
Schedule 1– Rules

These are the Rules at the Commencement Date. They may change under clause 22.

1. Rule 1: Contact point

- 1.1 The Tenant must tell the Manager the Tenant's contact address and telephone number for all emergencies. The Tenant must keep the Landlord up to date with any changes at all times.

2. Rule 2: Security

- 2.1 The Tenant must do the Tenant's best to keep the Premises safe and secure, and to protect them against theft and malicious damage. The security of the Premises is the Tenant's responsibility.
- 2.2 The Tenant must make sure all doors and openings are locked or shut securely whenever the Premises are unoccupied.
- 2.3 The Landlord may enter the Premises for any purposes concerning the security of the Premises.
- 2.4 The Landlord may exclude from the Building any person that the Landlord reasonably believes may constitute a security risk to the Building or persons or property in the Building.

3. Rule 3: Hours of opening and closing

- 3.1 The hours of the Building are specified in Item 17 of the Reference Schedule. If the Tenant seeks access to the Premises outside the hours of the Building specified in Item 17 of the Reference Schedule, the Tenant must comply with the Landlord's access and security requirements for the Building.
- 3.2 The Tenant must not open the Premises for business where the law prohibits this for the Tenant's type of business or premises.
- 3.3 The Landlord must not require the Tenant to open the Premises for business at times the law prohibits the Landlord from doing so.
- 3.4 The Landlord may close or lock any doors or openings forming part of the Building during the hours specified in Item 18 of the Reference Schedule.
- 3.5 The Landlord may close all or any part of the Building if the Landlord thinks it is necessary for the safety of the Building or any person in the Building (for example: bomb scare, riot).

4. Rule 4: Access and keys

- 4.1 The Tenant must comply with the Landlord's reasonable requirements regarding access to the Building.
- 4.2 The Landlord may give the Tenant keys or access devices to the Building at the Tenant's cost.
- 4.3 Any key or access device given to the Tenant must be kept in the Tenant's possession. The Tenant must not give keys or access devices to any person. In particular, the Tenant must not:
- (1) give keys accessing staff toilets to members of the general public; or
 - (2) give keys accessing the Building to any person who does not have their own key or access device.

- 4.4 The Tenant must not copy any key or access device.
- 4.5 If the Tenant misplaces a key or access device, the Tenant must promptly notify the Landlord and the Landlord may replace that device at the Tenant's cost.
- 4.6 When the Tenant's lease ends, the Tenant must return all keys and access devices to the Landlord.
- 5. Rule 5: Building name**
- 5.1 The Landlord reserves the right to name the Building, from time to time to change the name of the Building and to grant to any person the right to name the Building on such terms as the Landlord thinks fit.
- 5.2 The Tenant must cooperate with any marketing or promotion of the Building the Landlord carries out.
- 5.3 The Tenant must cooperate with the Landlord in promoting the use of any tradenames or logos connected with the Building.
- 5.4 The Tenant must not use the name of the Building or any logo for the Building without the Landlord's consent.
- 5.5 If the Landlord consents to the Tenant using the name of the Building, when the Tenant's lease ends, the Tenant must cease using the name of the Building and cancel any registration adopting the name of the Building.
- 6. Rule 6: The Landlord's standards for Premises**
- 6.1 The Tenant must obtain the Landlord's consent before the Tenant does any thing that affects the quality and standard of the Premises and its presentation. The Tenant must comply with the Tenant Fitout Design Criteria and the Landlord's reasonable requirements and standards of design, quality, style and appearance.
- 6.2 The Tenant must observe the maximum load weights throughout the Building.
- 7. Rule 7: Display**
- 7.1 The Tenant must not display any stock, produce, material or signage:
 - (1) that may be considered offensive or indecent to the general public; or
 - (2) outside the Premises or in the Common Area.
- 8. Rule 8: Signs**
- 8.1 The Tenant must obtain the Landlord's consent before the Tenant:
 - (1) puts anything on the outside or inside of the Premises that can be seen from outside the Premises (for example: a sign, advertising board or advertisement); or
 - (2) uses any picture or likeness of the Building or the Premises for an advertisement (except as the Tenant's address or place of business).
- 8.2 The Landlord must consent to signs stating the Tenant's name and business if the Landlord believes they are of a standard in keeping with the Building.

8.3 The Tenant must not have any handwritten signs, advertisements or ticketing inside or outside the Premises.

9. Rule 9: Music in Premises, spruiking

9.1 If the Tenant plays music, makes any sound using sound equipment or uses a television, the Tenant must make sure the sound is not heard or likely to be heard outside the Premises.

9.2 However the Tenant may play 'background recorded music' as long as the Tenant makes sure that it does not annoy any other tenants or people using the Building.

9.3 The Tenant must not spruik or permit any other loud or like noise either inside or outside the Premises without the Landlord's prior approval.

10. Rule 10: No auctions

The Tenant must not conduct or permit an auction sale in the Premises.

11. Rule 11: No electronic games or flashing lights

11.1 The Tenant must not have any electronic games, vending machines or similar equipment in the Premises except if permitted by the Tenant's lease.

11.2 The Tenant must not operate flashing or turning lights in the Building.

12. Rule 12: Cooling and heating of Premises

12.1 The Tenant must obtain the Landlord's consent before the Tenant uses any services for cooling or heating the Premises other than those the Landlord supplies (for example: lighting, cooling, heating or circulating air).

13. Rule 13: Restrictions on food

13.1 The Tenant may only prepare or cook food in areas installed for that purpose in accordance with the lease.

14. Rule 14: Cleaning

14.1 The Tenant must immediately clean any spillage in the Premises or from the Premises onto the Common Area.

15. Rule 15: Infectious disease

15.1 If any infectious disease occurs in the Premises that requires notification, the Tenant must give all necessary notices and other information required to any Authority and the Landlord, and thoroughly fumigate the Premises.

16. Rule 16: Use of facilities

16.1 The Tenant must only use facilities (for example: toilets, sinks, basins, drains, plumbing and Building rubbish bins) in the Premises and the Common Area for their proper purpose.

16.2 The Tenant must not deposit any rubbish or foreign material in any of the facilities except where those facilities are intended for that purpose.

- 16.3 The Landlord reserves the right to direct the occupiers of any floor of the Building and their respective employees licensees and invitees to use the toilets and washrooms contained on any other floor of the Building during any period or periods when the toilets and washrooms on any floor (or a sufficient number of the same to render the remainder inadequate) are unserviceable.

17. Rule 17: Services

- 17.1 The Tenant must obey the Landlord's requirements concerning Services the Landlord supplies (for example: air conditioning, the elevators and smoke detectors). The Tenant must not do anything that might interfere with their efficient operation.
- 17.2 If the Tenant falsely activates any of the Services to the Premises (for example: smoke detectors or fire alarms) the Tenant is responsible for any charges that result.

18. Rule 18: No dangerous behaviour

- 18.1 The Tenant must not do anything in the Premises or the Building that is likely to be dangerous to anyone.
- 18.2 The Tenant must promptly tell the Landlord about any accident to or problem with any Services or facilities that need repair especially if the Tenant is aware, or ought reasonably to be aware, that this may be a danger or risk to the Premises, the Building or any person in the Building.

19. Rule 19: Use of Common Area for business

- 19.1 The Tenant must obtain the Landlord's consent before the Tenant uses or allows any part of the Common Area to be used for:
- (1) any business or commercial purposes; or
 - (2) display or advertising.

20. Rule 20: Delivering goods using trolley

- 20.1 The Tenant must only use the delivery areas of the Common Area at the times the Landlord approves.
- 20.2 The Tenant must make sure that any trolley the Tenant uses for carrying goods does not mark or damage the floor of the Building and makes minimal noise. Any trolley must have rubber wheels.

21. Rule 21: Car parking

- 21.1 The Tenant must on request give to the Landlord the name, make and registration number of each car owned or regularly used by:
- (1) the Tenant in connection with the Premises; or
 - (2) the Tenant's employees who work at the Premises.
- 21.2 The Tenant must not park nor permit anyone over whom it may have control to park any motor vehicle on any part of the Land, except in such place as may then be licensed to the Tenant for that purpose.

22. Rule 22: Equipment

- 22.1 The Tenant must obtain the Landlord's consent before the Tenant installs equipment on the Premises.
- 22.2 In particular, the Tenant must obtain
- 22.3 the Landlord's consent before the Tenant brings any heavy or bulky equipment onto the Premises. The equipment must be reasonably necessary for carrying on the Tenant's business in the Premises. The Landlord does not consent to any equipment that may cause any structural or other damage to the floors or other parts of the Premises or the Common Area or nuisance (including noise or vibration) to any occupier of the Building.
- 22.4 Before the Tenant brings any of the Tenant's equipment onto the Premises or the Common Area the Tenant must give the Landlord at least 2 Business Days' notice.
- 22.5 The Landlord may direct the routing, installation and location of the equipment. The Tenant must obey all the Landlord's directions.
- 22.6 The Tenant must not install any electrical equipment in the Premises that may overload the cables, switchboards or sub-boards that supply electricity to the Premises or the Building.

23. Rule 23: Rubbish

- 23.1 The Tenant must not burn any rubbish or any other material in the Premises or any part of the Building.
- 23.2 The Tenant must place all rubbish and other like material from the Premises in the receptacles nominated by the Landlord for rubbish of that type, and make sure the rubbish is removed regularly from the Premises.

24. Rule 24: Smoking

- 24.1 The Tenant must not permit any person to smoke in the Premises.
- 24.2 The Tenant must not:
 - (1) smoke in the Building or, to the extent prohibited by law, on the Land; or
 - (2) permit the Tenant's employees or customers to smoke in the Building or, to the extent prohibited by law, on the Land.
- 24.3 The Tenant must display 'no smoking' signs in the Premises if required by the Landlord.

25. Rule 25: Public address system

- 25.1 The Landlord may provide a public address system in the Common Area.

26. Rule 26: Lighting of Common Area

- 26.1 The Landlord must make sure the Common Area is lit during the Building Hours. The Landlord may also provide any lighting that the Landlord thinks is advantageous to the Building.

27. Rule 27: Loading dock and service yard

- 27.1 The Tenant may only use the loading dock and service yard for moving goods or large or heavy articles (including furniture) to or from the Premises at the times and through the parts of the Building the Landlord approves.
- 27.2 The Tenant must comply with all requirements of the Landlord and any Authority regarding deliveries to the Building and the use of the loading dock and service yard.

28. Rule 28: Keeping Common Area clear

- 28.1 The Tenant must keep the Common Area clear. In particular, the Tenant must not block or obstruct the fire or escape doors or passageways.
- 28.2 The Tenant must not cover or obstruct any service duct, fire prevention device or thing that allows light into or ventilation of the Building.
- 28.3 If the Tenant does not keep the Common Area clear, the Landlord may remove any offending item at the Tenant's cost.

29. Rule 29: Flammable or corrosive substances

- 29.1 The Tenant must not store or use inflammable, explosive or corrosive substances on the Premises, except as required in the normal course of the Tenant's business.

30. Rule 30: Fire or emergency drills

- 30.1 The Tenant must comply with the Landlord's reasonable requirements for fire safety, including appointing persons to act as fire controllers and floor wardens.
- 30.2 The Tenant must observe and obey all fire or emergency drills. The Landlord aims to give the Tenant prior notice of these drills.
- 30.3 The Tenant must make sure that it is fully aware of all safety and emergency procedures.

31. Rule 31: Danger or risk to Building

- 31.1 If the Tenant is aware of a risk or a danger (for example: a bomb threat, fire, liquid spill, leak or any other similar thing) in any part of the Premises or the Building, the Tenant must tell the Landlord immediately.
- 31.2 If there is, or may be, any thing that is a risk or a danger (for example: a bomb threat, riot, liquid spill, leak or any other similar thing) the Tenant must immediately obey any instructions given by the Landlord, including leaving the Premises.
- 31.3 The Tenant must obey the instructions of the police or the fire brigade or other emergency Authority. The Tenant must not re-enter the Premises or the Building unless the Landlord or the police or fire brigade or other appropriate Authority tell the Tenant it is safe to do so.

32. Rule 32: After hours functions

- 32.1 The Tenant must not hold any after-hours activity, promotion or function in the Premises without the Landlord's approval. The Tenant must give the Landlord at least 2 Business Days prior written notice of the after-hours activity, promotion or function which it is proposing to hold in the Premises.

33. Rule 33: Entrance conditions

33.1 The Tenant must comply with any notice of conditions of entry placed by the Landlord in the Building (for example: notices prohibiting bringing bicycles, skateboards or roller blades into the Building).

34. Rule 34: Misuse of Landlord's Property

34.1 The Tenant must not use the Landlord's Property for any purpose other than for the purpose it was built or deposit in the Landlord's Property any rubbish or unsuitable substances.

35. Rule 35: Windows

35.1 The Tenant must not cover or obstruct windows or skylights.

36. Rule 36: Blinds and curtains

36.1 The Tenant must not install or permit to be installed any blinds or curtains whether venetian, holland or other on, over or adjacent to the windows in the Premises other than curtains or blinds supplied or approved by the Landlord and then only over windows designated by the Landlord.

37. Rule 37: Carrying furniture in lifts

37.1 Before furniture or articles are carried in any of the lifts, the Tenant must ensure that the sides of the lifts are covered in such manner as the Landlord directs to prevent scratching or damage.

38. Rule 38: Directory Boards

38.1 Any directory boards provided by the Landlord shall be under the sole control of the Landlord who may allot space on it for the names and descriptions of the tenants of the Building. The form of the Tenant's name and description shall be approved of by the Landlord and placed on the directory board by the Landlord at the Tenant's expense.

39. Rule 39: Building Environmental Management

39.1 The Landlord may monitor:

- (1) the energy consumption of major base building plant items;
- (2) all waste from the base building area of the Building; and
- (3) the water consumption of major base building water consumers,

with a view to the Landlord developing and reviewing, and the Tenant co-operating and working with the Landlord to review and develop:

- (4) energy reduction targets and a process for identifying potential energy saving;
- (5) waste reduction targets and a process for identifying potential waste savings and increased recycling rates; and
- (6) water use reduction targets and a process for identifying potential water consumption saving initiatives.

39.2 To minimise the impact on the environment, Tenants must use the following in the Building:

- (1) cleaning products that have a low environmental impact;

- (2) low-VOC paints, adhesives, sealants and carpet;
- (3) fluorescent luminaires with high frequency ballasts; and
- (4) low formaldehyde emission composite wood products.