; and
 - (v) the impact on amenity for residents, guests or visitors to the building;
- (5) the parties agree that the hearing by the expert will be concluded within 30 Business Days and the expert's decision be given within 30 Business Days of the date of appointment of the expert and shall use their best endeavours to see that these time frames are met; and
- (6) the expert's decision is final and binding on the parties and the cost of the expert's decision is to be borne by the parties in the shares the expert determines;
- (D) the future use to be determined under B and C will be reflected in a modified restriction on use (to be procured by the Council at the Council's cost);
- (E) if the Benefitted Owner does not give the Benefitted Owner's Notice on time the use proposed under Council's Notice will apply to the Land for Community Meeting Facility (subject to all relevant Approvals) and the restriction on use burdening the Land for Community Meeting Facility will be modified (by the Council at the Council's cost) to reflect the future use; and
- (F) if Council does not give Council's Notice on time, the use of the Land for Community Meeting Facility will remain

unchanged and the restriction on use burdening the Land for Community Meeting Facility will be deemed to be permanent; and

- (vi) easements burdening the Land for Community Meeting Facility and Land for Childcare Facility to enable maintenance and repair of services or the building outside of the stratum lot to the extent not available from the common property,

and, prior to the registration of the Plan of Subdivision creating the Transferred Land as a separate stratum lot, the Land Owner may request and the Council may consent (which is not to be unreasonably withheld) to the creation of an easement for any other service not identified in subclause (d) which, in Council's reasonable opinion, does not interfere with the use and management of the Childcare Facility or Community Meeting Facility for those purposes.

- (e) The Land will be subject to a positive covenant in the section 88B Instrument attaching to it with respect to the Toilet Facility to ensure that it is maintained by the owner of the Land.
- (f) Prior to registration of the Plan of Subdivision creating the Transferred Land stratum lot, the Land Owner must provide Council with a draft schedule of shared facilities and services that itemises the proportionate responsibility for those facilities and services and a report from a Quantity Surveyor verifying the proportionate allocation to the Transferred Land as being fair and equitable considering the intended use and capacity of the Childcare Facility and Community Meeting Facility on the Transferred Land.
- (g) Within 20 Business Days of Council receiving the documents in subparagraph (e), Council, acting reasonably, will give the Land Owner written notice as to whether or not the draft proportionate allocation of responsibility for shared facilities is satisfactory and if not include the reasons as to why they are not satisfactory.
- (h) If the Parties cannot agree on the allocation, then either Party can refer the dispute to be resolved by adopting the procedures in clauses 15.2 to 15.4. If agreement cannot be reached subsequent to compliance with clause 15.2 to 15.4 then the dispute is to be determined by an expert as follows:
 - (i) the parties are to attempt to reach agreement on the expert to be appointed;
 - (ii) if the parties cannot agree on an expert within 15 Business Days after service of a notice intending to refer the dispute to an expert, then either party may request a Councillor or President (NSW Chapter) of the Australian Institute of Quantity Surveyors to appoint a member of that institute as the expert quantity surveyor;
 - (iii) both parties, within 20 Business Days of the date of appointment of the expert, may make written submissions to the expert (and provide a copy to the other party) on the matter the subject of the dispute;
 - (iv) the parties agree that the hearing by the expert will be concluded within 30 Business Days and the expert's

decision be given within 30 Business Days of the date of appointment of the expert and shall use their best endeavours to see that these time frames are met; and

- (v) the experts decision is final and binding on the parties and the cost of the expert's decision is to be borne by the parties in the shares the expert determines.
- (i) The Land Owner must register the instruments as agreed or determined under this clause by the dates and times specified in Schedule 3.
- (j) The Council will accept the transfer of the Transferred Lands including by signing all necessary documentation.
- (k) In the event that the Land Owner fails to transfer the Transferred Lands to Council in accordance with the relevant timing requirements identified within Schedule 3, then Council may compulsorily acquire the following land or right for \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW):
 - (i) the relevant part of the Transferred Lands but subject to the restrictions and covenants contemplated in this Agreement; and
 - (ii) if necessary for access to the relevant part of the Transferred Lands, easements for access and services, but only across those areas contemplated in the Planning Approval.
- (l) The Land Owner and the Council agree that:
 - (i) subclause (k) is an agreement between the Land Owner and the Council for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW);
 - (ii) in clause 8.3, the parties have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and
 - (iii) the Land Owner must pay the Council, promptly on demand, an amount equivalent to all costs incurred by the Council in acquiring the whole or any part of the Transferred Lands as contemplated by subclause (j).

8.4 Directions by the Council

The Land Owner must comply with any reasonable directions by the Council in respect of the transfer of the Transferred Land to the Council. The parties agree that this clause does not permit Council to require changes to the scope of or terms of transfer of the Transferred Land.

8.5 Identification of Transferred Land

The Land Owner, in consultation with the Council, acting reasonably, must identify the location of the Transferred Land within the subdivision plan that is to accompany any development application for construction and subdivision of the Proposed Development.

9. LAND OWNER'S WORKS

9.1 Scope and Timing of Land Owner's Works

The Land Owner is to undertake the Land Owner's Works in the scope and time frames identified in the Schedules of this Agreement or as otherwise agreed by Council.

9.2 Acknowledgement about Indicative Concept Plans

- (a) The Parties acknowledge that at the date of this Agreement no development application has been lodged with respect to the Proposed Development and so the Indicative Concept Plans and Performance Brief are indicative only and the detail of those plans may change without limitation as a result of the detailed design, resolution of issues arising from the mixed use nature of the Proposed Development and Planning Approval processes.
- (b) The Parties acknowledge and agree that where there is an inconsistency between the Indicative Concept Plans, the Schedules and the Performance Brief, the Performance Brief prevails.

9.3 Refinement of Land Owner's Works

- (a) The parties acknowledge and agree that further design, detail and refinement of the Land Owner's Works including as noted in the Performance Brief and Indicative Concept Plans is necessary, having regard to the following:
 - (i) the extent to which the design of any part of the Land Owner's Works has been completed to the reasonable satisfaction of Council (in its capacity as a party to this Agreement and not as consent authority) as at the date of execution of this Agreement;
 - (ii) conditions reasonably affecting the Land Owner's Works which were not reasonably capable of identification on or before the date of this Agreement;
 - (iii) design refinement anticipated in this Agreement;
 - (iv) to accommodate any modification to any Planning Approvals in respect of the Land Owner's Works;
 - (v) the outcomes of the design competition for the Proposed Development;
 - (vi) design changes necessary or desirable to accommodate the requirements of and coordination with other uses in or part of the Proposed Development;
 - (vii) detailed structural analyses; and
 - (viii) environmental performance requirements.
- (b) If any such refinement or variation becomes necessary, the parties shall meet to agree appropriate amendments to the Performance Brief and Indicative Concept Plans. The Performance Brief and Indicative Concept Plans, as amended pursuant to any such agreement, shall be the Performance Brief and Indicative Concept Plans for the purposes of this Agreement.

- (c) The Parties expressly acknowledge and agree that nothing in this Agreement is intended or will be construed:
- (i) to require (unless the Land Owner agrees), such refinement or variation of the Land Owner's Works as contemplated in this Agreement that necessitates that the Land Owner providing more than 2,600m² for the Childcare Facility and more than 250m² for the Community Facility; and
 - (ii) to enable Council to change the design or require the Land Owner to change the design of the Land Owner's Works in a matter which significantly increases the time taken to undertake or the costs of the Land Owner's Works.

9.4 Land Owner to prepare and submit details and specifications for development application

By no later than lodgement of any development application for the Land Owner's Works, the Land Owner must in respect of the Land Owner's Works submit to Council:

- (a) any expert reports and plans reasonably necessary for the understanding of the design, design intent, performance, standard, and longevity including (without limitation), planning and environmental assessment reports; and
- (b) detailed reports, design drawings for the Land Owner's Works prepared in accordance with the Performance Brief,

for approval by Council.

9.5 Notice of Plans and Reports

The Council acting reasonably, will promptly give the Land Owner written notice whether or not the design and description of the Land Owner's Works under clause 9.4 is satisfactory. If the detailed design is not satisfactory, the Council must identify the further information or modifications (as the case may be) required, including the reason for that modification and which are required so that the Land Owner's Works comply with the Schedules (if required by Council). The Council must act reasonably in relation to this clause.

9.6 Failure to give Notice

If Council fails to give the Land Owner a written notice under clause 9.5 within 30 Business Days of submission by the Land Owner of the documents under clause 9.4, Council is deemed to have approved those documents in its role as a party to this agreement, not as a consent authority.

9.7 Nature of Modifications Required

The parties acknowledge and agree that the Council may require modification under clause 9.5, only if:

- (a) the standard of drawings does not reasonably allow a proper assessment and understanding of the proposal (including, without limitation, that the drawings submitted have insufficient data to allow a proper review) taking into consideration the stage or nature of the Construction Certificate to be lodged;

- (b) the design as proposed does not comply with any relevant legislative requirement (including requirements with respect to disability access);
- (c) the design does not comply with the Performance Brief and Indicative Concept Plans;
- (d) the design does not comply with the policies, procedures and standards identified in the Schedules (or as amended with the agreement of the parties);
- (e) the design is inconsistent with the relevant Planning Approval, or with the outcome agreed by the parties as part of an applicable public consultation process;
- (f) the materials, finishes or other items specified in a relevant standard or policy (as the case may be) are no longer readily capable of procurement; and
- (g) the design is not consistent with any of the Public Benefits.

9.8 Consideration by Land Owner

The Land Owner must promptly and in good faith take into account the comments made by the Council under the preceding sub-clause and either:

- (a) promptly amend the design to reflect the comments made; or
- (b) notify Council that the Land Owner so declines, and provide written reasons together with any alternative which the Land Owner considers may address the concern.

9.9 Land Owner Does not Prepare or Submit Drawings

- (a) If the Land Owner:
 - (i) does not prepare design drawings in accordance with clause 9.4 and 9.5;
 - (ii) does not comply with clause 9.8 within a reasonable period but no later than 6 months of the issue of Council's written comments (or such longer period as agreed by the parties); or
 - (iii) continues construction upon the Land in a manner which is inconsistent with the comment made by Council, and where the comments made by Council under clause 9.8, if not agreed, have not been referred to dispute resolution in accordance with this Agreement,

then Council may make an appropriation from the Guarantee for the purposes of carrying out works of a kind contemplated by this Agreement.

- (b) Before exercising the right conferred by clause (a), the Council must:
 - (i) give notice to the Land Owner to rectify the non-compliance with clauses 9.4, 9.5 and 9.9(a) within 30 Business Days of the non-compliance; and
 - (ii) allow the Land Owner to rectify the non-compliance within 20 Business Days of receipt of the notice referred to in clause 9.9(b)(i).

- (c) If the Council makes an appropriation under this clause 9.9, the Land Owner grants the Council a licence for such period and of such part of the Land as is necessary for the Council to access the Land to carry out, or procure the carrying out, of the Land Owner's Works.

9.10 Final Design of the Land Owner's Works prior to Construction

- (a) Preparation of plans and specifications

The Land Owner must prepare construction drawings in accordance with the design developed and approved by the Council under the preceding parts of this clause 9, no later than lodgement of the Construction Certificate for the relevant aspect of the Land Owner's Works, for approval by Council.

- (b) Approval by the Council

The Council acting reasonably, will promptly give the Land Owner written notice whether or not the final design of the Land Owner's Works under clause 9.10(a) is satisfactory or requires modification having regard to:

- (i) the Schedules;
 - (ii) a deviation or discrepancy from the plans approved under clause 9;
 - (iii) the conditions of any Planning Approval that applies to the Land Owner's Works; or
 - (iv) any standards, or specifications for the material selection or methodology, adopted by Council from time to time, provided that any direction given under this clause (iv) does not significantly increase:
 - (A) the Cost of that element of the Land Owner Works; or
 - (B) the complexity of implementation in a manner which may lead to significant delay in the completion of the balance of the work approved under any relevant Development Consent.
- (c) If Council fails to give the Land Owner a written notice under clause 9.10(b) within 20 Business Days of submission by the Land Owner of the documents under clause 9.10(a), Council is deemed to have approved those documents in its role as a party to this agreement, not as a consent authority.
 - (d) The Land Owner must promptly and in good faith take into account the comments made by the Council in accordance with clause 9.10(b) and either:
 - (A) amend the design to reflect the comments made; or
 - (B) notify Council that the Land Owner so declines, and provide written reasons together with any alternative which the Land Owner considers may address the concern.
 - (e) Land Owner Does not Prepare or Submit Drawings

If the Land Owner:

- (A) does not prepare design drawings in accordance with clause 9.10 (a) and (b);
- (B) does not comply with clause 9.10 (d) within a reasonable period but no later than 3 months of the issue of Council's written comments (or such longer period as agreed by the parties); or
- (C) continues construction upon the Land in a manner which is inconsistent with the comment made by Council, and where the comments made by Council under clause (d) , if not agreed, have not been referred to dispute resolution in accordance with this Agreement,

then Council may make an appropriation from the Guarantee for the purposes of carrying out works of a kind contemplated by this Agreement.

- (f) Before exercising the right conferred by clause 9.10(e), the Council must:
 - (A) give notice to the Land Owner to rectify the non-compliance within 30 Business Days of the non-compliance; and
 - (B) allow the Land Owner to rectify the non-compliance within 20 Business Days of receipt of the notice referred to in clause (A).
- (g) If the Council makes an appropriation under clause (e), the Land Owner grants the Council a licence for such period and of such part of the Land as is necessary for the Council to access the Land to carry out, or procure the carrying out, of the Land Owner's Works.

10. CONSTRUCTION OF THE LAND OWNER'S WORKS

10.1 Insurance

The Land Owner must:

- (a) maintain public liability insurance, with an insurer approved by the Council, acting reasonably, with the Council nominated as an interested party, for an amount not less than the amount stated in Item 5 of Schedule 1 covering all aspects and staging of the Land Owner Works and submit a copy of the certificate of insurance to the Council prior to the commencement of the construction of the Land Owner's Works and when otherwise required by the Council (acting reasonably);
- (b) maintain all other necessary insurance policies in respect of the Land Owner's Works including, but not limited to:
 - (i) insurance of the Land Owner's Works, including any materials, machinery, or other components which are reasonably necessary for the construction of the Land Owner's Works;
 - (ii) insurance against death or injury to persons employed in relation to the undertaking of the Land Owner's Works; and

- (iii) any other insurances required at law; and
- (c) maintain the insurances in paragraphs (a) and (b) until the expiration of the Defects Liability Period for the Land Owner's Works except that during the Defects Liability Period the insurance need only relate to death or injury to persons employed in relation to the undertaking of defect rectification work.
- (d) Nothing in this clause 10.1 prevents the Land Owner providing the insurances required by this clause by means of its corporate global insurance policy.

10.2 Approvals and Consents

- (a) The Land Owner must (at its sole cost) obtain all relevant approvals and consents for the Land Owner's Works whether from the Council or any other relevant government agency; and
- (b) Before commencing the Land Owner's Works, the Land Owner must give to the Council copies of all approvals and consents relating to the Land Owner's Works.

10.3 Construction Work

The Land Owner must (at its sole cost):

- (a) carry out and complete the Land Owner's Works in accordance with the relevant Planning Approvals and any approval (or deemed approval) by Council of plans and any other information as agreed between the parties under this Agreement;
- (b) ensure that all Land Owner's Works are constructed, finished, and delivered in a good and workmanlike manner in accordance with the plans required and approved under this Agreement so that they are structurally sound and suitable for their intended use;
- (c) promptly advise the Council in writing of any significant delays which it experiences in completing the Land Owner's Works; and
- (d) comply with any reasonable directions from the Council in respect of the conduct of the construction of the Land Owner's Works. For the avoidance of doubt, such directions cannot change the approved design under clause 9 without the agreement of the Land Owner.

10.4 Inspection of Land Owner's Works

- (a) The Council as a party to this Agreement and not as an Authority may (but is not obliged to):
 - (i) inspect the Land Owner's Works during the course of construction at reasonable times and on reasonable notice; and
 - (ii) notify the Land Owner's representative in good faith of any material or significant defect, error or omission relating to the construction or installation of the Land Owner's Works identified during or as the result of such inspection.

- (b) The parties expressly agree that any failure to identify a Defect, error and omission, will not be construed as amounting to an acceptance by the Council of that Defect, error or omission.

10.5 Works Completion

When, in the opinion of the Land Owner, the Land Owner's Works have reached Completion, then the Land Owner must notify the Council in writing, and must include in that notice:

- (a) a statement from the person with direct responsibility, carriage and supervision of that work that in their opinion the Land Owner's Works have reached Completion;
- (b) copies of all certifications, warranties and guarantees (where available to the Land Owner), maintenance information or other material reasonably required for the ongoing repair, maintenance, or servicing (as the case may be) of any part of the Land Owner's Work;
- (c) at least three (3) sets of the "as built" drawings of the Land Owner's Work, including one set in electronic format;
- (d) a list or other record relating to the Defects, errors or omissions of the Land Owner's Works; and
- (e) a statement signed by the Land Owner identifying the time and manner in which the Land Owner intends to rectify the Defects, errors and omissions referred to in paragraph (d).

10.6 Final Inspection by Council

- (a) The Council must inspect the Land Owner's Works within 5 Business Days of notification to the Council under clause 10.5. Within 5 Business Days after that inspection, Council must by written notice to the Land Owner either:
 - (i) concur that Completion has been achieved;
 - (ii) disagree that Completion has been achieved and if so, identify the errors, Defects or omissions which in the opinion of the Council prevents Completion by reference to the Approvals or the plans and specification agreed under clause 9; or
 - (iii) issue a notice of the nature identified in clause 10.8.
- (b) Nothing in this clause 10.6, or in any notice issued under this clause 10.6, will be construed to reduce or waive in any manner the Land Owner's responsibility to correct minor defects or minor omissions, whether or not these are identified by Council, during the Defects Liability Period.
- (c) The Parties agree that where a notice is issued by Council under clause (a)(ii), the provisions of clause (a) continue to apply until such time as Council issue a notice under clause (a)(i) or (iii). If after two attempts by the Land Owner to obtain Council's concurrence under this clause, Council has not concurred that Completion has been achieved, then either party can refer the dispute to be resolved by adopting the procedures in clauses 15.2 to 15.4. If agreement cannot be reached subsequent to compliance with clauses 15.2 to 15.4, then the dispute is to be determined by an expert as follows:

- (i) The parties are to attempt to reach agreement on the expert to be appointed;
- (ii) If the parties cannot agree on an expert within 7 Business Days after service of a notice intending to refer the dispute to an expert, then either party may request a Councillor or President (NSW Chapter) of the Australian Institute of Quantity Surveyors to appoint a member of that institute as the expert quantity surveyor;
- (iii) Both parties, within 10 Business Days of the date of appointment of the expert, may make written submissions to the expert (and provide a copy to the other party) on the matter the subject of the dispute;
- (iv) The parties agree that the hearing by the expert will be concluded within 15 Business Days and the expert's decision be given within 20 Business Days of the date of appointment of the expert and shall use their best endeavours to see that these time frames are met; and
- (v) The expert's decision is final and binding on the parties and the cost of the expert's decision is to be borne by the parties in the shares the expert determines.

10.7 Date of Completion of Land Owner's Works

Subject to clause 10.8, the Land Owner must ensure that the Land Owner's Works, reach Completion on or before the date on which the Transferred Land is to be transferred to Council.

10.8 Land Owner's Works Not Completed

- (a) Subject to the relevant Guarantees being provided to Council for the Land Owner's Works, the Council may agree in writing to defer the Completion of a component of the Land Owner's Works until a later date, such agreement not to be unreasonably withheld.
- (b) The Council, in its discretion, may permit the Land Owner not to complete the Land Owner's Works (or part of them) by issuing a notice in writing to the Land Owner, expressly stating that completion of the items identified in that notice is not required in fulfilment of this Agreement.
- (c) If the Council permits the Land Owner not to complete the Land Owner's Works (or any part of them) under sub clause (b), the Council may after giving the Land Owner not less than 14 days' notice in writing of the Council's intention to do so, make an appropriation from the Guarantee in such amount as the Council considers to be reasonably necessary to complete the Land Owner's Works. The Land Owner will make no objection to any such appropriation by the Council.
- (d) If the Land Owner fails to complete the whole of the Land Owner's Works in the form and to the standards required under the relevant Planning Approval or this Agreement and no agreement has been reached under clauses (a), (b) or (c), then Council in its discretion, acting reasonably may
 - (i) complete such of the Land Owner's Works as remain outstanding; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in this Agreement or any relevant Planning Approval

and may recover all costs of and reasonably incidental to that work from the Land Owner (except that to the extent there is any modification under (ii) the extent of the liability of the Land Owner is capped at the amount it would have been prior to the modification). The Council may after giving the Land Owner not less than 14 days' notice in writing of Council's intention to do so apply the moneys secured from the Bank Guarantee and (to the extent that expenditure exceeds the amount secured) recover any shortfall from the Land Owner as a debt due and owing.

- (e) If the Council determines to complete the Land Owner's Works under this clause 10.8, the Land Owner grants the Council a licence for such period and over such part of the Land as is necessary for the Council to access the Land to carry out, or procure the carrying out, of the Land Owner's Works.

10.9 Indemnity by the Land Owner

The Land Owner indemnifies and releases the Council against all damage, expense, loss or liability of any nature suffered or incurred by the Council arising from any act or omission by the Land Owner (or any person engaged by it, including any contractor) in connection with the performance of the Land Owner's obligations under the terms of this Agreement, except where the damage, expense, loss or liability suffered or incurred by the Council is caused by, or contributed to, by any act or omission of the Council (or any person engaged by it, including any contractor).

11. DEFECTS LIABILITY PERIOD

11.1 Defects in the Land Owner's Works

If the Council notifies the Land Owner of a Defect in the Land Owner's Works within the Defects Liability Period, the Land Owner must remedy that Defect to the satisfaction of the Council, within a reasonable period (having regard to the nature of the Defect).

11.2 Security for Defects Liability Period

Until the expiration of the Defects Liability Period, the Council may retain from the Guarantee an amount equal to 10% of the Guarantee Amount as security for the performance by the Land Owner of its obligations under this clause 11 and the Land Owner must make any necessary arrangements to allow that to occur. The Land Owner will be entitled to satisfy this clause by replacing the Guarantee with a bank guarantee in an amount equivalent to 10% of the Guarantee Amount..

11.3 Application of Security

- (a) If the Land Owner does not rectify any Defect in the Land Owner's Works duly notified under clause 11.1, then the Council may after giving the Land Owner reasonable notice (not being less than 10 Business days) in writing of the intent to do so:
 - (i) rectify the defect in the Land Owner's Works, including any omission;
 - (ii) after first giving the Land Owner a further 10 Business Days' notice in writing of the Council's intention to do so, make an appropriation from the defects liability Guarantee provided under clause 11.2 from the costs of and arising from the rectification; and

- (iii) to the extent the costs exceed the Guarantee provided under clause 11.2 may recover the costs from the Land Owner as a debt due and owing.
- (b) If the Council determines to rectify any Defects in the Land Owner's Works under this clause 11.3, the Land Owner grants the Council a licence for such period and over such part of the Land as is necessary for the Council to access the Land to carry out, or procure the carrying out, of those rectification works.

12. NOTICE OF BREACH

12.1 Notice of Breach by the Council

If the Council considers that the Land Owner has defaulted on the performance of any obligation under this Agreement, then the Council must give written notice to the Land Owner which:

- (a) identifies the nature of the breach; and
- (b) provides a reasonable time within which the Land Owner must rectify that breach.

The parties expressly acknowledge that (in the event of any failure to pay moneys, or to provide the Guarantees, in accordance with this Agreement) a period of not less than 28 days is considered reasonable.

12.2 Land Owner's Response to Notice

Upon receipt of a notice under clause 12.1 the Land Owner must elect one of the following two options, namely:

- (a) rectify the breach identified in the relevant notice within the period specified; or
- (b) notify the Council in writing that it does not agree with the breach identified in the notice or that the period specified is reasonable and refer the matter for dispute resolution in accordance with clause 16 of this Agreement.

In the absence of a manifest error on the face of the notice, nothing in paragraph (b) will constrain or limit the Council's rights of recourse under this Agreement.

12.3 Rights of Council after Giving Notice

- (a) If the Land Owner does not take either of the actions outlined in paragraphs (a) or (b) of clause 12.2 or if any dispute notified by the Land Owner is resolved in favour of the Council then the Council may take any or all of the actions available to it under this Agreement including:
 - (i) take any action under clause 13.1; and
 - (ii) claim on the Guarantee under clause 14.
- (b) The rights of the Council under this Agreement, and any action taken by it as referred to in paragraph (a) or otherwise, are without derogation from the other rights and remedies available to the Council under this Agreement, at law and in equity in relation to any default of the Land Owner.

13. COUNCIL MAY RECTIFY BREACH

13.1 Council may perform Land Owner's obligations

- (a) The Council may rectify any breach of this Agreement including by electing to:
 - (i) performing the Land Owner's obligations; and
 - (ii) otherwise doing anything which the Land Owner should or could have done under this Agreement.
- (b) Without limiting paragraph (a) the Council may enter onto the Land and do whatever is necessary or convenient, in the absolute discretion of the Council to rectify the breach.
- (c) The Land Owner must reimburse the Council on demand for any reasonable costs and reasonable expenses incurred by the Council under paragraph (a).
- (d) The Land Owner indemnifies and will keep the Council indemnified for and against any Claim made by any person in the exercise or purported exercise of the rights of the Council under this clause, except in the event that the claim is occasioned by and is based upon an act or omission or negligence of the Council.

13.2 Expenditure by the Council not limited by Guarantee

If the Council takes any action under clause 13.1, then the Council:

- (a) may but is not required to expend more money than is secured by the Guarantee. The Council may in its discretion elect not to carry out items of Land Owner's Works to ensure that the Land Owner's Works can be achieved for an amount equal to, or less than, the amount secured by the Guarantee at that time; or
- (b) may expend more money than is secured by the Guarantee.

13.3 Debt due and owing to the Council

If the Council expends more money than is secured by the Guarantee in acting under clause 13.1 or under any other provision of this Agreement, then the amount in excess of the Guarantee and duly evidenced by the Council will be deemed to be a debt immediately due and owing to the Council by the Land Owner.

14. CLAIM ON GUARANTEE

14.1 Rights and Remedies of the Council

- (a) The Land Owner expressly acknowledges and agrees that the Council, subject to clause 12, may call on any Guarantee held at the relevant time in such amount as the Council thinks necessary (acting reasonably) for the exercise of any of its rights under this Agreement.
- (b) Without limiting paragraph (a) Council may do so if:
 - (i) the Land Owner does not submit or modify the design for the Land Owner's Works to Council in accordance with clause 9;

- (ii) the detailed designs for the balance of the Land Owner's Works are not finalised between the parties within 24 months of the date of issue of a Construction Certificate that approves the fit out of the residential apartments above the podium of the Development;
- (iii) the Land Owner's Works do not reach Completion in accordance with the requirements of this Agreement; or
- (iv) the Council in exercising its powers to rectify any breach of this Agreement by the Land Owner incurs an expense or liability.

14.2 Application of Guarantee Amounts for Land Owner's Works

The Guarantee by the Council under this clause for the Land Owner's Works must be applied towards:

- (a) firstly, the costs and expenses incurred by the Council rectifying any breach by the Land Owner of this Agreement;
- (b) secondly, in carrying out the Land Owner's Works (if Council, acting reasonably, considers this appropriate); and/or
- (c) thereafter, in carrying out any other works to achieve the Public Benefits as the Council (acting reasonably) considers appropriate.

14.3 Right to Claim Not Affected

Subject to this Agreement, the Land Owner acknowledges and agrees that the Council may claim, and the bank will be entitled, to make payment under the Guarantees without reference to the Land Owner and notwithstanding any objection, claim or direction by the Land Owner to the contrary.

14.4 No limitation of obligations

The provision of a Guarantee does not:

- (a) relieve the Land Owner from any of its obligations under any other provision of this Agreement; or
- (b) limit the right of the Council to recover from the Land Owner in full all money payable to the Council under this Agreement, including without limitation, interest on any such amounts or damages or other losses incurred by the Council.

14.5 Appropriation of Guarantee

If the Council gives the Land Owner a notice under clause 12 (or pursuant to any other clause of this Agreement), that the Council intends to make an appropriation from the Guarantee, then the Council must (and before the expiry of the time frame specified in the notice) provide the Land Owner with an opportunity to meet in good faith in order to resolve the matters that caused the Council to issue the notice.

15. DISPUTE RESOLUTION

15.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 15.

15.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute.

15.3 Attempt to resolve

On receipt of notice under clause 15.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

15.4 Mediation

If the parties do not agree within 7 days of receipt of notice under clause 15.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

15.5 Court proceedings

If the dispute is not resolved within 42 days after notice is given under clause 15.2 then any party which has complied with the provisions of this clause 15 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

15.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 15 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 15 for any purpose other than in an attempt to settle the dispute.

15.7 No prejudice

This clause 15 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

16. GST

16.1 Additional amounts for GST

If a party to this Agreement (**Supplier**) makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

16.2 Reimbursement

If this Agreement requires a party to pay for, or reimburse any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, or reimbursed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

16.3 Provision of Tax Invoices and other documentation for GST

Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.

16.4 Amounts GST exclusive

Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Agreement are GST exclusive.

16.5 No merger

This clause will not merge on completion or termination of this Agreement.

17. VARIATION

17.1 Written agreement to vary

This Agreement must not be varied except by a later written document executed by all parties and only in accordance with the relevant provisions of the Act.

17.2 Variation as to timing, Indicative Concept Plans and Guarantees

Subject to clause 17.1, the parties may agree that:

- (a) the Land for Childcare Facility and Land for Community Meeting Facility be transferred to Council in stages;
- (b) the provisions of this Agreement as to the Guarantees be varied with respect to timing and the amounts to be secured by the Guarantees; and
- (c) the Indicative Concept Plans and Performance Brief be varied.

18. ASSIGNMENT AND NOVATION

18.1 Dealings by Council

- (a) Council may Deal with its interest in this document without the consent of the Land Owner if the Dealing is with a Government Agency. Council must give the Land Owner notice of the Dealing within five Business Days of the date of the Dealing.
- (b) Council may not otherwise Deal with its interest in this document without the consent of the Land Owner, such consent not to be unreasonably withheld or delayed.

18.2 Dealing by the Land Owner

- (a) Prior to registration of this document in accordance with clause 3, the Land Owner must not Deal with this document or the Land without the Land Owner and the third party the subject of the Dealing entering into the Deed of Novation and delivering a properly executed copy of the Deed of Novation to Council .
- (b) On and from registration of this document in accordance with clause 3:
 - (i) the Land Owner may Deal with this document without the consent of Council only as a result of the sale of the Land to a purchaser of the Land; and
 - (ii) the Land Owner must not Deal with this document to a third party that is not a purchaser of the Land without
 - the
 - (A) the Land Owner and the third party the subject of the Dealing entering into the Deed of Novation to the Dealing and delivering a properly executed copy of the Deed of Novation to Council.
- (c) The Land Owner must pay Council's costs and expenses relating to any consent or documentation required due to the operation of this clause 18.2 and Council must not unreasonably refuse to execute the Deed of Novation.
- (d) The Deed of Novation may be amended as agreed from time to time by the parties acting reasonably.

19. GENERAL PROVISIONS

19.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

19.2 Waiver

A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

19.3 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this Agreement.

19.4 Time for doing acts

- (a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

19.5 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

19.6 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

19.7 Preservation of existing rights

The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.

19.8 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

19.9 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

19.10 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

19.11 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Agreement.

19.12 No fetter

Nothing in this Agreement shall be construed as requiring the Council to do anything that would cause it to be a 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.

19.13 Explanatory note

The Explanatory Note must not be used to assist in construing this Agreement.

19.14 Expenses and stamp duty

(a) The Land Owner must pay all reasonable legal costs and expenses in relation to:

- (i) the negotiation, preparation and execution of this Agreement;
- (ii) the giving effect to this Agreement;
- (iii) the valid exercise of any enforcement of the rights under this Agreement (except as otherwise ordered by a Court, arbitrator or expert in an expert determination); and
- (iv) the costs of any expert determination carried out under this Agreement,

and the Council may claim moneys in payment of the legal and administrative costs from the moneys secured under the Guarantee.

(b) The Land Owner is liable for and must pay all stamp duty (including any fine or penalty except where it arises from default by any other Party), if any is required to be paid, on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

19.15 Notices

Any notice, demand, consent, approval, request or other communication (**notice**) to be given under this Agreement must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered;
- (b) sent by facsimile transmission;
- (c) mail sent by prepaid ordinary mail within Australia; or
- (d) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Service of the sender and the recipient are in different countries.

A notice is given if:

- (a) hand delivered, on the date of delivery;
- (b) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted;
- (c) mail sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or

- (d) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

Schedule 1 – Details

Item	Name	Description
1	Land Owner's Name Land Owner's ACN Land Owner's Address	CFT No. 4 Pty Limited Pty Limited atf the Coombes Family Trust No. 4 128 223 656 PO BOX 177 Bondi Junction, NSW, 1355
2	Council Council's ABN Council's Address	Council of the City of Sydney 22 636 550 790 456 Kent Street, Sydney, NSW, 2000
3	Land	Land comprised in Lot 1/573250 also known as 505-523 George Street, Sydney
4	Guarantee Amounts	Amounts determined by a Quantity Surveyor as per clause 6.1(b)(ii) for the Land Owner's Works. Timing of provision of each Guarantee (clause 6.1): prior to the issue of the first Construction Certificate for an above ground structure with respect to the Residential Tower Component.
5	Public Liability Insurance	\$20 million dollars
6	Notices Council Attention Address Fax Number Land Owner Attention Address Fax Number	Chief Executive Officer Council of the City of Sydney 456 Kent Street SYDNEY NSW 2000 (02) 9265 9222 The Managing Director CFT No 4 Pty Limited PO BOX 177 Bondi Junction NSW 1355 (02) 9387 5359

Schedule 2 – Requirements under section 93F (clause 1.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Agreement complying with the Act.

Requirements under the Act	This agreement
Planning instrument and/or development application – (section 93F(1))	
The Land Owner has:	
(a) sought a change to an environmental planning instrument:	Yes
(b) made, or proposes to make, a development or project application:	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies:	Yes
Description of land to which this Agreement applies – (section 93F(3)(a))	See clause 1.1.
Description of change to the environmental planning instrument to which this Agreement applies – (section 93F(3)(b))	As provided in the Draft LEP
The scope, timing and manner of delivery of contribution required by this Agreement – (section 93F(3)(c))	See Schedule 3
Applicability of section 94 of the Act – (section 93F(3)(d)) including section 61 of the <i>City of Sydney Act 1988</i>	Not excluded
Applicability of section 94A of the Act – (section 93F(3)(d)) including section 61 of the <i>City of Sydney Act 1988</i>	Not excluded
Applicability of section 94EF of the Act – (section 93F(3)(d))	Not excluded
Consideration of benefits under this Agreement if section 94 applies – (section 93F(3)(e))	Yes
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 15
Enforcement of this Agreement – (section 93F(3)(g))	See clauses 3, 6, 8.3(d) and (j), 9.7, 11 and 14
No obligation to grant consent or exercise functions – (section 93F(3)(g))	See clause 19.12

Schedule 3 – Transferred Land and easements

1. Transferred Land

	Column 1	Column 2
Item	Contribution	Timing
1	The transfer to Council of not less than 2,600m ² of the Land (as a stratum lot) as Land for Childcare Facility. Clause 8.1	Prior to the issue of the first Occupation Certificate relating to either: (a) a residential apartment, (b) retail premises, on the Land for the Proposed Development, whichever comes later
2	The transfer to Council of not less than 250m ² of the Land (as a stratum lot) as Land for Community Meeting Facility. Clause 8.1	Prior to the issue of the first Occupation Certificate relating to either: (a) a residential apartment, (b) retail premises, on the Land for the Proposed Development, whichever comes later

2. Building Environmental Performance

	Column 1	Column 2
Item	Contribution	Timing
1	Building Environmental Performance	Prior to the lodgement of the Stage 2 Development Application.

3. Easement Instruments (if required as per clause 8.3)

	Column 1	Column 2
Item	Contribution	Timing
3	Registration of easement instruments in relation to the Childcare Facility Clause 8.3(d)	Prior to the issue of the first Occupation Certificate relating to either: (a) a residential apartment, (b) retail premises, on the Land for the Proposed Development, whichever comes later
4	Registration of easement instruments in relation to the Community Meeting Facility Clause 8.3(d)	Prior to the issue of the first Occupation Certificate relating to either: (a) a residential apartment, (b) retail premises, on the Land for the Proposed Development, whichever comes later

4. Toilet Facility

	Column 1	Column 2
Item	Contribution	Timing
1	The provision of the Toilet Facility	Prior to the issue of the first Occupation Certificate relating to the retail premises, on the Land for the Proposed Development.

Schedule 4 – Performance Brief for Land Owner’s Works (clause 1.1)



505 George Street Public Benefit Space

Engineering Services Performance Brief

Job Number: VE - N14_19
April 2015



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1. INTRODUCTION

1.1 Purpose of this Document

The purpose of this Brief is to describe the internal architectural, mechanical, electrical, communication, acoustics, audio visual & specialist technology and specialist lighting services to be provided in the Public Benefit Space. Details of these services are set out in Sections 2 and 3 (inclusive) of this document.

It is intended the information provided in this performance brief will act as a platform for the Design Finalisation and Construction phase of the warm shell and general fit-out provided by Mirvac and Coombes Property Group (CPG) and future specialist fit-out works to be undertaken by the operator(s) of the facilities. Designs of the Public Benefit Space referenced and attached to this Performance Brief are indicative only and subject to detailed design.

IGS are working with CPG and Mirvac on the Public Benefit Space associated with the proposed development at 505 George Street, Sydney in the capacity of building services engineers.

This report presents an engineering performance brief for the following areas:

- Childcare centre(s);
- Meeting space; and
- Publically Accessible Toilets.

1.2 Project Overview

The Public Benefit Space proposed to be transferred to the City of Sydney (CoS) will be located within the development at 505 George Street, Sydney. Mirvac and CPG propose to transfer:

1. A stratum lot of no less than 2,600m² gross of internal and external space (including thoroughfares, outdoor play areas, panic rooms, changing rooms, toilet and hygiene facilities, storage areas and administrative areas). It is understood that the space would front George Street on the highest level of the podium and be sufficient to accommodate two (2) Childcare Facilities each having a capacity of 65 children aged 0 – 6 years (130 children capacity in aggregate); and
2. A stratum lot of no less than 250m² gross of internal space for use as a Community Meeting Room Facility. The space is proposed to include a dedicated kitchenette and administration facilities with shared access via lifts off Kent Street. The space will be accessible between the hours of 6am and 12am.

1.3 Area Schedule

The detailed accommodation schedules (attached as Appendix B) list the range of brief components, their functional relationships and indicative area allocations required for this project. Components and areas will be reviewed, tested and confirmed during the design documentation process. Areas listed are Net Floor Areas, unless stated otherwise, and include thoroughfares, play areas, panic rooms, changing rooms, toilet and hygiene facilities, storage areas, administrative areas, and all other functional areas exclusively associated with the Public Benefit Space.

1.4 General Fit-Out

Mirvac and CPG will provide the following fit-out:

- shared lift with basement access for deliveries and waste access;
- shared ground level foyer with afterhours proximity card security;
- all walls and acoustic insulation, functioning kitchenettes;
- lighting to all rooms, power to all rooms;
- floor and ceiling finishes to all rooms;
- general mechanical services to all rooms; and
- smoke detection and emergency services to all rooms.

Any external signage relating to the Public Benefit Space shall be approved by the Body Corporate.

2. CHILDCARE FACILITIES

2.1 General Architectural

(Preliminary Indicative Floor Plans Subject to Detailed Design Attached as Appendix A)

Entry / Lobby

Key Finishes / fit-out features:

- Commercial grade marmoleum tiles as floor finish;
- Paint finish to walls and ceilings; and
- Where possible glass fronted facing onto common hallway and/or outdoor spaces to allow access to natural light.

Reception / Admin / Manager's Office / Meeting Room

Key Finishes / fit-out features:

- Commercial grade carpet tiles as floor finish;
- Paint finish to walls and ceilings;
- Office layout with space for 3 workstations (reception) plus 4 workstations (admin);
- Shelving and archive/document storage;
- Where possible glass fronted facing onto common hallway and/or outdoor spaces to allow access to natural light;
- Blinds.

Staff Room / Program

Key Finishes / fit-out features:

- Marmoleum floor finish or equivalent in wet areas, commercial grade carpet tiles as floor finish throughout the remainder of the staff and program room;
- Paint finish to walls and ceilings;
- Kitchenette with basic food preparation, only storing and heating up, no cooking;
- Staff break-out space for formal seating (8) and informal seating (4);
- Where possible glass fronted facing onto common hallway; and
- Blinds.

Kitchen / Pantry

Key Finishes / fit-out features

- Epoxy floor finish or equivalent.
- Paint finish to walls, tiled splashback over benchtop.
- Paint finish to ceilings. Fitted out Kitchen for food preparation to be designed by a commercial kitchen specialist and include:
 - Fridge x 2;
 - Freezer x 1;
 - Sinks for wash up, food preparation, and hand wash;
 - Commercial pass-through dishwasher;

- Cooktop, 6 burner;
- Oven, fan forced;
- Microwave oven;
- Hot and cold food preparation areas, bench space, servery - all stainless steel commercial grade;
- Pantry with open shelving;
- Dedicated hand basin where required;
- Recycling and rubbish disposal facilities;
- First aid lockable cupboard;
- Delivery store space;
- Food trolley storage; and
- Mechanical exhaust above cooktop and dishwasher.

Laundry / Cleaners / Waste / General Storage

Key Finishes / fit-out features:

- Marmoleum floor finish or equivalent;
- Paint finish to walls;
- Paint finish to ceilings; and
- Laundry set-up for operation.

Playrooms

Key Finishes / fit-out features:

- Marmoleum flooring only;
- Paint finish to walls and ceilings;
- Paint finish to ceilings; and
- Where possible glass fronted facing onto outdoor spaces to allow access to natural light.

Cot Room

Key Finishes/fit-out features:

- Commercial grade carpet tiles;
- Paint finish to walls and ceilings;
- Tinted viewing windows to be installed in wall between cot room and playroom.

2.2 Mechanical Services

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- BCA;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Air Conditioning

Provision of an efficient air cooled VRV/VRF Daikin or Mitsubishi type air conditioning system.

This will be designed in accordance with the BCA and relevant Australian Standards including but not limited to AS1668.1, AS1668.2 and AS3666.

Ventilation

Provision of mechanical ventilation where required to meet the requirements of the BCA where natural ventilation is not achievable or desirable, in accordance with the BCA and relevant Australian Standards including but not limited to AS1668.1, AS1668.2 and AS3666.

Kitchen Exhaust

Kitchen exhaust provisions will be provided for the Childcare facilities with roof mounted exhaust fans or horizontally (to Kent Street) where discharge can be 3m above pedestrian trafficable areas and 6m from the boundary and/or any outside air intakes. Make up air provisions will be facilitated via the roof or horizontally where possible.

General Exhaust

Toilets

Toilets will be mechanically exhausted to AS1668.2 where natural ventilation cannot be achieved.

Grease trap, Garbage etc.

The shared grease trap and garbage areas will be mechanically exhausted to the requirements of AS1668.2 and shared with other uses in the development.

External Design Criteria

The air conditioning system design will be based upon the following external ambient conditions:

- Summer: 32°C DB
 23°C WB
- Winter: 7°C DB

Internal Design Conditions

The air conditioning system will be designed to maintain the following internal conditions:

- 21.5°C +/- 1.5°C

No humidity control will be provided other than the normal dehumidification achieved as a result of cooling or heating incoming air.

Control Tolerance (for Air Conditioning System)

- $\pm 0.2^{\circ}\text{C}$ accuracy of control devices
- $\pm 1^{\circ}\text{C}$ Dry Bulb at point of control

Air Conditioning Loads

The following loads will be used in the design of the air conditioning systems:

- Lighting Load: 15 W/m²
- Equipment Load: 20 W/m²
- People Load: 70 Watts Sensible/70 Watts Latent per person

Occupancy Rates & Outside Air Rates

The occupancy and outside air rates are as set out in AS1668.2-1991.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- High efficiency (high COP) AC motors and equipment;
- Insulated ductwork; and
- Variable speed drives on all fan motors.

2.3 Electrical Services

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Environmental Protection Agency;
- AS/NZ 3000 – Australian Wiring Rules;
- Service and Installation Rules of NSW;
- Energy Australia Rules and Regulations;
- Australian and Communications Media Authority (ACMA);
- Australian Communications Industry Forum (ACIF); and
- Telstra/Optus.

Design Methodology

Substation

The building is proposed to have its own dedicated chamber substation/s. The substation has been adequately sized to cater for the Public Benefit Space incorporating the Childcare Facilities.

Electricity Supply

The electricity supply to the proposed onsite substation will be via the Ausgrid, high voltage, triplex CBD network in the vicinity of the site.

Consumer Mains

A 500Amp/Phase consumer main will be provided to the Public Benefit Space Stratum (which incorporates the Childcare Facilities) with its own independent tariff metering.

The capacity of this supply has been based on a power density allowance of 110VA/m².

Main Switch Boards

Main switch boards will be Form 3B and IP42 rated.

The switchboard (which services the Childcare Centre and Community Meeting Room Facilities) will be located in the electrical main switch room.

Distribution Boards

Distribution boards will be Form 1 construction and IP42 rated.

Distribution boards will be provided to service:

- General lighting;
- External lighting; and
- General power.

Subcircuit Cabling

Subcircuit cabling will be in accordance with AS3008 and AS3000.

Subcircuit cabling will be sized to cater for:

- the respective load;
- fault current rating; and
- voltage drop.

Subcircuit cabling will be XLPE type except where fire rated cabling will be provided for essential/emergency services in accordance with the BCA.

Earthing

A MEN earthing system will be provided to the building in accordance with AS3000, Service and Installation Rules of NSW, and Ausgrid.

Metering

One (1) whole tariff meter will be provided to the Public Benefit Space.

In addition to this, there will be additional sub-metering provisions so that the Childcare Facilities can be independently metered by CoS if required.

General Lighting

General internal lighting will be provided in accordance with AS1680.

External/Public Domain lighting will be in accordance with AS1158 and City of Sydney Council requirements.

External lighting will be controlled via timers.

Internal lighting will be controlled via an automated lighting control system or equivalent.

Exit and Emergency Lighting

Single point exit and emergency lighting will be provided with test switches at the respective distribution boards.

Exit and emergency lighting will be in accordance with AS2293.

Telecommunications

The new development will have a central building distributor (MDF) that will service the entire building as well as the Public Benefit Space which incorporates the Child Care Facilities.

The MDF will service a 2 x 27 Way, Krone (or equivalent) Intermediate Distribution Frame (IDF) dedicated to the Public Benefit Space/Childcare Facilities. The IDF will be serviced via a 100 pair tie cable back to the MDF.

The backbone tie cabling will be Category 5 rated or equivalent.

Horizontal Structured Cabling System Allowance

Each childcare facility will have the following horizontal structured cabling allowances:

- 19", 45RU free standing communications cabinet to accommodate structured communications cabling patch panels;

- Thirty (30) RJ45 data points with Category 6 rated horizontal cabling back to communications cabinet;
- 25 pair Category 5e rated tie cabling from the communications back to the local MDF;
- Patch panels within the communications cabinet; and
- Patch and fly leads to be patched by others.

All active IT equipment shall be by others.

MATV and PAYTV

A dedicated “free to air” digital capable MATV/PAYTV system will be provided to the commercial stratum of the building (which the Public Benefit Space/Childcare Facilities will be part of).

There will be an RG11 backbone to splitters located on each level within the telecommunications risers. The Public Benefit Space/Childcare Facilities will have access to the commercial stratum MATV/PAYTV system via the dedicated telecommunication risers on the respective levels.

The residential stratum will have its own separate MATV/PAYTV system not linked to the commercial stratum system.

Security

CCTV

The CCTV system will be monitored by Public Benefit Space operators and consist of the following:

- Head end located in the back of house office area within the Childcare Facility;
 - IP based, individually addressable, CCTV cameras located at the Main Childcare entry and exit points.
- Data backbone cabling to accommodate the CCTV camera infrastructure; and
- Digital Video Recording (DVR) system capable of providing thirty (30) day storage capacity.

Access Control

The Access Control system will consist of the following:

- Head end located in the back of house office area associated with the Public Benefit Space;
- Individually addressable, card readers compatible with Base Building entry system located at the following points:
 - Main entry;
 - Staff entry;
 - Fire corridors;
 - Safehaven.
- Data backbone cabling to accommodate the access control infrastructure;
- Reed switches to all building perimeter doors;
- Video intercom points to the following locations:
 - Main entry;
 - Staff entry;
 - Playrooms;
 - Managers Office;
 - Reception; and
 - Staff Room.
- Access control data storage system capable of providing thirty (30) day storage capacity.

Surge Protection

Primary surge protection will be provided at the main switch board(s) and telecommunications building distributor (MDF). No secondary surge will be provided at this stage.

Public Domain Lighting

Public Domain Lighting will be provided in accordance with:

- City of Sydney Council; and
- AS 1158.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Automated lighting control;
- Energy efficient lighting and lighting systems;
- 320 lux illumination levels to 90% of the commercial spaces of the Public Benefit Space/Childcare Facilities at the working plane. All other areas to have light levels in accordance with AS 1680;
- Lighting levels and lighting power densities to all other areas in accordance with BCA – Section J requirements;
- Zoned (less than 100m²) and master switching;
- Digital power metering of all submains; and
- Reduction of “spill” lighting.

2.4 Audio Visual (AV) Systems

Not applicable to the Childcare Facilities.

2.5 Fire Services

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Design Criteria

The fire services design will comprise of the following design criteria:

Fire Services System	BCA requirement	Australian Standard
Automatic fire sprinkler system	NCC Spec E1.5	AS 2118 Part 1-1999
Smoke Detection and Alarm System	NCC Spec E2.2a Clause 3	AS1670.1-2004
	NCC Spec E2.2a Clause 4	AS1670.1-2004
Building Occupant Warning System	NCC Spec E2.2a Clause 6	AS1670.1-2004
Fire Hydrants	NCC Spec E1.3	AS2419.1-2005
Fire Hose Reels	NCC Spec E1.4	AS2441-2005
Portable Fire Extinguishers	NCC E1.6	AS2444-2001

Automatic Fire Detection Systems

Full addressable, automatic fire detection systems will be provided throughout the development and Public Benefit Space/Childcare Facilities in accordance with:

- AS1670;
- AS1668; and
- BCA.

A Fire Indicator Panel (FIP) will be allowed for in the development and a dedicated Sub-FIP linked to the main FIP will be provided to the Public Benefit Space (which incorporates the Childcare Facilities).

Interface will be provided with other services as follows:

- Security system for any monitoring and release of locked doors in egress path;
- Building occupant warning system for controlled evacuation of building occupants; and
- Mechanical services system for shut down upon fire alarm.

EWIS speakers will be provided throughout the area, located to emit a pre-recorded verbal evacuation message as well as warden annunciation capabilities at the required sound pressure level to all occupied areas. Speakers will be supplemented with visual strobes for the hearing impaired.

Automatic Fire Suppression Systems

Sprinklers to AS2118 will be provided to the Public Benefit Space/Childcare Facilities.

The sprinklers to the Public Benefit Space will be separately valved, so that it can be independently isolated from the rest of the building.

An automatic fire sprinkler system will be provided throughout to suit the proposed architectural layout.

- Fire sprinkler system will be designed to the following design criteria:
 - Office areas – light hazard class LH;
 - Childcare areas – light hazard class LH;
 - Meeting spaces – light hazard class LH;
 - Toilets/back of house – light hazard class LH; and
 - Plant areas - ordinary hazard class 1 OH1.

Fire Extinguishers

Fire extinguishers will be provided throughout the building and Public Benefit Space/Childcare Facilities in accordance with the BCA.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Reuse sprinkler/hydrant water used during statutory periodic testing.

2.6 Hydraulic Services

General

The hydraulic services documented for the development will be in accordance with the requirements of the relevant authorities.

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Sewer Drainage & Sanitary Plumbing

The sewer drainage and sanitary plumbing system will collect the discharge from the various sanitary fixtures and drainage points throughout and will gravitate to the existing Sydney Water Sewer Mains.

Trade waste from the proposed kitchen will be capable of being collected via a dedicated Trade Waste Drainage System and discharged through a dedicated Grease Arrestor governed by a Trade Waste Agreement with the Sydney Water Corporation.

The system will be designed in accordance with AS3500 the National Drainage and Plumbing Code.

Final connections and arrangements for the sewer are subject to further negotiations with Sydney Water by others.

Stormwater Drainage & Downpipes

Gravity stormwater drainage will be provided from the roof areas to cater for a 1:20 and 1:100 year storm and will gravitate to the Sydney Water controlled drainage system in the adjacent streets via a combined rainwater harvesting and onsite detention (OSD) system.

All pipework will be suspended and reticulated to the perimeter of the site where it will drop vertically to pipework under the footpath and road.

An onsite stormwater detention (OSD) tank will be provided for the proposed development in accordance with City of Sydney requirements.

The stormwater drainage system will be designed in accordance with City of Sydney Council current stormwater guidelines, "Australian Rainfall and Runoff" and AS3500 the National Drainage and Plumbing Code.

Cold Water Service

The cold water service for domestic supply for the Public Benefit Space will be an independently metered, mains-fed system and be complete with new connections to Sydney Water's main.

The cold water service will be reticulated to all fixtures, faucets, and points of connection.

The cold water service will be in accordance with AS3500 the National Drainage and Plumbing Code.

Domestic Hot Water Service

An independent domestic hot water service will be provided to the Public Benefit Space.

The domestic hot water service will provide controlled temperature hot water to all fixtures and faucets requiring hot water.

Thermostatic mixing valves will be allowed for.

The hot/warm water service will be in accordance with AS3500 the National Drainage and Plumbing Code.

Fire Hydrant Service

The system will incorporate a connection to the Sydney Water main in the adjacent streets and a hydrant booster valve located adjacent the building entry.

The main building fire hydrant service will be extended to the Public Benefit Space and independently valved so that it can be isolated if necessary without affecting the rest of the building.

The fire hydrant service will be in accordance with the Building Code of Australia requirements and AS2419 - Fire Hydrant Installations.

Fire Hose Reel System

The system will be connected to the metered domestic cold water supply with hose reels located within four (4) meters of fire isolated exits.

The fire hose reel system will be extended to the Public Benefit Space/Child Care Facilities.

Fire Hose reel system will be in accordance with the Building Code of Australia requirements and AS 2491.

Gas Service

The gas service regulated supply will be connected to Jemena (previously AGL) main where accepted by the authority.

The Public Benefit Space will have its own independent gas regulator so that it can be independently metered.

The new gas service(s) will be in accordance with the AS 5601 and the requirements of Jemena.

Sanitary Fixtures, Faucets and General Equipment

All equipment such as sinks, basins and tapware will be specified by the architect/interior designer.

The sanitary fixtures and faucets will be of a standard throughout to achieve high levels of energy and water efficiency. These will be 3A WELS rated (equivalent to previous AAA rating) or better in accordance with the requirements for this type and class of building.

Water reduction will be achieved via the use of dual flush cisterns for the water closets (3 litre half / 6 litre full flush), and the use of water flow controls on faucets and temperature limiting devices.

Shower risers to be low flow type.

Isolation valves required to all toilets, bathrooms and kitchens.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Low flow fittings and fixtures; and
- Additional insulation to hot water pipework.

2.7 Lift Services

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- Relevant Australian Standards;
- Work Cover;
- DDA Code;
- Fire and Rescue NSW;
- AS 1735 Parts 1 or 2, and 12;
- AS 1428.1;
- AS/NZS 3000;
- Occupational Health & Safety Requirements; and
- ISO 9001.

Design Methodology

Lift Performance

Lift performance to the Public Benefit/Childcare Facilities shared with the Retail levels will comply with BCA, DDA, and relevant Australian Standards.

Number of Lifts

The following numbers of shared lifts will be provided to the Public Benefit Space/Childcare Facilities. These lifts will be shared with the retail space.

AREA	NUMBER OF LIFTS	CAPACITY	COMMENTS
Public Benefit Space	3 – subject to final lift traffic studies	17 person (disabled)	These lifts will need stretcher facilities

The primary strategies adopted for the design of the transportation services include:

- Lifts designed to handle passengers and baggage;
- Be of sufficient capacity for the proposed Community Meeting Facility and the Childcare Facilities;
- Machine Room-less type lifts to negate the need to build a lift machine room;
- Energy efficient drive and control systems;
- Equipment design to allow for the safety, comfort and health of users and personnel working on the lift equipment;
- Durable internal finishes; and
- Shared Kent Street entry foyer.

The lift will be compliant with AS 1735.12 and AS1428.1/2 with regards to access for people with disabilities.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- High efficiency lift motors; and
- Energy efficient lighting in lift cars with afterhours motion sensors.

3. COMMUNITY MEETING ROOM FACILITIES

3.1 General Architectural

(Indicative Preliminary Floor Plans Subject to Detailed Design Attached as Appendix A)

Key finishes/fit-out features will include:

- The Meeting Space will have commercial grade carpet tiles and be separated from the 'Ante Space', where possible, by a moveable wall;
- Internal wall features to be appropriately acoustically treated;
- All materials/finishes/fixtures and fittings will present nicely and wear well;
- The room will have, where possible, access to natural light;
- The room will have access to a covered external terrace (subject to detailed design outcomes);
- Meeting space will be capable of being divided;
- Meeting space should, where possible, be connected to the ante-space with removable walls.

Community Level Lift Lobby and Toilet Facilities

Key finishes/fit-out features will include:

- The shared entry lobby will be accessible from Kent Street;
- Lift with feature tiling to the floor, mirrored walls and protection handrails; and
- Toilet facilities will be provided in accordance with the Building Code of Australia to service the CoS meeting space and will be accessed via a common hallway.

Ante Space

Key finishes/fit-out features will include:

- The Ante Space where possible will be glass fronted onto a common hallway; and
- Where possible the room will have access to natural light.

Kitchenette Facilities

The Kitchenette Facilities will have two entry points, one secure entry from the public corridor, the other from the meeting or ante space.

- All floor services will be highly slip resistant in wet and dry conditions.
- Easily cleanable and durable surfaces, fixtures and finishes.
- Detailed design of the kitchenette will be completed by commercial kitchen specialist and will include:
 - Benches;
 - Food arrangement area with microwave, toaster and double sink;
 - Cupboards, including under bench storage;
 - Servery bench space;
 - Dry food storage;
 - Chemical storage which will be separate from food storage areas;
 - Space for bins;

-
- Space for under bench refrigeration; and
 - Minimal wash-up.

3.2 Mechanical Services

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- BCA;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Air Conditioning

Provision of an efficient air cooled VRV/VRF Daikin or Mitsubishi type air conditioning system.

This will be designed in accordance with the BCA and relevant Australian Standards including but not limited to AS1668.1, AS1668.2 and AS3666.

Ventilation

Provision of mechanical ventilation where required to meet the requirements of the BCA where natural ventilation is not achievable or desirable, in accordance with the BCA and relevant Australian Standards including but not limited to AS1668.1, AS1668.2 and AS3666.

Kitchen Exhaust

Kitchen exhaust provisions will be provided with roof mounted exhaust fans or horizontally (to Kent Street) where discharge can be 3m above pedestrian trafficable areas and 6m from the boundary and/or any outside air intakes. Make up air provisions will be facilitated via the roof or horizontally where possible.

General Exhaust

Toilets

Toilets will be mechanically exhausted to AS1668.2 where natural ventilation cannot be achieved.

Grease trap, Garbage etc.

The shared grease trap and garbage areas will be mechanically exhausted to the requirements of AS1668.2 and shared with other uses in the development.

External Design Criteria

The air conditioning system design will be based upon the following external ambient conditions:

- Summer: 32°C DB
 23°C WB
- Winter: 7°C DB

Internal Design Conditions

The air conditioning system will be designed to maintain the following internal conditions:

- 21.5°C +/- 1.5°C

No humidity control will be provided other than the normal dehumidification achieved as a result of cooling or heating incoming air.

Control Tolerance (for Air Conditioning System)

- ± 0.2°C accuracy of control devices
- ± 1°C Dry Bulb at point of control

Air Conditioning Loads

The following loads will be used in the design of the air conditioning systems:

- Lighting Load: 15 W/m²
- Equipment Load: 20 W/m²
- People Load: 70Watts Sensible/70 Watts Latent per person

Occupancy Rates & Outside Air Rates

The occupancy and outside air rates are as set out in AS1668.2-1991.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- High efficiency (high COP) AC motors and equipment;
- Insulated ductwork; and
- Variable speed drives on all fan motors.

3.3 Electrical/Communications/Data/MATV

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Environmental Protection Agency;
- AS/NZ 3000 – Australian Wiring Rules;
- Service and Installation Rules of NSW;
- Energy Australia Rules and Regulations;
- Australian and Communications Media Authority (ACMA);
- Australian Communications Industry Forum (ACIF); and
- Telstra/Optus.

Design Methodology

Substation

The building is proposed to have its own dedicated chamber substation/s. The substation has been adequately sized to cater for the Public Benefit Space incorporating the Community Meeting Room Facilities.

Electricity Supply

The electricity supply to the proposed onsite substation will be via the Ausgrid, high voltage, triplex CBD network in the vicinity of the site.

Consumer Mains

A 500Amp/Phase consumer main will be provided to the Public Benefit Space Stratum (which incorporates the Community Meeting Room Facilities) with its own independent tariff metering.

The capacity of this supply has been based on a power density allowance of 110VA/m².

Main Switch Boards

Main switch boards will be Form 3B and IP42 rated.

The switchboard (which services the Childcare Centre and Meeting Room Facilities) will be located in the electrical main switch room.

Distribution Boards

Distribution boards will be Form 1 construction and IP42 rated.

Distribution boards will be provided to service:

- General lighting;
- External lighting; and
- General power.

Subcircuit Cabling

Subcircuit cabling will be in accordance with AS3008 and AS3000.

Subcircuit cabling will be sized to cater for:

- the respective load;
- fault current rating; and
- Voltage drop.

Subcircuit cabling will be XLPE type except where fire rated cabling will be provided for essential/emergency services in accordance with the BCA.

Earthing

A MEN earthing system will be provided to the building in accordance with AS3000, Service and Installation Rules of NSW, and Ausgrid.

Metering

One (1) whole tariff meter will be provided to the Public Benefit Space.

In addition to this, there will be additional sub-metering provisions so that the Community Meeting Room Facilities can be independently metered by CoS if required.

General Lighting

General internal lighting will be provided in accordance with AS1680.

External/Public Domain lighting will be in accordance with AS1158 and City of Sydney Council requirements.

Lighting will be controlled via timers.

Internal lighting will be controlled via an automated lighting control system or equivalent.

Exit and Emergency Lighting

Single point exit and emergency lighting will be provided with test switches at the respective distribution boards.

Exit and emergency lighting will be in accordance with AS2293.

Telecommunications

The new development will have a central building distributor (MDF) that will service the entire building as well as the Public Benefit Space which incorporates the Community Meeting Room Facilities.

The MDF will service a 2 x 27 Way, Krone (or equivalent) Intermediate Distribution Frame (IDF) dedicated to the Public Benefit Space/Community Meeting Room Facilities. The IDF will be serviced via a 100 pair tie cable back to the MDF.

The backbone tie cabling will be Category 5 rated or better.

The building will have full mobile phone coverage via an in-house distributed antenna system.

Horizontal Structured Cabling System Allowance

The Community Meeting Room Space(s) will have the following horizontal structured cabling allowances:

- 19", 45RU free standing communications cabinet to accommodate structured communications cabling patch panels;
- Twelve (12) RJ45 data points with Category 6 rated horizontal cabling back to communications cabinet;
- 25 pair Category 5e rated tie cabling from the communications back to the local MDF;
- Patch panels within the communications cabinet; and
- Patch and fly leads to be patched by others.

All active IT equipment shall be by others.

MATV and PAYTV

A dedicated "free to air" digital capable MATV/PAYTV system will be provided to the commercial stratum of the building (which the Public Benefit Space/Community Meeting Room Facilities will be part of).

There will be an RG11 backbone to splitters located on each level within the telecommunications risers. The Public Benefit Space/Community Meeting Room Facilities will have access to the commercial stratum MATV/PAYTV system via the dedicated telecommunication risers on the respective levels.

The residential stratum will have its own separate MATV/PAYTV system not linked to the commercial stratum system.

Security

CCTV

The CCTV system will be monitored by the City of Sydney and consist of the following:

- Head end located in the back of house office area associated with the Public Benefit Space;
- IP based, individually addressable, CCTV cameras located at the following points:
 - Main Community Meeting Room Facility entry and exit points; and
 - Associated public areas.
- Data backbone cabling to accommodate the CCTV camera infrastructure; and
- Digital Video Recording (DVR) system capable of providing thirty (30) day storage capacity.

Access Control

The Access Control system will consist of the following:

- Head end located in the back of house office area associated with the Public Benefit Space;
- IP based, individually addressable, card readers located at the following points:
 - Main entry;
- Data backbone cabling to accommodate the access control infrastructure;
- Reed switches to all building perimeter doors;
- Access control proximity cards; and
- Access control data storage system capable of providing thirty (30) day storage capacity.

Surge Protection

Primary surge protection will be provided at the main switch board(s) and telecommunications building distributor (MDF). No secondary surge will be provided at this stage.

Public Domain Lighting

Public Domain Lighting will be provided in accordance with:

- AS 1158.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Automated lighting control;
- Energy efficient lighting and lighting systems;
- 320 lux illumination levels to 90% of the commercial spaces of the Public Benefit Space/Community Meeting Room Facilities at the working plane. All other areas to have light levels in accordance with AS 1680;
- Lighting levels and lighting power densities to all other areas in accordance with BCA – Section J requirements;
- Zoned (less than 100m²) and master switching;
- Digital power metering of all submains; and
- Reduction of “spill” lighting.

3.4 Audio Visual (AV) Systems

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Environmental Protection Agency;
- AS/NZ 3000 – Australian Wiring Rules;
- Service and Installation Rules of NSW;
- Energy Australia Rules and Regulations;
- Australian and Communications Media Authority (ACMA);
- Australian Communications Industry Forum (ACIF);
- Telstra/Optus;
- ANSI/INFOCOMM 1M - Audio Coverage Uniformity in Enclosed Listener Areas
- ANSI/INFOCOMM 2M - Standard Guide for Audio/visual Systems Design and Coordination Processes;
- ANSI/INFOCOMM 3M - Projected Image System Contrast Ratio;
- AS60118.4 - Hearing aids - Magnetic field strength in audio-frequency induction loops for hearing aid purposes; and
- AS1428.5-2008 - Designing for Access and Mobility.

Design Methodology

The design methodology for the AV systems will be the provision of cabling infrastructure and installation of equipment to enable the connection of more specialised and user specific equipment to be provided as a part of the Tenant's fit-out works.

Equipment provided will include the following:

- Tie lines;
- Flat panel displays;
- Ceiling loudspeakers;
- Connection plates; and
- Hearing Augmentation Systems.

The hearing augmentation system shall be configured, installed and commissioned to ensure performance complies with AS1428.2 and AS60118.4-2007.

The following items is understood to be provided as a part of the City of Sydney fit-out works:

- Provision of sound systems for performance;
- Provision of recording systems including recording servers, microphones and associated loose cabling necessary for the recording of student performances;
- Provision of head end equipment such as DVD players, Resident PCs for use with the display system; and
- Mixing and post production equipment and software.

3.5 Fire Services

Regulations and Authorities

Relevant authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade/Fire & Rescue NSW;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Design Criteria

The fire services design will comprise of the following design criteria:

Fire Services System	BCA requirement	Australian Standard
Automatic fire sprinkler system	NCC Spec E1.5	AS 2118 Part 1-1999
Smoke Detection and Alarm System	NCC Spec E2.2a Clause 3	AS1670.1-2004
	NCC Spec E2.2a Clause 4	AS1670.1-2004
Building Occupant Warning System	NCC Spec E2.2a Clause 6	AS1670.1-2004
Fire Hydrants	NCC Spec E1.3	AS2419.1-2005
Fire Hose Reels	NCC Spec E1.4	AS2441-2005
Portable Fire Extinguishers	NCC E1.6	AS2444-2001

Automatic Fire Detection Systems

Full addressable, automatic fire detection systems will be provided throughout the development and Public Benefit Space/Community Meeting Room Facilities in accordance with:

- AS1670;
- AS1668; and
- BCA.

A Fire Indicator Panel (FIP) will be allowed for in the development and a dedicated Sub-FIP linked to the main FIP will be provided to the Public Benefit Space (which incorporates the Community Meeting Room Facilities).

Interface will be provided with other services as follows:

- Security system for any monitoring and release of locked doors in egress path;
- Building occupant warning system for controlled evacuation of building occupants; and
- Mechanical services system for system shut down upon fire alarm.

EWIS speakers will be provided throughout the area, located to emit a pre-recorded verbal evacuation message as well as warden annunciation capabilities at the required sound pressure level to all occupied areas. Speakers will be supplemented with visual strobes for the hearing impaired.

Automatic Fire Suppression Systems

Sprinklers to AS2118 will be provided to the Public Benefit Space/Community Meeting Room Facility.

The sprinklers to the Public Benefit Space will be separately valved, so that it can be independently isolated from the rest of the building.

An automatic fire sprinkler system will be provided throughout to suit the code requirements.

- Fire sprinkler system will be designed to the following design criteria:
 - Office areas – light hazard class LH;
 - Childcare areas – light hazard class LH;
 - Meeting spaces – light hazard class LH;
 - Toilets/back of house – light hazard class LH; and
 - Plant areas - ordinary hazard class 1 OH1.

Fire Extinguishers

Fire extinguishers will be provided throughout the building and Public Benefit Space/Community Meeting Facilities in accordance with the BCA.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Reuse sprinkler/hydrant water used during statutory periodic testing.

3.6 Hydraulic Services

General

The hydraulic services documented for the development will be in accordance with the requirements of the relevant authorities.

Regulations and Authorities

Relevant authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- City of Sydney Council;
- Relevant Australian Standards;
- Work Cover;
- NSW Fire Brigade;
- Alternate Fire Engineered Solution; and
- Environmental Protection Agency.

Design Methodology

Sewer Drainage & Sanitary Plumbing

The sewer drainage and sanitary plumbing system will collect the discharge from the various sanitary fixtures and drainage points throughout and will gravitate to the existing Sydney Water Sewer Mains.

The system will be designed in accordance with AS3500 the National Drainage and Plumbing Code.

Final connections and arrangements for the sewer are subject to further negotiations with Sydney Water.

Stormwater Drainage & Downpipes

Gravity stormwater drainage will be provided from the roof areas to cater for a 1:20 and 1:100 year storm and will gravitate to the Sydney Water controlled drainage system in the adjacent streets via a combined rainwater harvesting and onsite detention (OSD) system.

All pipework will be suspended and reticulated to the perimeter of the site where it is will drop vertically to pipework under the footpath and road.

An onsite stormwater detention (OSD) tank will be provided for the proposed development in accordance with City of Sydney requirements.

The stormwater drainage system will be designed in accordance with City of Sydney Council current stormwater guidelines, "Australian Rainfall and Runoff" and AS3500 the National Drainage and Plumbing Code.

Cold Water Service

The cold water service for domestic supply will be an independently metered, mains-fed system and be complete with new connections to the Sydney Water's main.

The cold water service will be reticulated to all fixtures, faucets, and points of connection.

The cold water service will be in accordance with AS3500 the National Drainage and Plumbing Code.

Domestic Hot Water Service

An independent domestic hot water service will be provided to the Public Benefit Space/Community Meeting Room Facilities.

The domestic hot water service will provide controlled temperature hot water to all fixtures and faucets requiring hot water.

Thermostatic mixing valves will be allowed for.

The hot/warm water service will be in accordance with AS3500 the National Drainage and Plumbing Code.

Fire Hydrant Service

The system will incorporate a connection to the Sydney Water main in the adjacent streets and a hydrant booster valve located adjacent the building entry.

The main building fire hydrant service will be extended to the Public Benefit Space and independently valved so that it can be isolated if necessary without affecting the rest of the building.

The fire hydrant service will be in accordance with the Building Code of Australia requirements and AS2419 - Fire Hydrant Installations.

Fire Hose Reel System

The system will be connected to the metered domestic cold water supply with hose reels located within four (4) meters of fire isolated exits.

The fire hose reel system will be extended to the Public Benefit Space/Community Meeting Room Facilities.

Fire Hose reel system will be in accordance with the Building Code of Australia requirements and AS 2491.

Gas Service

The gas service regulated supply will be connected to Jemena (previously AGL) main where accepted by the authority.

The Public Benefit Space will have its own independent gas regulator so that it can be independently metered.

The new gas service(s) will be in accordance with the AS 5601 and the requirements of Jemena.

Sanitary Fixtures, Faucets and General Equipment

All equipment such as sinks, basins and tapware will be specified by the architect/interior designer.

The sanitary fixtures and faucets will be of a standard throughout to achieve high levels of energy and water efficiency. These will be 3A WELS rated (equivalent to previous AAA rating) or better in accordance with the requirements for this type and class of building.

Water reduction will be achieved via the use of dual flush cisterns for the water closets (3 litre half / 6 litre full flush), and the use of water flow controls on faucets and temperature limiting devices.

Shower risers to be low flow type.

Isolation valves required to all toilets, bathrooms and kitchens.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- Low flow fittings and fixtures; and
- Additional insulation to hot water pipework.

3.7 Lift Services

General

These lifts will be shared with Childcare Facilities and the Retail levels.

Regulations and Authorities

Relevant regulations and authorities having jurisdiction over this service are as follows:

- Building Code of Australia;
- Relevant Australian Standards;
- Work Cover;
- DDA Code;
- Fire and Rescue NSW;
- AS 1735 Parts 1 or 2, and 12;
- AS 1428.1;
- AS/NZS 3000;
- Occupational Health & Safety Requirements; and
- ISO 9001.

Design Methodology

Lift Performance

Lift performance to the Public Benefit/Child Care Facilities shared with the Retail levels will comply with BCA, DDA, and relevant Australian Standards.

Number of Lifts

The following numbers of shared lifts will be provided to the Public Benefit Space. These lifts will also be shared with the retail space.

AREA	NUMBER OF LIFTS	CAPACITY	COMMENTS
Public Benefit Space	3 – subject to final lift traffic studies	17 person (disabled)	These lifts will need stretcher facilities

The primary strategies adopted for the design of the transportation services include:

- Lifts designed to handle passengers and baggage;
- Be of sufficient capacity for the proposed Community Meeting Facility and the Childcare Facilities;
- Machine Room-Less type lifts to negate the need to build a lift machine room;
- Energy efficient drive and control systems;
- Equipment design to allow for the safety, comfort and health of users and personnel working on the lift equipment;
- Durable internal finishes; and

- Main Kent Street entry foyer.

The lift will be compliant with AS 1735.12 and AS1428.1/2 with regards to access for people with disabilities.

ESD Initiatives

At this stage, the following ESD initiatives are proposed:

- High efficiency lift motors; and
- Energy efficient lighting in lift cars with afterhours motion sensors.

4. PUBLICALLY ACCESSIBLE TOILET FACILITY

4.1 General

A toilet facility of approximately 30m² will be provided on the George Street retail level with universal access that is accessible by the general public for no less than the core trading hours of the George Street retail level.

4.2 Sanitary Fixtures, Faucets and General Equipment

All equipment such as sinks, basins and tapware will be specified by the architect/interior designer.

The sanitary fixtures and faucets will be of a standard throughout to achieve high levels of energy and water efficiency. These will be 3A WELS rated (equivalent to previous AAA rating) or better in accordance with the requirements for this type and class of building.

Water reduction will be achieved via the use of dual flush cisterns for the water closets (3 litre half / 6 litre full flush), and the use of water flow controls on faucets and temperature limiting devices.

4.3 General Exhaust

Toilets will be mechanically exhausted to AS1668.2 where natural ventilation cannot be achieved.

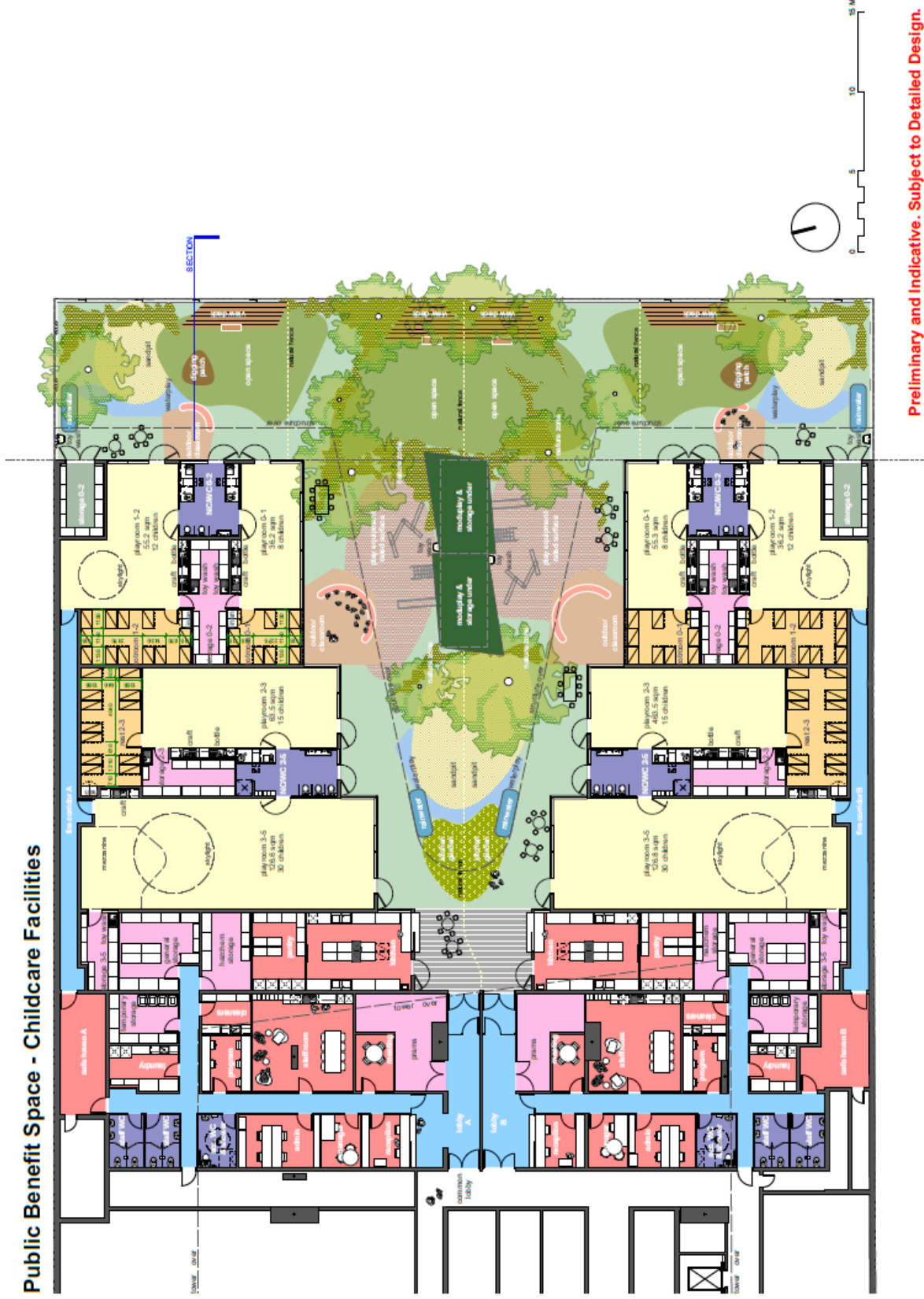
APPENDICES

APPENDIX A

Preliminary Indicative Floor Plans



Public Benefit Space - Childcare Facilities



Preliminary and Indicative. Subject to Detailed Design.



Mirvac Design



SECTION 1:200

3 KITCHENETTE 1:100 (SUBJECT TO DETAILED DESIGN)

1 COMMUNITY MEETING SPACE 1:200

PRELIMINARY AND INDICATIVE
 DETAIL DESIGN SUBJECT TO TOWER STRUCTURE

SCHEME 01
SK210

COMMUNITY LEVEL SKETCH

APPENDIX B

Accommodation Schedules



505-523 George Street Public Benefit Space | Indicative Accommodation Schedule

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 1 (NORTH)*

(all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)

ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
ENTRY		73.8
Lobby	31.8	
Reception	9.8	
Pram Storage	23.5	
Meeting Room	8.7	
ADMINISTRATION		87.0
Administration (office)	16.6	
Manager	7.8	
Program Room	10.9	
Staff Room	38.7	
Staff WC	14.0	
Accessible WC/Shower	7.8	
BACK OF HOUSE		118.6
General Storage	22.0	
Hazchem Storage	15.2	

Temporary Storage (Waste)	13.4	
Laundry	12.1	
Cleaners Room	7.8	
Kitchen	32.0	
Pantry	16.1	
CHILDREN'S INDOOR PLAY AREA		428.6
Play Room 0-1	36.2	
Cot Rom 0-1	15.5	
Storage 0-2	19.0	
Nappy Change / WC 0-2	17.1	
Play Room 1-2	55.2	
Cot Room 1-2	23.5	
Play Room 2-3	63.5	
Storage 2-3	14.8	
Rest Area 2-3	28.3	
Nappy Change / WC 2-5	18.3	
Play Room 3-5	126.6	
Storage 3-5	10.7	
EGRESS & CIRCULATION		87.3
Fire Corridor	28.2	

Safe Haven	21.6	
General Circulation Corridors	34.2	
CHILDCARE CENTRE 1 (NORTH) TOTAL INTERNAL AREA		804.2
CHILDREN'S OUTDOOR PLAY AREA		516.6
Outdoor Play 0-2	147.0	
External Storage 0-2	12.6	
Outdoor Play 2-5	341.3	
External Storage 2-5	15.7	
CHILDCARE CENTRE 1 (NORTH) TOTAL EXTERNAL AREA		516.6
CHILDCARE CENTRE 1 (NORTH) TOTAL COMBINED FLOOR AREA		1320.8

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)			
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)	
ENTRY		62.2	
Lobby	27.2		
Reception	9.8		
Pram Storage	18.0		
Meeting Room	7.2		
ADMINISTRATION		86.2	
Administration (office)	13.6		
Manager	7.8		
Program Room	9.0		
Staff Room	34.0		
Staff WC	14.0		
Accessible WC/Shower	7.8		
BACK OF HOUSE		108.7	
General Storage	22.2		
Hazchem Storage	9.8		
Temporary Storage (Waste)	13.1		

Laundry	8.6	
Cleaners Room	6.9	
Kitchen	32.0	
Pantry	16.1	
CHILDREN'S INDOOR PLAY AREA		428.6
Play Room 0-1	36.2	
Cot Rom 0-1	15.5	
Storage 0-2	19.0	
Nappy Change / WC 0-2	17.1	
Play Room 1-2	55.2	
Cot Room 1-2	23.5	
Play Room 2-3	63.5	
Storage 2-3	14.8	
Rest Area 2-3	28.3	
Nappy Change / WC 2-5	18.3	
Play Room 3-5	126.6	
Storage 3-5	10.7	
EGRESS & CIRCULATION		85.9
Fire Corridor	28.5	
Safe Haven	21.3	

General Circulation Corridors	36.1	
CHILDCARE CENTRE 2 (SOUTH) TOTAL INTERNAL AREA		771.3
CHILDREN'S OUTDOOR PLAY AREA		517.2
Outdoor Play 0-2	147.0	
External Storage 0-2	12.7	
Outdoor Play 2-5	341.8	
External Storage 2-5	15.7	
CHILDCARE CENTRE 2 (SOUTH) TOTAL EXTERNAL AREA		517.2
CHILDCARE CENTRE 2 (SOUTH) TOTAL COMBINED FLOOR AREA		1288.5
GRAND TOTAL COMBINED AREA OF CHILDCARE CENTRE 1 & CHILDCARE CENTRE 2		2609.3

Childcare Accommodation Schedule in Detail

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 1 (NORTH)*

(all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)

ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
ENTRY		55.3
Lobby	31.8	
Pram Storage	23.5	
ADMINISTRATION		114.3
Reception	9.8	
Meeting Room	8.7	
Administration (office)	16.6	
Manager	7.8	
Program Room	10.9	
Staff Room	38.7	
Staff WC	14.0	
Accessible WC/Shower	7.8	
BACK OF HOUSE		118.6
General Storage	22.0	
Hazchem Storage	15.2	
Temporary Storage	13.4	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)		
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
Laundry	12.1	
Cleaners Room	7.8	
Kitchen	32.0	
Pantry	16.1	
CHILDREN'S INDOOR PLAY AREA		432.5
Play Room 0-1	36.5	
Cot Rom 0-1	16.3	
Storage 0-2	18.5	
Nappy Change / WC 0-2	17.8	
Play Room 1-2	55.6	
Cot Room 1-2	24.0	
Play Room 2-3	63.0	
Storage 2-3	14.4	
Rest Area 2-3	28.8	
Nappy Change / WC 2-5	19.3	
Storage 3-5	10.5	
Play Room 3-5	127.8	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)		
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
EGRESS & CIRCULATION		
Fire Corridor	28.2	87.3
Safe Haven	21.6	
General Circulation Corridors	37.5	
CHILDCARE CENTRE 1 (NORTH) TOTAL INTERNAL AREA		
CHILDREN'S OUTDOOR PLAY AREA		516.6
Outdoor Play 0-2	147.0	516.6
External Storage 0-2	12.6	
Outdoor Play 2-5	341.3	
External Storage 2-5	15.7	
CHILDCARE CENTRE 1 (NORTH) TOTAL EXTERNAL AREA		516.6
CHILDCARE CENTRE 1 (NORTH) TOTAL COMBINED FLOOR AREA		1320.8

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)		
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
ENTRY		45.2
Lobby	27.2	
Pram Storage	18.0	
ADMINISTRATION		103.2
Reception	9.8	
Meeting Room	7.2	
Administration (office)	13.6	
Manager	7.8	
Program Room	9.0	
Staff Room	34.0	
Staff WC	14.0	
Accessible WC/Shower	7.8	
BACK OF HOUSE		108.7
General Storage	22.2	
Hazchem Storage	9.8	
Temporary Storage	13.1	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)		
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
Laundry	8.6	
Cleaners Room	6.9	
Kitchen	32.0	
Pantry	16.1	
CHILDREN'S INDOOR PLAY AREA		428.6
Play Room 0-1	36.2	
Cot Rom 0-1	15.5	
Storage 0-2	19.0	
Nappy Change / WC 0-2	17.1	
Play Room 1-2	55.2	
Cot Room 1-2	23.5	
Play Room 2-3	63.5	
Storage 2-3	14.8	
Rest Area 2-3	28.3	
Nappy Change / WC 2-5	18.3	
Play Room 3-5	126.6	
Storage 3-5	10.7	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)		
ACTIVITY AREA	SUB TOTAL AREA (m2)	TOTAL AREA (m2)
EGRESS & CIRCULATION		
Fire Corridor	28.5	
Safe Haven	21.3	
General Circulation Corridors	36.1	
CHILDCARE CENTRE 2 (SOUTH) TOTAL INTERNAL AREA		771.3
CHILDREN'S OUTDOOR PLAY AREA		
Outdoor Play 0-2	147.0	
External Storage 0-2	12.7	
Outdoor Play 2-5	341.8	
External Storage 2-5	15.7	
CHILDCARE CENTRE 2 (SOUTH) TOTAL EXTERNAL AREA		517.2
CHILDCARE CENTRE 2 (SOUTH) TOTAL COMBINED FLOOR AREA		1288.5
GRAND TOTAL COMBINED AREA OF CHILDCARE CENTRE 1 & CHILDCARE CENTRE 2		2609.3

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
ENTRY					
Lobby	E01(A)		<ul style="list-style-type: none"> Signage Sign-in desk Notice board Parent pigeon holes 	<ul style="list-style-type: none"> Consider public/ childcare threshold (child locking gates) Video intercom system with camera to main entry, accessible from multiple interior locations. Parent pockets/ pigeon holes for parent notices Clear legible way finding and signage 	31.8
Pram Storage	E02(A)		<ul style="list-style-type: none"> Pram parking and store Number of prams TBC 	<ul style="list-style-type: none"> Consider relationship with Lobby 	23.5
ENTRY TOTAL					55.3
ADMINISTRATION					
Reception	A01(A)		<ul style="list-style-type: none"> Workstation (three minimum) Shelving and archive/document storage Safe 	<ul style="list-style-type: none"> Connect to lobby Passive surveillance to lobby Air conditioned Telephone, GPO and data ports or Wi-Fi 	9.8
Meeting Room	A02(A)		<ul style="list-style-type: none"> Meeting table Seating 	<ul style="list-style-type: none"> Close proximity to lobby Acoustic isolation Air conditioned Located away from children's playrooms GPO and data ports or Wi-Fi 	8.7
Administration (office)	A03(A)		<ul style="list-style-type: none"> Workstations (four minimum) Shelving and archive/document storage Safe 	<ul style="list-style-type: none"> Acoustic isolation Air conditioned Located away from children's playrooms 	16.6

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Program Room	A04(A)		<ul style="list-style-type: none"> Workstations (four minimum) Shelving and archive/ document storage Safe 	<ul style="list-style-type: none"> Telephone, GPO and data ports or Wi-Fi Acoustic isolation Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	10.9
Staff Room	A05(A)		<ul style="list-style-type: none"> Lounge area Table and chairs Seating Kitchenette Lockers (childcare and kitchen staff, number required dependent on number of staff) Store 	<ul style="list-style-type: none"> Inaccessible to children Kitchenette with sink, full size refrigerator, cupboards, food storage, tea/ coffee making facilities, microwave, dishwasher, instantaneous hot water boiling unit Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	38.7
Staff WC	A06(A)		<ul style="list-style-type: none"> Number of staff toilets required TBC 	<ul style="list-style-type: none"> Close to Staff Room or Office Meet statutory regulations for accessibility Inaccessible to children Air conditioned/ mechanical ventilation 	14.0
Accessible WC/Shower	A07(A)		<ul style="list-style-type: none"> Accessible toilet and shower Nappy change 	<ul style="list-style-type: none"> Close to Staff Room or Office Meet statutory regulations for accessibility Inaccessible to children 	7.8

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Manager	A08(A)		<ul style="list-style-type: none"> Workstation Shelving Small meeting table (to accommodate 3 chairs) 	<ul style="list-style-type: none"> Air conditioned/ mechanical ventilation Acoustic isolation Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	7.8
ADMINISTRATION TOTAL					114.3
BACK OF HOUSE					
General Storage	B01(A)		<ul style="list-style-type: none"> Shelves 	<ul style="list-style-type: none"> Self-closing child proof door to prevent unsupervised entry by children Storage for general items 	22.0
Temporary Storage	B02(A)		<ul style="list-style-type: none"> Store Short term garbage and recycling hold Shelving for storage Tap for wash down 	<ul style="list-style-type: none"> Inaccessible to children Allow for adequate bins (benchmark similar sized facilities) Vermin-proofing (eg hobs) Appropriate exhaust system for the temporary garbage hold 	13.4
Hazchem Storage	B03(A)		<ul style="list-style-type: none"> Shelves 	<ul style="list-style-type: none"> Self-closing child proof door to prevent unsupervised entry by children Storage for hazardous and chemical items Ventilation to Code requirements 	15.2

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Laundry	B04(A)		<ul style="list-style-type: none"> Commercial washer / dryer stacker Shelves Linen store Sink for toy wash Sluice 	<ul style="list-style-type: none"> Self-closing child proof door to prevent unsupervised entry by children Storage for clean and soiled linen Sluice (similar to a cleaners sink/ tub), waste outlet connected to the sewage system. 	12.1
Cleaners Room	B06(A)		<ul style="list-style-type: none"> Cleaners cupboard including safe storage for chemicals Cleaners sink 	<ul style="list-style-type: none"> Inaccessible to children Ventilation to Code requirements Signage 	7.8
Kitchen	B07(A)		<ul style="list-style-type: none"> Commercial kitchen space to include: <ul style="list-style-type: none"> fridge x2 freezer x 1 sinks commercial dishwasher cooktop, 6 burner oven, fan forced microwave oven Hot and cold food preparation areas, bench space, servery - all stainless steel commercial grade Dedicated hand basin where required Recycling and rubbish disposal facilities First aid lockable cupboard Delivery store space Food trolley storage 	<ul style="list-style-type: none"> Contained area Connection to dining areas Self-closing child proof door to prevent unsupervised entry by children Preparation of food onsite, as per the requirements of Long Day Care Mechanical Ventilation and exhaust Advise on options for air conditioning Explore/confirm if grease trap is required Provide suitable amount of sinks per food safety standards (e.g. 1 x food prep, 1 x hand wash, 1 x dish wash) Instantaneous hot water boiling unit Deliveries via main entry Food trolley to be used for delivery of meals to dining areas 	32.0

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Pantry	B08(A)		<ul style="list-style-type: none"> Fixed shelving units, preferably stainless steel Optional location for kitchen fridge and freezer, and food trolley storage 	that are not directly adjacent to kitchen. Number TBA. <ul style="list-style-type: none"> Visual connection to at least one of the play areas Consider some or all areas to be universally accessible Confirm if pass through dishwasher is required 	16.1
BACK OF HOUSE TOTAL					118.6
CHILDREN'S INDOOR PLAY AREA					

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Play Rooms	C01(A)		<ul style="list-style-type: none"> • Activity zones • Display space • Bottle prep. sink and bench (if no dedicated room is provided) • Craft prep. sink and bench • Store and joinery (toys, resources, etc.) • Dining Area (wet weather) 	<ul style="list-style-type: none"> • Allow for 3.25m2 of unencumbered indoor space per child • Separate play areas for babies (0-2 yrs), toddlers (2-3 yrs) and older children (3-5 yrs) • Variety of activity zones including wet/dry play, art and craft, reading, quiet bay/ retreat, manipulative and fantasy play, music area • Activity zones to accommodate clusters of several children and educator • Activity zones to accommodate teaching material, displays, and play/work surfaces • Good cross visibility between activity zones • Connection to children's bathroom, nappy change rooms and cot room • Connection to outdoor play • Natural light • Imaginative design and material for display space to minimise clutter. • Several telephone, GPO's, data ports and intercom inaccessible to children • School readiness space (computer, music equipment etc.) • Resilient flooring only • Air conditioned • Craft prep area must include 	281.5

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				sink, prep space and lockable cupboards for craft materials and be located within each playroom • Each indoor playroom must have access to its own indoor store room (minimum of 10 m2 per store room). Fitted out with adjustable shelving • Allow for a space within walk-in store rooms that are located off the 2-5 years old playrooms, for storage of stackable stretcher beds (dimension of each stretcher bed: 1300mm long x 580mm wide x 120mm high)	

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Cot Rooms	C02(A)		<ul style="list-style-type: none"> Accommodate max. no. of cots in available space Lockable cupboards Linen Store 	<ul style="list-style-type: none"> Safe and secure environment Acoustic isolation Sound monitors Good cross visibility Connection to indoor play Carpet Flooring Air conditioned A tinted observation window to be included to allow for visibility into cot rooms from playrooms Cot rooms to be located off the playrooms that cater to the under two year olds and allow for enough space for a cot for each under two year old. Floor space required for each cot is 111cm (43") long by 69cm (27") wide Light control/ black-out blinds GPO 	67.3
WC / Nappy Change	C03(A)		<ul style="list-style-type: none"> Age appropriate children's toilets, hand washing and bathing facilities Nappy change bench with inset baby bath/ tub and nappy change steps under bench Separate hand washing area for staff Sink for toy wash Lockers for children (under 2) in nappy change area Nappy storage Contaminated waste disposal 	<ul style="list-style-type: none"> Hard wearing non slip floor surfaces Connection to and visible from playrooms Consider sharing between playrooms of similar age groups to maximise planning efficiency. Meet statutory regulations for accessibility Ventilation In nappy change areas which are linked to the 2-3 years old playrooms, bathing facilities suitable for 2-5 years old (small shower, square bath) must be 	35.4

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Storage	C04(A)		<ul style="list-style-type: none"> Shelves Sink for toy wash First aid lockable cupboard 	provided <ul style="list-style-type: none"> Provide in-built baby bath for under 2's All rooms to have visual connection, where possible, to outdoor play area Approximately half of the rooms should have direct access to outdoor play area 	44.5
				<ul style="list-style-type: none"> Storage for beds, small furniture, equipment, toys, books, etc Inaccessible to children Connection to indoor/ outdoor play Ideally shelves 500mm deep Consider wall mounted hooks for awkwardly sized items on wall opposite shelving Each indoor playroom must have access to its own/shared indoor store room (approximately 10 m2 per store room). Fitted out with adjustable shelving Allow for a space within walk-in store rooms that are located off the 3-5 years old playrooms, for storage of stackable stretcher beds (dimension of each stretcher bed: 1300mm long x 	

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				580mm wide x 120mm high)	
CHILDREN'S INDOOR PLAY AREA TOTAL					428.6
EGRESS & CIRCULATION					
Fire Corridor Safe Haven	G03(A)		<ul style="list-style-type: none"> Egress conditions to ensure compliance with relevant standards Safe haven and fire egress conditions to ensure compliance with City of Sydney DCP 	<ul style="list-style-type: none"> Ensure provision of adequate emergency exits in accordance with the BCA 	49.8
General Circulation Corridors	G01(A)		<ul style="list-style-type: none"> Proposed circulation conditions to meet relevant standards 	<ul style="list-style-type: none"> Clear delineation and logic to circulation between different areas whilst maintaining flexibility of spaces Economic use of space Additionally to main entry consider entry point for services / 	37.5

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				BOH	
Accessibility	G02(A)			<ul style="list-style-type: none"> • Universal access, ensure dignity of all users • Coordinate with SSHS Public Domain and Coordination Plan • Wayfinding - note public toilets nearby 	N/A
				EGRESS & CIRCULATION TOTAL	87.3
PLANT AND EQUIPMENT					
Electrical and Comms Room	PE01		<ul style="list-style-type: none"> • Main switch board • Electrical Meter • Telecommunications equipment and rack 	<ul style="list-style-type: none"> • Air conditioned/mechanically ventilated as required 	10 - 15
Hydrant and Sprinkler Pump Room (part of base building)	PE02		<ul style="list-style-type: none"> • Fire sprinkler booster pump • Fire hydrant booster pump 	<ul style="list-style-type: none"> • To be coordinated with other uses in the development, as there may be a development-wide approach to consolidate pump rooms into one location 	N/A (Included in base building allowance)
Plant Room	PE03		<ul style="list-style-type: none"> • Air conditioning plant and equipment • Hot water storage • Rain water pump (if not located near water tank) • Cold water supply pump • Irrigation control 	<ul style="list-style-type: none"> • Acoustic isolation • Ventilation 	TO BE FURTHER TESTED

505 George Street Public Benefit Space | Accommodation Schedule

*PRELIMINARY AND INDICATIVE ONLY. SUBJECT TO DETAILED DESIGN.

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
SERVICES					
Security	S01		<ul style="list-style-type: none"> Swipe card access/CCTV 	<ul style="list-style-type: none"> PLANT AND EQUIPMENT TOTAL Safe and secure environment Ensure security of all areas and building access Maintain privacy for children/users Video intercom system with camera to main entry, accessible from multiple interior locations (reception, admin, kitchen, all playrooms) No CCTV to playrooms required Swipe card access to main entry, staff entry and safe haven (back to base) 	10-15 Excluding Plant Room
Electrical + Lighting	S02		<ul style="list-style-type: none"> Fitout requirements to be included in electrical and communications plant spaces allocated Data connections TV connection GPO's 	<ul style="list-style-type: none"> New electrical services and lighting to suit new design and meet environmental targets Energy efficient fittings throughout Secured Wi-Fi to centre Data points at key locations Provide GPO's throughout inaccessible to children 	N/A (included in PE01 electrical and comms cupboards)
Fire	S03		<ul style="list-style-type: none"> Smoke and thermal detectors, fire hydrant cover Sprinklers throughout the building 	<ul style="list-style-type: none"> Systems to suit purpose In accordance with the BCA 	N/A

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Mechanical Services	S04		<ul style="list-style-type: none"> Heating and Cooling 	<ul style="list-style-type: none"> Systems to suit purpose, ESD and acoustic targets Air conditioning system for providing heating and cooling specifically to cot rooms, indoor play rooms, staff rooms and offices 	N/A (Included in PE03)
Water Supply Plumbing	S05		<ul style="list-style-type: none"> Water supply pipes 	<ul style="list-style-type: none"> Copper pipes Thermostatic valves to be installed to ensure water that is accessible to children is regulated 	N/A
CHILDCARE CENTRE 1 (NORTH) TOTAL INTERNAL AREA (Excluding Plant and Equipment)					804.2
PLAYGROUND AND EXTERNAL WORK					

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Outdoor Play	P01(A)		<ul style="list-style-type: none"> Natural features Play equipment Sandpit and sand cover Planting beds Activity wall Raised platform Shade and shelter Bubblers Sofffall Fencing Lighting Storage Craft sink and bench Wet play area Digging patches (with non-toxic soil) in addition to the sandpit Vegetable patch Mud kitchens – for use by children – can be located close to the digging patch where children can access non-toxic soil Decked areas where dramatic play areas can be set up 	<ul style="list-style-type: none"> Allow for minimum of 7m2 of unencumbered outdoor space per child The outdoor space must provide for opportunities where children can engage in sensory play (i.e. include water play areas, sand play areas, mud kitchens and digging patches. Include vegetable and herb gardens and an area for composting and worm farms) Must also allow for different types of play to take place, i.e. activity zones include wet/dry play, garden, art and craft, quiet bay/retreat, manipulative and dramatic play areas Connection to indoor play and children's bathroom and nappy change room Good cross visibility between play areas and into children's bathrooms from the outdoor/verandah area To cater for 0-5 years with separated and secure play areas for under 2's and 3-5's children, but also allow for older and younger siblings to be able to interact with one another Attention to be given to perimeter fence/ screen design including access, lighting, security, visual surveillance, privacy, syringes, 	488.3

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				etc. <ul style="list-style-type: none"> Allow for play exploration, different playscapes, multiple natural textures and elements such as sand, soil, grass, rocks, etc. To be a stimulating, interesting and interactive play area Consider a variety of levels to create informal performance spaces (i.e. raised decked areas) if there is a need to provide steps for children to walk down to access the outdoor play area then steps should be wide amphitheatre/ bleacher style steps to allow for informal play. Provide tap(s)/water pumps for water use in the digging patch and vegetable garden and sand pit – to be connected to mains and not water tanks (suitable for child use) Bubblers and taps for drinking water and located in an area which is easily accessed by children 	

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Verandahs	P01(A)		<ul style="list-style-type: none"> Storage Retractable/ operable shade (optional) Fans (optional) 	<ul style="list-style-type: none"> Consider opportunity for semi outdoor dining (alfresco) Connection to indoor play and children's bathroom and nappy change room Good cross visibility between play areas and into children's bathrooms from the outdoor/verandah area Large verandah areas to provide suitable space for arts and crafts and play area when raining and provide a good connection between the indoor area and outdoor play area. Several outdoor GPOs 	N/A
External Storage	P02(A)		<ul style="list-style-type: none"> Sink for toy wash Shelves First aid lockable cupboard 	<ul style="list-style-type: none"> Outdoor storerooms must be a minimum of 12m2 and have heavy duty adjustable shelving Storage for climbing equipment, outdoor equipment, garden equipment, furniture, play equipment, garden equipment, toys, books, etc.) Allow for an area within the outdoor store room to store long jumping boards, ladders and walk boards Inaccessible to children Connection to indoor/outdoor play An outdoor store room will be required in the under 2 year olds play space and in the 2-5 years 	28.3

ACCOMMODATION SCHEDULE IN DETAIL CHILDCARE CENTRE 1 (NORTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				old play space	
PLAYGROUND AND EXTERNAL WORK TOTAL					516.6
CHILDCARE CENTRE 1 (NORTH) TOTAL EXTERNAL AREA					516.6
CHILDCARE CENTRE 1 (NORTH) TOTAL COMBINED FLOOR AREA					1320.8



ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)*

(all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)

ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
ENTRY					
Lobby	E01(B)		<ul style="list-style-type: none"> Signage Sign-in desk Notice board Parent pigeon holes 	<ul style="list-style-type: none"> Consider public/childcare threshold (child locking gates) Video intercom system with camera to main entry, accessible from multiple interior locations Parent pockets/ pigeon holes for parent notices Clear legible way finding and signage 	27.2
Pram Storage	E02(B)		<ul style="list-style-type: none"> Pram parking and store Number of prams TBC 	<ul style="list-style-type: none"> Consider relationship with Lobby 	18.0
ENTRY TOTAL					
ADMINISTRATION					
Reception	A01(B)		<ul style="list-style-type: none"> Workstation (three minimum) Shelving and archive/document storage Safe 	<ul style="list-style-type: none"> Connect to lobby Passive surveillance to lobby Air conditioned Telephone, GPO and data ports or Wi-Fi 	9.8
Meeting Room	A02(B)		<ul style="list-style-type: none"> Meeting table Seating 	<ul style="list-style-type: none"> Close proximity to lobby Acoustic isolation Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	7.2

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Administration (office)	A03(B)		<ul style="list-style-type: none"> Workstations (four minimum) Shelving and archive/ document storage Safe 	<ul style="list-style-type: none"> Acoustic isolation Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	13.6
Program Room	A04(B)		<ul style="list-style-type: none"> Workstations (four minimum) Shelving and archive/ document storage Safe 	<ul style="list-style-type: none"> Acoustic isolation Air conditioned Located away from children's playrooms GPO and data ports or Wi-Fi 	9.0
Staff Room	A05(B)		<ul style="list-style-type: none"> Lounge area Table and chairs Seating Kitchenette Lockers (childcare and kitchen staff, number required dependent on number of staff) Store 	<ul style="list-style-type: none"> Inaccessible to children Kitchenette with sink, full size refrigerator, cupboards, food storage, tea/coffee making facilities, microwave, dishwasher, instantaneous hot water boiling unit Air conditioned Located away from children's playrooms Telephone, GPO and data ports or Wi-Fi 	34.0
Staff WC	A06(B)		<ul style="list-style-type: none"> Number of staff toilets required TBC 	<ul style="list-style-type: none"> Close to Staff Room or Office Meet statutory regulations for accessibility Inaccessible to children Air conditioned/ mechanical ventilation 	14.0

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Accessible WC/Shower	A07(B)		<ul style="list-style-type: none"> • Accessible toilet and shower • Nappy change 	<ul style="list-style-type: none"> • Close to Staff Room or Office • Meet statutory regulations for accessibility • Inaccessible to children • Air conditioned/ mechanical ventilation 	7.8
Manager	A08(A)		<ul style="list-style-type: none"> • Workstation • Shelving • Small meeting table (to accommodate 3 chairs) 	<ul style="list-style-type: none"> • Acoustic isolation • Air conditioned • Located away from children's playrooms • Telephone, GPO and data ports or Wi-Fi 	7.8
ADMINISTRATION TOTAL					103.2
BACK OF HOUSE					
General Storage	B01(B)		<ul style="list-style-type: none"> • Shelves 	<ul style="list-style-type: none"> • Self-closing child proof door to prevent unsupervised entry by children • Storage for general items 	22.2
Temporary Storage	B02(B)		<ul style="list-style-type: none"> • Store • Short term garbage and recycling hold • Shelving for storage • Tap for wash down 	<ul style="list-style-type: none"> • Inaccessible to children • Allow for adequate bins (benchmark similar sized facilities) • Vermin-proofing (eg hobs) • Appropriate exhaust system for the temporary garbage hold 	13.1
Hazchem Storage	B03(B)		<ul style="list-style-type: none"> • Shelves 	<ul style="list-style-type: none"> • Self-closing child proof door to prevent unsupervised entry by children • Storage for hazardous and chemical items 	9.8

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Laundry	B04(B)		<ul style="list-style-type: none"> Commercial washer / dryer stacker Shelves Linen store Sink for toy wash Sluice 	<ul style="list-style-type: none"> Ventilation to Code requirements Self-closing child proof door to prevent unsupervised entry by children Storage for clean and soiled linen Sluice (similar to a cleaners sink/ tub), waste outlet connected to the sewage system. 	8.6
Cleaners Room	B06(B)		<ul style="list-style-type: none"> Cleaners cupboard including safe storage for chemicals Cleaners sink 	<ul style="list-style-type: none"> Inaccessible to children Ventilation to Code requirements Signage 	6.9

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Kitchen	B07(B)		<ul style="list-style-type: none"> Commercial kitchen space to include: <ul style="list-style-type: none"> fridge x2 freezer x 1 sinks commercial dishwasher cooktop, 6 burner oven, fan forced microwave oven Hot and cold food preparation areas, bench space, servery - all stainless steel commercial grade Dedicated hand basin where required Recycling and rubbish disposal facilities First aid lockable cupboard Delivery store space Food trolley storage 	<ul style="list-style-type: none"> Contained area Connection to dining areas Self-closing child proof door to prevent unsupervised entry by children Preparation of food onsite, as per the requirements of Long Day Care Mechanical Ventilation and exhaust Advise on options for air conditioning Explore/ confirm if grease trap is required Provide suitable amount of sinks per food safety standards (e.g. 1 x food prep, 1 x hand wash, 1 x dish wash) Instantaneous hot water boiling unit Deliveries via main entry Food trolley to be used for delivery of meals to dining areas that are not directly adjacent to kitchen. Number TBA. Visual connection to at least one of the play areas Consider some or all areas to be universally accessible Confirm if pass through dishwasher is required 	32.0
Pantry	B08(B)		<ul style="list-style-type: none"> Fixed shelving units, preferably stainless steel Optional location for kitchen fridge and freezer, and food trolley storage 	<ul style="list-style-type: none"> Direct connected with kitchen Could be combined into Kitchen if functionally more efficient. 	16.1

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
BACK OF HOUSE TOTAL					108.7
CHILDREN'S INDOOR PLAY AREA					

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Play Rooms	C01(B)		<ul style="list-style-type: none"> • Activity zones • Display space • Bottle prep. sink and bench (if no dedicated room is provided) • Craft prep. sink and bench • Store and joinery (toys, resources, etc.) • Dining Area (wet weather) 	<ul style="list-style-type: none"> • Allow for 3.25m2 of unencumbered indoor space per child • Separate play areas for babies (0-2 yrs), toddlers (2-3 yrs) and older children (3-5 yrs) • Variety of activity zones including wet/ dry play, art and craft, reading, quiet bay/ retreat, manipulative and fantasy play, music area • Activity zones to accommodate clusters of several children and educator • Activity zones to accommodate teaching material, displays, and play/ work surfaces • Good cross visibility between activity zones • Connection to children's bathroom, nappy change rooms and cot room • Connection to outdoor play • Natural light • Imaginative design and material for display space to minimise clutter. • Several telephone, GPO's, data ports and intercom inaccessible to children • School readiness space (computer, music equipment etc.) • Resilient flooring only • Air conditioned • Craft prep area must include sink, prep space and lockable cupboards for craft materials and be located within each playroom 	281.6

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				<ul style="list-style-type: none"> Each indoor playroom must have access to its own indoor store room (minimum of 10 m2 per store room). Fitted out with adjustable shelving Allow for a space within walk-in store rooms that are located off the 2-5 years old playrooms, for storage of stackable stretcher beds (dimension of each stretcher bed: 1300mm long x 580mm wide x 120mm high) 	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Cot Rooms	C02(B)		<ul style="list-style-type: none"> Accommodate max. no. of cots in available space Lockable cupboards Linen Store 	<ul style="list-style-type: none"> Safe and secure environment Acoustic isolation Sound monitors Good cross visibility Connection to indoor play Carpet Flooring Air conditioned A tinted observation window to be included to allow for visibility into cot rooms from playrooms Cot rooms to be located off the playrooms that cater to the under two year olds and allow for enough space for a cot for each under two year old. Floor space required for each cot is 111cm (43") long by 69cm (27") wide Light control/ black-out blinds Several GPOs 	67.3
Nappy Change/WC	C03(B)		<ul style="list-style-type: none"> Age appropriate children's toilets, hand washing and bathing facilities Nappy change bench with inset baby bath/ tub and nappy change steps under bench Separate hand washing area for staff Sink for toy wash Lockers for children (under 2) in nappy change area Nappy storage Contaminated waste disposal 	<ul style="list-style-type: none"> Hard wearing non slip floor surfaces Connection to and visible from playrooms Consider sharing between playrooms of similar age groups to maximise planning efficiency. Meet statutory regulations for accessibility Ventilation In nappy change areas which are linked to the 2-3 years old playrooms, bathing facilities suitable for 2-5 years old (small shower, square bath) must be provided 	44.0

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Nappy Change / WC	C04(B)		<ul style="list-style-type: none"> Shelves Sink for toy wash First aid lockable cupboard 	<ul style="list-style-type: none"> Provide in-built baby bath for under 2's All rooms to have with visual connection to outdoor play area Approximately half of the rooms should have direct access to outdoor play area 	35.3
				<ul style="list-style-type: none"> Storage for beds, small furniture, equipment, toys, books, etc Inaccessible to children Connection to indoor/ outdoor play Ideally shelves 500mm deep Consider wall mounted hooks for awkward sized items on wall opposite shelving Each indoor playroom must have access to its own/shared indoor store room (approximately 10 m2 per store room). Fitted out with adjustable shelving Allow for a space within walk-in store rooms that are located off the 3-5 years old playrooms, for storage of stackable stretcher beds (dimension of each stretcher bed: 1300mm long x 580mm wide x 120mm high) 	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
CHILDREN'S INDOOR PLAY AREA TOTAL					428.2
EGRESS & CIRCULATION					
Fire Corridor Safe Haven	G03(B)		<ul style="list-style-type: none"> Egress conditions to ensure compliance with relevant standards Safe haven and fire stair egress to ensure compliance with City of Sydney DCP 	<ul style="list-style-type: none"> Ensure provision of adequate emergency exits 	49.8
General Circulation Corridors	G01(B)		<ul style="list-style-type: none"> Proposed circulation conditions to meet relevant standards 	<ul style="list-style-type: none"> Clear delineation and logic to circulation between different areas whilst maintaining flexibility of spaces Economic use of space Additionally to main entry consider entry point for services / BOH 	36.1
Accessibility	G02(B)			<ul style="list-style-type: none"> Accessibility upgrade throughout building and adjacent public domain areas Universal access, ensure dignity of all users Coordinate with SSHS Public Domain and Coordination Plan Wayfinding - note public toilets nearby 	N/A
EGRESS & CIRCULATION TOTAL					85.9
PLANT AND EQUIPMENT					

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Electrical and Comms Room	PE01		<ul style="list-style-type: none"> Main switch board Electrical Meter Telecommunications equipment and rack 	<ul style="list-style-type: none"> Air conditioned/mechanically ventilated as required 	10 - 15
Hydrant and Sprinkler Pump Room (part of base building)	PE02		<ul style="list-style-type: none"> Fire sprinkler booster pump Fire hydrant booster pump 	<ul style="list-style-type: none"> To be coordinated with other uses in the development, as there may be a development-wide approach to consolidate pump rooms into one location 	N/A (Included in base building allowance)
Plant Room	PE03		<ul style="list-style-type: none"> Air conditioning plant and equipment Hot water storage Rain water pump (if not located near water tank) Cold water supply pump Irrigation control 	<ul style="list-style-type: none"> Acoustic isolation Ventilation May be shared with other uses within the Development 	TO BE FURTHER TESTED
PLANT AND EQUIPMENT TOTAL					10-15 Excluding Plant Room
SERVICES					
Security	S01		<ul style="list-style-type: none"> Swipe card access/CCTV 	<ul style="list-style-type: none"> Safe and secure environment Ensure security of all areas and building access Maintain privacy for children/users Video intercom system with camera to main entry, accessible from multiple interior locations (reception, admin, kitchen, all playrooms) No CCTV to playrooms required Swipe card access to main entry, 	N/A

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Electrical + Lighting	S02		<ul style="list-style-type: none"> Fitout requirements to be included in electrical and communications plant spaces allocated Data connections TV connection GPO's 	staff entry and safe haven (back to base)	N/A (included in PE01 electrical and comms cupboards)
Fire	S03		<ul style="list-style-type: none"> Smoke and thermal detectors, fire hydrant cover Sprinklers throughout the building 	<ul style="list-style-type: none"> New electrical services and lighting to suit new design and meet environmental targets Energy efficient fittings throughout Secured Wi-Fi to centre Data points at key locations Provide GPO's throughout inaccessible to children Systems to suit purpose 	N/A
Mechanical Services	S04		<ul style="list-style-type: none"> Heating and Cooling 	<ul style="list-style-type: none"> Systems to suit purpose, ESD and acoustic targets Air conditioning system for providing heating and cooling specifically to cot rooms, indoor play rooms, staff rooms and offices 	N/A (Included in PE03)
Water Supply Plumbing	S05		<ul style="list-style-type: none"> Water supply pipes 	<ul style="list-style-type: none"> Copper pipes Thermostatic valves to be installed to ensure water that is accessible to children is regulated 	N/A

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
PLAYGROUND AND EXTERNAL WORK					
				CHILDCARE CENTRE 1 (SOUTH) TOTAL INTERNAL AREA (Excluding Plant and Equipment)	771.3

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Outdoor Play	P01(B)		<ul style="list-style-type: none"> Natural features Play equipment Sandpit and sand cover Planting beds Activity wall Raised platform Shade and shelter Bubblers Softfall Fencing Lighting Storage Craft sink and bench Wet play area Digging patches (with non-toxic soil) in addition to the sandpit Vegetable patch Mud kitchens – for use by children – can be located close to the digging patch where children can access non-toxic soil Decked areas where dramatic play areas can be set up 	<ul style="list-style-type: none"> Allow for minimum of 7m2 of unencumbered outdoor space per child The outdoor space must provide for opportunities where children can engage in sensory play (i.e. include water play areas, sand play areas, mud kitchens and digging patches. Include vegetable and herb gardens and an area for composting and worm farms) Must also allow for different types of play to take place, ie activity zones include wet/ dry play, garden, art and craft, quiet bay/ retreat, manipulative and dramatic play areas Connection to indoor play and children's bathroom and nappy change room Good cross visibility between play areas and into children's bathrooms from the outdoor/ verandah area To cater for 0-5 years with separated and secure play areas for under 2's and 3-5's children, but also allow for older and younger siblings to be able to interact with one another Attention to be given to perimeter fence/ screen design including access, lighting, security, visual surveillance, privacy, syringes, etc. Allow for play exploration, different 	488.8

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
				playscapes, multiple natural textures and elements such as sand, soil, grass, rocks, etc. <ul style="list-style-type: none"> To be a stimulating, interesting and interactive play area Consider a variety of levels to create informal performance spaces (ie raised decked areas) If there is a need to provide steps for children to walk down to access the outdoor play area then steps should be wide amphitheatre/bleacher style steps to allow for informal play. Provide tap(s)/ water pumps for water use in the digging patch and vegetable garden and sand pit – to be connected to mains and not water tanks (suitable for child use) Bubblers and taps for drinking water and located in an area which is easily accessed by children 	

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
Verandahs	P01(B)		<ul style="list-style-type: none"> Storage Retractable/ operable shade (optional) Fans (optional) 	<ul style="list-style-type: none"> Consider opportunity for semi outdoor dining (alfresco) Connection to indoor play and children's bathroom and nappy change room Good cross visibility between play areas and into children's bathrooms from the outdoor/ verandah area Large verandah areas to provide suitable space for arts and crafts and play area when raining and provide a good connection between the indoor area and outdoor play area. Several outdoor GPOs 	N/A
External Storage	P02(B)		<ul style="list-style-type: none"> Sink for toy wash Shelves First aid lockable cupboard 	<ul style="list-style-type: none"> Outdoor storerooms must be a minimum of 12m2 and have heavy duty adjustable shelving Storage for climbing equipment, outdoor equipment, garden equipment, furniture, play equipment, garden equipment, toys, books, etc.) Allow for an area within the outdoor store room to store long jumping boards, ladders and walk boards inaccessible to children Connection to indoor/ outdoor play An outdoor store room will be required in the under 2 year olds play space and in the 2-5 years old play space 	28.4

ACCOMMODATION SCHEDULE SUMMARY CHILDCARE CENTRE 2 (SOUTH)* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with childcare and all other applicable regulations and guidelines)					
ACTIVITY AREA	REF	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (m2)
CHILDREN'S OUTDOOR PLAY AREA TOTAL					517.2
CHILDCARE CENTRE 2 (SOUTH) TOTAL EXTERNAL AREA					517.2
CHILDCARE CENTRE 2 (SOUTH) TOTAL COMBINED FLOOR AREA					1288.5
GRAND TOTAL COMBINED AREA OF CHILDCARE CENTRE 1 & CHILDCARE CENTRE 2					2609.3

Community Meeting Facility Accommodation Schedule

ACCOMMODATION SCHEDULE SUMMARY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with child care and all other applicable regulations and guidelines) This document to be read in conjunction with the document 505 George Street Public Benefit Space – Engineering Services Performance Brief (August 2014)		SUB TOTAL AREA (m2) (APPROX)	TOTAL AREA (m2)
ENTRY (PUBLIC ACCESS – SHARED WITH RETAIL)		TO BE TESTED	
MEETING ROOM FACILITIES (MR) Ante Space (MR01) Meeting Space (MR02) Kitchen/Store (MR03) Toilet Facilities (PBL02)		48m ² 133m ² 46m ² 23m ²	250 internal Plus external
AMENITIES AND CIRCULATION (PUBLIC BENEFIT LEVEL) Shared Lobby space between Childcare Meeting Room Facilities (PBL01) Toilet Facilities (PBL02) Covered Outdoor Terrace (PBL03)		TO BE TESTED	TO BE TESTED
BACK OF HOUSE (SHARED GARBAGE AND LOADING)		TO BE TESTED	TO BE TESTED

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
ENTRY (PUBLIC ACCESS – SHARED WITH RETAIL)					
Entry	E01	Council Staff Public (OOH Access Controlled) General Public	<ul style="list-style-type: none"> Welcoming entry point Signage as required. Out-of normal retail trading hours secure access. 	<ul style="list-style-type: none"> Provide ease of access for all users. Clear and articulated entry point that identifies itself through the architecture. Accessibility to comply with applicable regulations and guidelines. Lighting to comply with VPA requirements and AS1158. 	N/A
AMENITIES AND CIRCULATION (PUBLIC BENEFIT LEVEL)					
Shared Lobby	PBL01	Council Staff Childcare Staff Public (OOH Access controlled) Parents and Children	<ul style="list-style-type: none"> Signage (Wayfinding and Statutory) as required. Security System. Access Control to Meeting Room Facilities and Childcare. CCTV. General Lighting. Exit and emergency lighting. EWIS + Fire Detection. Hydrants + Hose Reels. HVAC. 	<ul style="list-style-type: none"> Primarily used for circulation only. For clear way finding the path from the lifts to the meeting facilities should be in an opposite direction to the childcare. Comprehensive signage will be provided for the meeting space (e.g. Identification, Wayfinding, Directional, Operational, Interpretation, Plaques) from the entry through the circulation core and within the community meeting space. 	TO BE TESTED

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
Toilet Facilities	PBL02	Council Staff Public (Access controlled)	<ul style="list-style-type: none"> Toilet facilities to service meeting space in accordance with the BCA. Signage (Way finding and Statutory) as required. General Lighting. Exit and emergency lighting. EWIS + Fire Detection. Hydrants + Hose Reels coverage. Ventilation. Wall mounted Baby change station. 	<ul style="list-style-type: none"> Accessed from common corridor. Toilet facilities should be designed in accordance with the capacity of the meeting space. Access to the toilet facility should be possible without accessing the meeting room. 	TO BE TESTED
Covered Outdoor Terrace	PBL03	Council Staff	<ul style="list-style-type: none"> Covered break-out space. Paving. Balustrading. General Lighting. 	<ul style="list-style-type: none"> Future terrace is subject to detailed design. Area / dimensions of terrace will be subject to change once detailed design for overall development is undertaken. 	TO BE TESTED
MEETING ROOM FACILITIES (MR)					
Ante Space	MR01	Council Staff Public (Restricted)	<ul style="list-style-type: none"> Glass wall and/or door fronted onto common Hallway. Access control. General Lighting and shade control. Exit and emergency lighting. EWIS + Fire Detection. Hydrants + Hose Reels coverage. HVAC. 	<ul style="list-style-type: none"> Access via shared lifts from Kent Street. Where possible the room will have access to natural light. Ideally the ante space should be one third the floor area of the meeting space. Access to the Covered Outdoor Terrace capable directly from the Ante Space. 	48m ²

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
Meeting Space	MR02	Council Staff Public (Access Controlled)	<ul style="list-style-type: none"> Lighting, Power, Hearing Loop MATV/PAYTV (Shared as part of Commercial Stratum) AV equipment. Dedicated IDF served by central MDF. Acoustic treatment to walls. Separated from Ante-space. CCTV (monitored by the City of Sydney) Access to recycling and rubbish disposal facilities (in basement). Security System to be linked to the City of Sydney's network. Access Control to be linked to the City of Sydney's network. General Lighting and shade control including black-out blinds. Exit and emergency lighting. EWIS + Fire Detection. Hydrants + Hose Reel coverage. HVAC. 3 Phase Power should be available (40A x 4) 	<ul style="list-style-type: none"> Access via Ante-space through solid doors. Extra High floor to ceiling height. (actual height to be tested and confirmed) Where possible the room will have access to natural light. Acoustic treatment to accommodate meetings. Access control to be tested eg keypad. Coordinate with City's security team. Meeting space should be capable of being divided. Consideration should be given to access and servicing of these spaces without compromising the usability of the other space. Moveable walls to be acoustically treated. Unsub-divided meeting space should be capable of supporting two focal points. Meeting space to be preferably connected to the ante space with removable walls. Access to the Covered Outdoor Terrace capable directly from the Meeting Room. Consideration should be made as to the storage of removable walls. 	133m ²

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
Kitchenette/ Store	MR03	Council Staff Public (Access Controlled) Caterers	<ul style="list-style-type: none"> Benches Food arrangement area with microwave, toaster and double sink. Cupboards, including under bench storage. Servery bench space. Dry food storage. Chemical storage which will be separate from food storage areas. Space for bins. Space for under bench refrigeration. Minimal wash-up. Lighting and power. Store room to accommodate furniture storage (chairs, lecterns etc...) CCTV (monitored by the City of Sydney) Access to recycling and rubbish disposal facilities (in basement). Security System to be linked to the City of Sydney's network. Access Control to be linked to the City of Sydney's network General Lighting. Exit and emergency lighting. EWIS + Fire Detection. Hydrants + Hose Reel coverage. HVAC. 	<ul style="list-style-type: none"> The kitchen should have two entry points, one secure entry from the public corridor, the other from the meeting or ante space. Easily Cleanable and durable surfaces, fixtures and finishes. Food reheat facilities to accommodate caterers and minor food preparation. GPO's at bench height for kettles, microwaves, toasters etc. Amount and location to be tested and confirmed. Detailed kitchen design completed by head design consultant, commercial kitchen specialist, services Engineers in consultation with City of Sydney, internal stakeholders and external operators. Store room to accommodate chairs in stacks of 10, multiple folding 6' round tables and trestle tables in amounts consistent with the capacity of the meeting space (Except for chairs, where storage for 110% of capacity should be provided). Lockable area for AV equipment and communications rack. 	46m ²

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
BACK OF HOUSE (SHARED GARBAGE AND LOADING, BIKE PARKING)					
Back of House	N/A	Council Staff Caterers, Public (Access Controlled)	<ul style="list-style-type: none"> Council Staff Caterers, Public (Access Controlled) 	<ul style="list-style-type: none"> Loading bay to be shared with retail loading service bay provided in basement. Garbage room in basement shared with retail. Access controlled Bicycle parking in accordance with council DCP. 	TO BE --- TESTED
PLANT AND EQUIPMENT					
Electrical and Comms Room	PE01		<ul style="list-style-type: none"> Main switch board Electrical Meter Telecommunications equipment and rack 	<ul style="list-style-type: none"> Air conditioned/mechanically ventilated as required. 	10 - 15
Hydrant and Sprinkler Pump Room (part of base building)	PE02		<ul style="list-style-type: none"> Fire sprinkler booster pump Fire hydrant booster pump 	<ul style="list-style-type: none"> To be coordinated with other uses in the development, as there may be a development-wide approach to consolidate pump rooms into one location 	N/A (Included in base building allowance)
Plant Room	PE03		<ul style="list-style-type: none"> Air conditioning plant and equipment Hot water storage Rain water pump (if not located near water tank) Cold water supply pump Irrigation control 	<ul style="list-style-type: none"> Acoustic isolation Ventilation May be shared with other uses within the Development 	TO BE FURTHER TESTED
PLANT AND EQUIPMENT TOTAL					10-15 Excluding Plant Room
SERVICES					

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
Security	S01		<ul style="list-style-type: none"> Swipe card access/CCTV Security system and access controls to be linked to the City of Sydney's network 	<ul style="list-style-type: none"> Safe and secure environment Ensure security of all areas and building access Video intercom system with camera to main entry, accessible from multiple interior locations 	N/A
Electrical + Lighting	S02		<ul style="list-style-type: none"> Fitout requirements to be included in electrical and communications plant spaces allocated 3 Phase Power should be available (40A x 4) Data connections TV connection GPO's 	<ul style="list-style-type: none"> New electrical services and lighting to suit new design and meet environmental targets Energy efficient fittings throughout Secured Wi-Fi to centre Data points at key locations 	N/A (included in PE01 electrical and comms cupboards)
Fire	S03		<ul style="list-style-type: none"> Smoke and thermal detectors, fire hydrant cover Sprinklers throughout the building 	<ul style="list-style-type: none"> Systems to suit purpose In accordance with BCA 	N/A
Mechanical Services	S04		<ul style="list-style-type: none"> Heating and Cooling 	<ul style="list-style-type: none"> Systems to suit purpose, ESD and acoustic targets 	N/A (Included in PE03)
Water Supply Plumbing	S05		<ul style="list-style-type: none"> Water supply pipes 	<ul style="list-style-type: none"> Copper pipes 	N/A
GRAND TOTAL AREA OF COMMUNITY MEETING FACILITY					250 Excluding Plant and

ACCOMMODATION SCHEDULE IN DETAIL COMMUNITY MEETING FACILITY* (all areas to be reviewed, tested and confirmed during design; spatial requirements to comply with applicable regulations and guidelines)					
ACTIVITY AREA	CODE	USER GROUP	COMPONENT DETAILS	FUNCTIONAL RELATIONSHIPS + DESIGN ISSUES	AREA (M2)
Equipment					

Appendix C

Base Building vs Fitout Allowances

Childcare Facilities

ATTACHMENT D

ITEM	DESCRIPTION	BASE BUILDING ALLOWANCE (CPG AND MIRVAC WORKS)	FITOUT ALLOWANCE (CITY OF SYDNEY WORKS)
Mechanical			
2.2.1	Air Conditioning	Full air conditioning system to base building plan.	Nil
2.2.2	Ventilation	Ventilation to comply with BCA to base building/ shared core service areas.	Nil.
2.2.3	Kitchen Exhaust	Kitchen exhaust capped off to the Childcare Facilities.	Nil
2.2.4	General Exhaust	General exhausts capped off to the Childcare Facilities.	Nil
Electrical			
3.2.1	Substation	All Substation design and establishment costs.	Nil
3.2.2	Electricity Supply	All Electrical Supplies to the building and specific stratum.	Nil
3.2.3	Consumer Mains	All Consumer Mains to the building and specific stratum.	Nil
3.2.4	Main Switch Boards	All Main Switch Boards to the building and specific stratum.	Nil
3.2.5	Distribution Boards	All Distribution Boards to the building and specific stratum.	Nil
3.2.6	Subcircuit Cabling	All Subcircuit cabling to the building and specific stratum core/base building areas only.	Nil
3.2.7	Earthing	All Earthing to the building and specific stratum.	Nil
3.2.8	Metering	All Metering to the building and specific stratum including provisions for metering the Childcare Facilities.	Summation of metering and/or augmentation of the metering to suit the specific Childcare Facilities fitout. This includes additional meters and liaison with the relevant supply Authority/electricity retailer.
3.2.9	General Lighting	General Lighting to comply with BCA/Section J.	Additional general and specialist lighting to suit the specific Childcare Facilities fitout.
3.2.10	Exit & Emergency Lighting	Exit and Emergency Lighting to comply with BCA.	Nil
3.2.11	Telecommunications	Floor Distributor/IDF at respective Public Benefit Space core areas. Telecommunications infrastructure/structured cabling	Extension of fitout telecommunications infrastructure/structured cabling systems to the respective Public Benefit Space Floor. Active IT Equipment

	systems to the respective Public Benefit Space Floor Distributors/IDF's.	
3.2.12	MATV/PAYTV MATV/PAYTV splitters at respective Public Benefit Space core area Floor Distributor/IDF locations.	Extension of fitout MATV/PAYTV systems to the respective Public Benefit Space Floor Distributors/IDF's.
3.2.13	Security Access Control to the Public Benefit Space. CCTV to the entries/exits of the Public Benefit Space.	Additional Access Control within the Child Care Facilities to suit the fitout. Additional CCTV within the Childcare Facilities to suit the fitout. Intruder Detection within the Childcare Facilities to suit the fitout.
3.3	Surge Protection at the Main Switch Board.	Additional Surge Protection that may be necessary for specific equipment within the Childcare Facilities.
3.4	Public Domain Lighting to facilitate safe and secure entry/exit to the Public Benefit Space to comply with Code requirements.	Additional Public Domain Lighting that may be necessary for the specific Public Benefit Space fitout.
AV		
4.2	AV System (Only to Community Meeting Facilities)	• Nil.
Fire		
5.2.2	Automatic Fire Detection Systems	The Automatic Fire Detection Systems shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.
5.2.3	Automatic Fire Suppression Systems	The Automatic Fire Suppression Systems shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.
5.2.4	Fire Extinguishers	The Fire Extinguishers shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.

Hydraulics		
6.3.1	Sewer Drainage & Sanitary Plumbing	Sewer Drainage & Sanitary Plumbing installed in the base building core/common areas associated with the Public Benefit Space including access for drainage.
6.3.2	Stormwater Drainage & Downpipes	Stormwater Drainage & Downpipes installed in the base building core/common areas associated with the Public Benefit Space.
6.3.3	Cold Water Service	Cold Water Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.
6.3.4	Domestic Hot Water Service	Domestic Hot Water Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.
6.3.5	Fire Hydrant Service	Fire Hydrant Service installed in the base building core/common areas associated with the Public Benefit Space.
6.3.6	Fire Hose Reel System	Fire Hose Reel System installed in the base building core/common areas associated with the Public Benefit Space.
6.3.7	Gas Service	Gas Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.
6.3.8	Sanitary Fixtures, Faucets and General Equipment	Sanitary Fixtures, Faucets and General Equipment installed in the base building core/common areas associated with the Public Benefit Space including access for drainage.
Lifts		
7.2	Lift Services	Shared lifts with the retail spaces.

*The specific acoustic requirements for this space will be addressed in the Stage 2 Detailed Development Application

Appendix D

Base Building vs Fitout Allowances

Community Meeting Facility

ATTACHMENT D

ITEM	DESCRIPTION	BASE BUILDING ALLOWANCE (CPG AND MIRVAC WORKS)	FITOUT ALLOWANCE (CITY OF SYDNEY WORKS)
Mechanical			
2.2.1	Air Conditioning	Full air conditioning system to base building plan.	Nil
2.2.2	Ventilation	Ventilation to comply with BCA to base building/ shared core service areas.	Nil
2.2.3	Kitchen Exhaust	Kitchen exhaust capped off to the Community Meeting Room Facilities.	Nil
2.2.4	General Exhaust	General exhausts capped off to the Community Meeting Room Facilities.	Nil
Electrical			
3.2.1	Substation	All Substation design and establishment costs.	Nil
3.2.2	Electricity Supply	All Electrical Supplies to the building and specific stratum.	Nil
3.2.3	Consumer Mains	All Consumer Mains to the building and specific stratum.	Nil
3.2.4	Main Switch Boards	All Main Switch Boards to the building and specific stratum.	Nil
3.2.5	Distribution Boards	All Distribution Boards to the building and specific stratum.	Nil
3.2.6	Subcircuit Cabling	All Subcircuit cabling to the building and specific stratum core/base building areas only.	Nil
3.2.7	Earthing	All Earthing to the building and specific stratum.	Nil
3.2.8	Metering	All Metering to the building and specific stratum including provisions for metering the Community Meeting Room.	Summation of metering and/or augmentation of the metering to suit the specific Community Meeting Room Facility fitout. This includes additional meters and liaison with the relevant supply authority/electricity retailer.
3.2.9	General Lighting	General Lighting to comply with BCA/Section J.	Additional general and specialist lighting to suit the specific Community Meeting Room Facility fitout.
3.2.10	Exit & Emergency Lighting	Exit and Emergency Lighting to comply with BCA.	Exit and Emergency Lighting to suit the specific Community Meeting Room Facility fitout.

<p>3.2.11 Telecommunications</p> <p>Floor Distributor/IDF at respective Public Benefit Space core areas.</p> <p>Telecommunications infrastructure/structured cabling systems to the respective Public Benefit Space Floor Distributors/IDF's.</p>	<p>Active IT Equipment</p> <p>Extension of fitout MATV/PAYTV systems to the respective Public Benefit Space Floor Distributors/IDF's.</p> <p>Additional Access Control within the Community Meeting Room Facility to suit the fitout.</p> <p>Additional CCTV within the Community Meeting Room Facility to suit the fitout.</p> <p>Intruder Detection within the Community Meeting Room Facility to suit the fitout.</p> <p>Additional Surge Protection that may be necessary for specific equipment within the Community Meeting Room Facility.</p> <p>Additional Public Domain Lighting that may be necessary for the specific Public Benefit Space fitout.</p>
<p>3.2.12 MATV/PAYTV</p>	<p>Splitters at respective Public Benefit Space core area Floor Distributor/IDF locations.</p>
<p>3.2.13 Security</p>	<p>Access Control to the Public Benefit Space.</p> <p>CCTV to the entries/exits of the Public Benefit Space.</p>
<p>3.3 Surge Protection</p>	<p>Surge Protection at the Main Switch Board.</p>
<p>3.4 Public Lighting</p>	<p>Public Domain Lighting to facilitate safe and secure entry/exit to the Public Benefit Space to comply with Council requirements.</p>
<p>AV</p>	
<p>4.2 AV System (Only Community Meeting Facilities)</p> <p>The following items have been allowed for in the base building works (subject to final agreement):</p> <ul style="list-style-type: none"> • Tie lines; • Flat panel displays; • Ceiling loudspeakers; • Connection plates; and • Hearing Augmentation Systems. 	<ul style="list-style-type: none"> • Provision of sound systems for performance; • Provision of recording systems including recording servers, microphones and associated loose cabling necessary for the recording of student performances; • Provision of head end equipment such as DVD players, Resident PCs for use with the display system; and • Mixing and post production equipment and software.
<p>Fire</p>	
<p>5.2.2 Automatic Fire Detection Systems</p>	<p>The Automatic Fire Detection Systems shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.</p> <p>Additional provisions to comply with fitout occupancy requirements.</p>

5.2.3 Automatic Suppression Systems	Fire	The Automatic Fire Suppression Systems shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.	Additional provisions to comply with fitout occupancy requirements.
5.2.4	Fire Extinguishers	The Fire Extinguishers shall be installed in the base building works to comply with BCA/Fire Engineering Solution requirements to achieve Occupation Certification.	Additional provisions to comply with fitout occupancy requirements.
Hydraulics			
6.3.1	Sewer Drainage & Sanitary Plumbing	Sewer Drainage & Sanitary Plumbing installed in the base building core/common areas associated with the Public Benefit Space including access for drainage.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.
6.3.2	Stormwater Drainage & Downpipes	Stormwater Drainage & Downpipes installed in the base building core/common areas associated with the Public Benefit Space.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.
6.3.3	Cold Water Service	Cold Water Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.
6.3.4	Domestic Hot Water Service	Domestic Hot Water Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.
6.3.5	Fire Hydrant Service	Fire Hydrant Service installed in the base building core/common areas associated with the Public Benefit Space.	Additional provisions to comply with fitout occupancy coverage requirements.
6.3.6	Fire Hose Reel System	Fire Hose Reel System installed in the base building core/common areas associated with the Public Benefit Space.	Additional provisions to comply with fitout occupancy coverage requirements.
6.3.7	Gas Service	Gas Service installed in the base building core/common areas associated with the Public Benefit Space including independent metering.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.
6.3.8	Sanitary Fixtures, Faucets and General Equipment	Sanitary Fixtures, Faucets and General Equipment installed in the base building core/common areas associated with the Public Benefit Space including access for drainage.	Additional provisions that may be necessary for the specific Community Meeting Room Facility fitout.

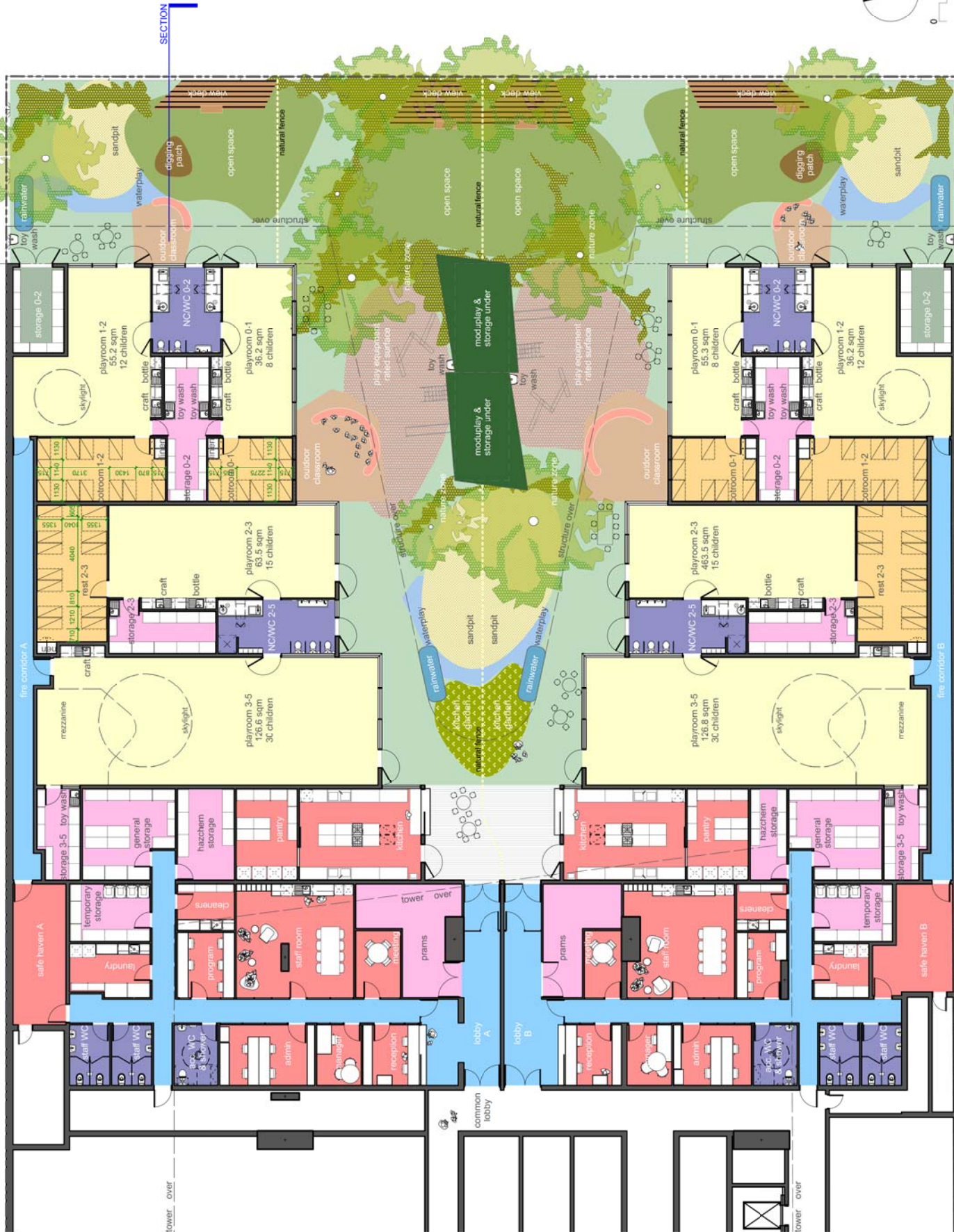
Lifts	
7.2	Lift Services Shared lifts with the retail spaces. Nil

***The specific acoustic requirements for this space will be addressed in the Stage 2 Detailed Development Application**

Schedule 5 – Indicative Concept Plans (clause 1.1)



Public Benefit Space - Childcare Facilities



Preliminary and Indicative. Subject to Detailed Design.

Schedule 6 – Deed of Novation

DEED OF NOVATION

THIS DEED OF NOVATION is made on _____ between the following parties:

1. [insert] (ACN [insert]) of [insert] Sydney, New South Wales (“**Outgoing Party**”), and
2. **The Council of the City of Sydney** of 456 Kent Street, Sydney, New South Wales (“**Council**”), and
3. [Insert Name, ACN and address] (“**Incoming Party**”).

BACKGROUND

- A. The Council and the Outgoing Party are parties to the VPA.
- B. The VPA relates to the whole of the Land.
- C. The Outgoing Party wishes to transfer the Land to the Incoming Party.
- D. The Incoming Party agrees to perform the obligations and seeks to obtain the benefits of the Outgoing Party under the Voluntary Agreement.
- E. The Outgoing Party and the Incoming Party have agreed to enter into this Deed of Novation, in accordance with clause 18.2 of the Voluntary Agreement, at the request of the Council.

1 Definitions and Interpretation

Voluntary Agreement (‘VPA’) is the Agreement – 505 George Street entered into between the Council and the Outgoing Party.

1.1 Definitions

Words and expressions defined in the VPA have the same meaning in this Deed.

1.2 Headings

Headings do not affect the interpretation of this document.

2 Performance of Obligations

2.1 On and from the date of this Deed, the Incoming Party:

- (a) is substituted for the Outgoing Party as a party to the VPA and acknowledges itself to be bound by the provisions of the VPA, as if the Incoming Party had originally been named as the Outgoing Party in that VPA;
- (b) (without limiting the preceding paragraph (a)) must punctually carry out and perform all other obligations of the Outgoing Party under the VPA which are not performed at the date of this Deed; and
- (c) The Incoming Party will be:
 - (i) entitled to the benefit of the VPA; and
 - (ii) entitled to enforce the VPA against Council,

as if the Incoming Party had originally been named as the Outgoing Party in that VPA.

- (d) The Council must address all notices and communications to be given or made by it to the Incoming Party under the VPA to the following address:

Incoming Party:

[Insert Incoming Party address]

3 PERFORMANCE AFFECTED BY NOVATION

3.1 Performance by Outgoing Party

The Outgoing Party:

- (a) (subject to clause 3.3 of this Deed) releases and discharges Council from its obligations under the VPA and from all claims and demands in respect of the performance of and obligations under the VPA prior to the date of this Deed; and
- (b) warrants to the Council that it has properly performed its obligations under the VPA up to and including the date of this Deed, complying with all contractual requirements.

3.2 Performance by Incoming Party

The Incoming Party must perform all of the Land Owner's obligations under the VPA as if named as the Land Owner, whether or not the relevant obligations relate to works that were to be performed prior to the date of this Deed, including, but not limited to:

- (a) the delivery of all Public Benefits to Council; and
- (b) the provision of all Guarantees to Council.

3.3 Release by Council

- (a) Council releases and discharges the Outgoing Party from all of its obligations under the VPA and from all claims and demands in respect of the performance of and obligations under the VPA that arise; and
- (b) Council will release any Guarantee provided to Council by the Outgoing Party under the provisions of the VPA to the Outgoing Party (or as the Outgoing Party otherwise directs in writing) promptly and in any event within 14 days of the provision of the replacement Guarantee by the Incoming Party.

4 Governing Law

This deed is governed by the laws of New South Wales.

5 Further acts

Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

6 Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

EXECUTED as a Deed

CITY OF SYDNEY COUNCIL by its duly)
appointed attorney [insert] Power of Attorney)
registered number book in the presence)
of:)
)

Witness:

Attorney

Executed by [insert] in accordance with section)
127 of the Corporations Act)
)

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary

Name of Director

Executed by [INSERT INCOMING PARTY]
NAME AND ACN] in accordance with section)
127 of the Corporations Act:)
)

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary

Name of Director

DEED OF NOVATION

VOLUNTARY AGREEMENT

505 George Street

BETWEEN

THE COUNCIL OF THE CITY OF SYDNEY

AND

[INSERT]

AND

[INSERT INCOMING PARTY NAME]

The Council of the City of Sydney

Legal Services

Level 11, Town Hall House

456 Kent Street

SYDNEY NSW 2000

Ref:

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ATTACHMENT D

Voluntary Planning Agreement | page 50

SIGNED as an **AGREEMENT**

EXECUTED by
CFT No. 4 Pty Limited
ACN [128 223 656
in accordance with section 127 of the
Corporations Act 2001 (Cth)

Signature of director/secretary

Signature of director

Name of director/secretary

Name of director

Signed for **COUNCIL OF THE CITY OF SYDNEY** by its duly authorised officer, in the presence of:

(C) Signature of officer

(D) Signature of witness

(E) Name

(F) Name

456 Kent Street, Sydney NSW 2000

(G) Address of witness