



RETAIL TENANT MANUAL

UP1903

Globe on Moore
16 Moore Street
Canberra ACT 2601

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1. General Information

- 1.1. This manual has been written to assist retail unit owners and their tenants in developing retail plans and designs, and to comply with the Owner Corporation Rules and operational requirements.

This manual should be shared with designers and/or other relevant contractors for the purpose of expediting and clarifying minimum requirements for retail tenancies.

Any retail tenancy plans, designs and approvals submitted to the Owners Corporation will be assessed against this manual. This manual does not supersede or replace compliance with any regulatory or legal requirements or standards.

Owners and tenants should note that failure to comply with the minimum requirements set out in this manual may also impact on certain insurance claims insurers may be willing to pay. Check with your insurance carrier or broker about how non-compliance may affect your potential future claims and liability.

Failure to comply with certain Owner Corporation Rules or operational requirements set out in this manual may result in formal breach notices being issued. Extreme cases of non-compliance may result in legal action by the Owners Corporation via the ACT Administrative Appeals Tribunal (ACAT).

Unit owners and their agents must ensure that this manual is referenced as an included document (schedule, attachment or appendix) in any initial commercial lease or at time of renewal if not included in the initial lease.

- 1.2. The unit owner and their tenant have joint and severable responsibility in ensuring that the information in this manual is communicated to all parties associated with their project work and/or operations, including contractors, staff members, etc.

2. Projects, Designers, Engineers and Approvals

- 2.1. The tenant must engage a registered architect or designer and professional engineers for structural, plumbing, hydraulics,

architectural, graphic, ventilation, air-conditioning, fire protection, security systems and electrical design of their premises. The designer's and engineer's services must include on-site inspections of construction and consultation on problems arising during construction. In addition, the consultants must allow for a final letter of compliance. The tenant must ensure that all changes to the contract receive written approval from the designers, engineers and the unit owner.

- 2.2. All documentation, including all drawings pertaining to the tenant's proposed construction is to be sent to the Owners Corporation Executive Committee (Executive Committee) for review where any such plan contains any element that runs through or impacts on Owners Corporation Common Property (Common Property). An approximate twenty (20) business day turnaround is required to review and approve all submissions. The Executive Committee may raise additional clarification questions, and this may add to the review and approval timeframes.
- 2.3. Any proposed construction change or installation of new or modified infrastructure that runs through or impacts on any Common Property area must be reviewed and approved by the Executive Committee prior to any work starting. Failure to secure written approval may result in a breach notice and direction to immediately remove any unapproved items and make good.

Tenants should also consider that installation of any unapproved items on Common Property will likely open the tenant to immediate public liability risks, including fire liability, which their public liability insurance may not cover them for.

- 2.4. The tenant is responsible for ensuring that all necessary permits and approvals are obtained from the ACT Government and other relevant authorities, including but not limited to ActewAGL, Evo Energy, Icon Water, etc. The tenant may delegate such responsibilities to their consultant or other contractor, however the tenant is ultimately accountable for securing all required permits and approvals (at their own expense).
- 2.5. For the avoidance of doubt, in this manual, when it is stated that a contractor is responsible for a certain item, it is meant that the tenant and in turn the unit owner is ultimately responsible to the

Owners Corporation. The Owners Corporation will not engage directly with a unit owner's or tenant's consultant or contractor. If the Owners Corporation does agree to engage directly with a unit owner's or tenant's consultant or contractor, then this is simply done for mutual convenience and does not change any party's responsibilities as detailed in this manual.

- 2.6. All project defects relating to Executive Committee approved items located on Common Property must be rectified within 30 calendar days of the defect being raised. After this time the Owners Corporation reserves the right to rectify any defect and pass all costs associated with the work back to the unit owner via their levy account. The unit owner will need to recover the costs from the tenant. An administration fee of 15% will be added to all invoices for all defect resolution work that the Owners Corporation must undertake on the tenant's or unit owner's behalf.

3. Firestopping & Water Sealing

- 3.1. The tenant's contractor is responsible to ensure that all penetrations through fire rated assemblies are immediately sealed in accordance with relevant building and fire standards.
- 3.2. The tenant's contractor is responsible to ensure that all penetrations on the roof, external walls or any other area exposed to the environment are properly water sealed.
- 3.3. It is strongly recommended that the tenant/unit owner retain photographic evidence from the contractor that the above items were completed properly. This may become critical in future investigations by authorities, insurance claims and the assignment of liability should there be a fire or water related incident in or resulting from the tenancy.

4. Metering

- 4.1. Existing meters separately monitor the consumption of gas and electricity in all units. Should the tenant or unit owner wish to change current metering, they must apply for, procure and install any new or additional metering required at their own expense. If the installation of new or additional metering is agreed to be

undertaken by the Owners Corporation at the tenant's or unit owner's request, they will reimburse the Owners Corporation at the completion of the change.

- 4.2. Gas connections are only available to certain tenant premises within the retail area. When available, the tenant is responsible to confirm capacity and available pressure, as well as for the supply and installation of a meter and any pressure reducing or other devices required for the installation and to comply with laws and standards.

5. Demolition

- 5.1. The tenant is responsible to remove all redundant architectural elements as part of their demolition and construction work.
- 5.2. The tenant's contractor must remove any leads, combustibles or unprotected insulation that are discovered existing in ceiling and wall spaces.
- 5.3. All openings in floor, walls or other rated partition resulting from the demolition shall be firestopped to maintain the original fire rating and waterproofed where required.
- 5.4. The Owners Corporation reserves the right to assess the impact of proposed demolition on building systems and request additional protections as required.
- 5.5. All demolition and construction waste must be removed from the building immediately and must not be temporarily or otherwise stored anywhere on building Common Property.
- 5.6. See section 19.3 for further information regarding demolition noise time restrictions.

6. Access Panels

- 6.1. Where the Executive Committee has given approval for access panels to be cut in any Common Property ceiling or wall area, the tenant is responsible for restoring the modified area to its original state. This includes plastering, sanding and painting to match the original state.

Manholes, vent grills and other coverings are not to be installed in modified areas in place of restoring the areas to their original state.

7. Signage

- 7.1. High quality dimensional signage is required to meet Executive Committee approval. Tenants are required to engage a qualified signage company to complete the design and installation of their signage.

All signage must receive Executive Committee approval prior to installation (ideally prior to fabrication to avoid costs associated with possible amendments). Signage approval will be subject to the following guidelines.

Street Signage Guidelines

The material, size, location and method of suspension shall be subject to Executive Committee approval. The signage contractor is responsible to include any necessary steel hangers, bracing, anchors, conduit, mounting grounds and electrical connections as approved by the Executive Committee. Failure to comply will result in a formal notice requiring the immediate removal of the signage.

- No floodlighting for illumination of signage is permitted;
- No neon, flashing and/or intermittent/varying intensity signage is permitted;
- No moving signage or moving lighting shall be permitted;
- No audio is permitted from signage;
- No advertising slogans; and
- Sign manufacturers identification stickers visible to the public view must be removed.

Window Signage Guidelines

Window signage must be in compliance with the [ACT Planning & Land Authority Signs General Code 2008 Section 2.28 \(Window Sign\)](#) for residential buildings or as updated by the ACT Government from time to time.

- R130: Maximum surface area of sign: 25% of the area of the glass panel or panels on which it is displayed; and
- R131: Illumination: Not illuminated.

R131 prohibits any LED or other illuminated signage, including tickers that are static, flashing or running/streaming displays. These must not be visible from the street outside the tenancy.

- 7.2. All street signage supports must be contained within the signage itself. There are to be no visible fastenings; all mountings must be of a non-corrosive material or coating.
- 7.3. The tenant's electrical panel provides power to the tenant's street signage. No part of the signage power is to be visible or exposed to the public. The transformer for the tenant's signage must be easily accessible through the tenant's ceiling for maintenance.
- 7.4. Each tenant is permitted one street sign within their unit boundary. Corner tenancies that face two streets are permitted one street sign per unit boundary on each street.
- 7.5. The tenant must submit via email to the Executive Committee their street and window (if applicable) signage drawings, including mounting details and drawn to scale.
- 7.6. Temporary signage, promotional signage, handwritten signage and stuck on paper signage, including laminated paper of any type is not permitted on glass panels that face into the residential foyer entry on Moore Street. This includes no smoking signage/icons and eftpos/credit card signage. However, this type of signage is permitted where it cannot be seen from the residential foyer doors.
- 7.7. Movable signs (including A-Frames) are not to be placed on Common Property, including Common Property footpaths. All movable signs are to be placed on the public footpath outside the Common Property boundary. It is the tenant's responsibility to secure any necessary approvals required from the ACT Government for placing movable signs on footpaths and to fully comply with the [ACT Public Unleased Land \(Movable Signs\) Code of Practice 2019 made under the Public Unleased Land Act 2013](#) or as updated by the ACT Government from time to time.

- 7.8. Movable signs are not to be left out afterhours when the tenant's business is closed. Tenant's should be aware that movable sign may be misused as a projectile that causes property or other damage and liability of any such damage will likely be assigned to the movable sign owner.

8. Security / Access

- 8.1. The building is equipped with a fully integrated access control and CCTV security system, controlling and monitoring perimeter streets, doors, lifts, carpark, parking gates, utility rooms and other secure and Common Property areas. All proposed security system installations outside the internal boundary of a tenant's unit are to be submitted to the Executive Committee for approval.

9. Air Conditioning / Heating / Cooling

- 9.1. The tenant is responsible for the installation and maintenance of all their own air conditioning (heating and cooling).
- 9.2. All air conditioning infrastructure is to be installed within the tenant's premises. Where the tenant wishes to apply for a piece of infrastructure to be installed on Common Property, including basement and roof locations, the tenant must submit to the Executive Committee all plans to include electrical and hydraulic and to show where the proposed infrastructure will be located and how it will be connected back to their tenancy.
- 9.3. All infrastructure to be located on Common Property must be connected back to the tenant's electrical, water and gas metering, as is applicable for each device.
- 9.4. The tenant is responsible for the installation, maintenance and repair of any infrastructure approved for installation on Common Property. Any costs incurred by the Owners Corporation relating to the tenant's infrastructure will be passed on to the tenant.
- 9.5. The tenant's contractor is responsible for complying with all construction related requirements detailed above when installing any approved infrastructure on Common Property.

10. Plumbing

- 10.1. All plumbing clean outs must be within the tenant's premises and located above the floor slab.
- 10.2. All hot water heaters must be equipped with an overflow pan piped directly to the nearest drain. The relief valve shall be piped directly to a drain. Back-flow valves must be installed as required by standards.
- 10.3. It is recommended that a leak detection system be installed which should be connected in such a way as to turn off the water supply to the heater tank.

11. Exhaust System

- 11.1. The building is equipped with a central exhaust system that existing tenancies may be connected to with approval from the Executive Committee. Existing tenancies are defined as tenancies fitted out prior to 1 January 2020. Any tenancy undertaking a refurbishment or otherwise making significant changes to their fit out from 1 January 2020 onwards will be defined as a new tenancy for the purposes of this section.
- 11.2. Where an existing tenancy wishes to apply for connection to the central exhaust system, the tenant must submit to the Executive Committee all plans to include electrical and ductwork and to show connection points and all entry points in kitchens and dining areas. Information to be provided must also include estimates of the volume of solid grease (in litres) to be processed by the system each month and a draft maintenance contract must be attached from a suitable commercial exhaust cleaning provider to confirm the schedule and frequency of cleaning that will be undertaken.
- 11.3. Regular exhaust system cleaning must include cleaning of the ducting from the grease hood in the tenant's premises, through all the ceiling ducting and up to and including the roof exhaust fans. Exhaust ducting across the full central exhaust system must be cleaned a minimum of once per quarter and a copy of the cleaning report along with information showing how many litres of grease was cleaned from the system is to be provided each quarter to the

building Strata Manager as verification of regular cleaning.

- 11.4. If the central exhaust system is being used by more than one food tenancy, it is the responsibility of the tenants making use of the system to come to a commercial arrangement with each other to share any central system cleaning costs. The Executive Committee will hold each tenant separately responsible for the cleaning, however, will accept a quarterly cleaning report that shows that the entire system was cleaned for multiple tenants in one work order. If this is not shown on the report, then each tenant will be required to provide their own separate quarterly cleaning report.
- 11.5. New tenancies cannot connect to the central exhaust system. New tenancies must install a local exhaust system that vents via locally installed ducting in the tenancy ceiling to the street frontage within its own tenancy boundary.
- 11.6. Where a new tenancy wishes to apply for approval to install a local exhaust system that vents via Common Property (a vent on the exterior of the building) to the street frontage, the tenant must submit to the Executive Committee all plans to include electrical and ductwork and to show connection points and the exterior vent location that will be installed on Common Property. A draft maintenance contract must be attached from a suitable commercial exhaust cleaning provider to confirm the schedule and frequency of cleaning that will be undertaken of the local exhaust system and the exterior event. A cleaning report must be provided each quarter to the building Strata Manager as verification of regular cleaning.
- 11.7. New tenancies are responsible for regular cleaning of the exterior vent so that grease and other exhaust marks are not visible on Common Property walls above and around the exterior vent.

12. Fire Protection

- 12.1. Tenants are responsible for the installation and maintenance of all fire protection systems within their premises, including but not limited to smoke alarms, fire extinguishers, fire blankets and sprinklers. Smoke and other sensors installed within the tenant's premises are not connected to the building's central fire monitoring

system.

- 12.2. Tenants should be aware that centrally connected sensors are located in common areas around each unit and may be false alarm triggered by cooking smoke from commercial kitchen premises that do not have sufficient exhaust facilities. Any false alarm callout fees incurred from ACT Fire as a result of a tenant's actions within their premises will be passed on to the tenant.
- 12.3. Any modifications to the building's fire protection systems must be completed by the building's fire services provider. See section 21.

13. Grease Interceptors & Grease Trap

- 13.1. The building is equipped with a 2250/1000 litre two-stage grease trap installed in the basement of the building that all food tenancies must be connected to with approval from the Executive Committee.
- 13.2. Where the tenant wishes to apply for connection to the grease trap, the tenant must submit to the Executive Committee all plans to include hydraulics and to show connection points and all entry points in kitchens areas. Information to be provided must also include estimates of the volume of waste (in litres) to be processed by the system each month and a draft maintenance contract must be attached from a suitable commercial grease trap cleaning provider to confirm the schedule and frequency of cleaning that will be undertaken. Once the Executive Committee approves the request, the tenant's contractor must then apply to Icon Water for their approvals (at their own expense).
- 13.3. Regular grease trap cleaning must include cleaning of the filters and pump. The grease trap must be cleaned once per quarter and a copy of the cleaning report along with information showing how many litres of waste was pumped from the system is to be provided each quarter to the building Strata Manager as verification of regular cleaning.
- 13.4. If the grease trap is being used by more than one food tenancy, it is the responsibility of the tenants making use of the grease trap to come to a commercial arrangement with each other to share any

cleaning costs. The Executive Committee will hold each tenant separately responsible for the cleaning, however, will accept a quarterly cleaning report that shows that the grease trap was cleaned for multiple tenants in one work order. If this is not shown on the report, then each tenant will be required to provide their own separate quarterly cleaning report.

- 13.5. All food tenancies must connect their sink, dishwashers and terminate wash-down exhaust canopies to an approved grease interceptor. Icon Water will require the tenant's plans/drawings to verify this and it is recommended that a tenant engages a suitably experienced consultant to develop all required materials for approval submissions (at their own expense).

14. Trade Waste (To Sewer)

- 14.1. A tenant conducting a food business or otherwise planning to expend trade waste must apply to Icon Water for approval to connect to the grease trap (at their own expense).
- 14.2. See item 13 for further requirements around the grease trap.

15. Trade Waste (Garbage & Recycling)

- 15.1. Commercial tenants are prohibited from placing trade waste (food, medical, biological, etc.) into the residential garbage and recycling bins in the basement refuse room.
- 15.2. The tenant must not place any trade waste or use any facilities in the NCC (National Capital Centre) waste storage area located opposite the Moore Street carpark gates. The Globe building does not contribute to the maintenance of that area and the tenant will be charged a range of commercial service fees if they use this area. If the tenant wishes to make a commercial arrangement to use the NCC waste storage area then they must make direct commercial arrangements with the NCC manager, Raine & Horne Strata. The Owners Corporation will not be part of any commercial arrangement entered into by the tenant and the NCC and it is the tenant's sole responsibility to comply with any terms agreed with NCC. The Owners Corporation will not get involved in any issues or

disputes between the tenant and NCC.

- 15.3. The tenant must seek approval from the Executive Committee to add additional bins into the basement refuse room for their own commercial use. The tenant must submit to the Executive Committee the following information when requesting approval to add more bins:
 - a. How many bins;
 - b. What type of bins (garbage and/or recycling);
 - c. What size bins (litres and dimensions);
 - d. Which service provider will be collecting the bins; and
 - e. What the contracted schedule will be for collections (when and how often the bins will be emptied).
- 15.4. The Executive Committee will assess the information and advise the tenant where within the basement refuse room their bins must be placed and kept.
- 15.5. The tenant must arrange for commercial cleaning of their bins each month. Cleaning must include disinfectant wash and deodorising of the bins each month. The Strata Manager may require evidence (paid invoices) of this cleaning if it becomes apparent that this is not being done regularly.
- 15.6. The tenant must ensure that their bins are not overfilled. If bins are regularly overfilled then the tenant must modify their collection schedule with their waste collection service provider to empty the bins more frequently. The Executive Committee strongly recommends that commercial tenants place locks on their bins and provide keys to their waste collection service provider. This will avoid and potential accusations or disputes around residential tenants placing waste into the commercial tenant's bins.
- 15.7. The tenant must ensure that liquids are not placed into their bins. If liquids escape from their bins on to the refuse room floor, they are responsible for the immediate clean-up of any spillage, including any carpark areas where the liquids have been traipsed to.
- 15.8. The tenant must not leave any garbage, bags, boxes or other items on top of their bins. Waste collection service providers will not collect items left outside the bins and will leave such items on the

refuse room floor.

- 15.9. The tenant must not leave any items on the refuse room floor. Dumping anything on the refuse room floor or anywhere on Common Property is strictly prohibited and a minimum removal fee of \$220 inc GST on each occasion will be applied for the building cleaning contractor to remove any dumped item.
- 15.10. The tenant must not store or leave any cooking oil containers or drums, or any other type of liquid, chemical or other containers, even if empty, in the refuse room or anywhere on Common Property. Cooking and other types of containers must be stored within the tenant's premises and a specialist collection service provider must replace or empty such containers directly from the tenant's premises.
- 15.11. The tenant must only use the goods lift (Lift 1) to transport any trade waste or walk the waste down to the basement refuse room via the carpark ramps on the outside of the building. See item 17 for further requirements around the lifts.

16. Interruption of Service

- 16.1. While work is in progress, continuity of service shall be maintained to all existing building systems. Interruptions shall be coordinated with the Executive Committee as to proposed time and duration. The tenant shall be responsible for any interruptions to services and shall repair any damages to existing systems caused by his/her outage or operations.
- 16.2. A minimum lead time of 14 days must be provided to the Executive Committee for any proposed interruptions to services (for example, building water or power outages required to install or reconfigure infrastructure components).

17. Lifts

- 17.1. All retail tenants transporting any commercial goods, waste or equipment must only use Lift 1 (goods lift). This lift has been fitted out with protective curtains to protect the interior of the lift. This lift also includes a door override switch on the front panel that allows

the doors to be locked open while items are loaded/unloaded in the lift.

- 17.2. Lift 2 and 3 are passenger lifts and must not be used by retail tenants to transport any goods, waste or equipment. These lifts are for transporting people only.
- 17.3. The tenant must make sure that any contractor performing work for the tenant is aware of these requirements.
- 17.4. Any damage to lifts by anyone found ignoring these requirements will have the full cost of lift repairs passed on to the tenant responsible.

18. Window Cleaning

- 18.1. All retail tenants are responsible for their own window cleaning and ensuring that their premises maintain a clean and tidy appearance to any publicly visible areas.

19. Noise & Smells

- 19.1. The tenant must not generate noise from their tenancy that interferes with the peace and quiet of other tenants, particularly residential tenants above ground floor. The installation and use of outdoor speakers around tenancies is strictly prohibited.
- 19.2. Where ongoing noise from the tenant's premises becomes an issue, the tenant may be required to install noise dampening materials to remediate the issue.
- 19.3. The tenant must ensure that any of their business operations or contractors performing any work do not generate noise that interferes with the peace and quiet of other tenants, particularly residential tenants above ground floor any earlier than 8am Monday to Friday or earlier than 10am Saturday, Sunday and public holidays; or later than 9pm Monday to Friday or later than 10pm Saturday, Sunday and public holidays.
- 19.4. Tenants conducting a food related business or any other business that releases smells outside the premises are responsible for

minimising the release of smells by installing suitable Australian standards certified exhaust infrastructure with commercial grade filtering.

- 19.5. See item 11 for further information around connecting to the building exhaust system or installing a local exhaust system.

20. Carpark and Building Access

- 20.1. The unit owner is responsible for providing the tenant with a carpark access card.
- 20.2. The Owners Corporation only issues one carpark access card for each parking bay owned by the unit. Additional carpark access cards will not be issued under any circumstances.
- 20.3. The tenant must park in their own assigned carpark bay only. Parking in other tenant's bays, anywhere on Common Property or in any areas owned by the NCC is strictly prohibited.
- 20.4. The carpark does not have any visitor parking and the tenant must not use their carpark access card to give entry to visitors, guests or contractors. The carpark is for tenant/owner parking only.
- 20.5. The unit owner is responsible for providing the tenant with a building access fob.
- 20.6. The building access fob will only operate to give access to areas the tenant is authorised to enter.
- 20.7. Additional building access fobs may be requested via the building website at: <https://www.globeonmoore.com/extratag>

21. Service Providers

This section provides the contact details for a range of service providers approved to operate in the building. Some service providers offer discounts to tenants who make use of their services. Enquire directly with each service provider on pricing and discounts.

Tenants may use their own service providers, however service providers that are not from the approved list below will not have history with the building and may not have access to historic installation and maintenance records that may speed up the delivery of services.

21.1. **Strata Manager**

Please contact the Strata Manager as your first point of contact for all enquiries and requests. The Strata Manager will direct any enquiries and requests to the Executive Committee where the Strata Manager is unable to deal with them directly.

Jess Pirie or Clare Wilson
Independent Strata Management
02 6209 1994 or 02 6209 1536
teamecho@independent.com.au

To contact the building management of any of the other commercial buildings located on the NCC (National Capital Centre) block, please make contact via the Strata Manager above in the first instance. The NCC buildings (12 Moore St, 14 Moore St, 71 Northbourne Ave and the Uniting Church) are managed by:

Steve Wiebe
Rain & Horne Strata (RHS)
(Independent Strata Management will contact RHS on your behalf as required).

21.2. **Electrical, Lighting and Cabling**

Ben Darlington
Maritex Commercial
0400 664 326 or 0412 557 155
jobs@maritex.com.au

21.3. **Plumbing and Hydraulics**

Cameron Watt
O'Neill & Brown Plumbing Services
02 6297 2022
cwatt@onbp.com.au

21.4. Fire Services

Matthew Webb
O'Neill & Brown Fire Services
02 6297 2022
mwebb@onbfs.com.au

21.5. Waste Collection Services

Joshua Hrynko
Suez Waste Division
02 6126 6702
joshua.hrynko@suez.com

21.6. Exhaust System Cleaning

John Hawke
Southern Rejuvenators
02 6255 3095
business@srejuv.com.au

21.7. Grease Trap Cleaning

Sheryl
Suez Commercial Division
02 6126 6400
<https://www.suez.com.au/en-au>

21.8. HVAC

Kylie Herbert
Grosvenor Engineering Group
02 6228 1878
<https://geggroup.com.au/contact>

21.9. Building & Construction

Level 1 Projects
Ian Short
0411 655 684
ianshort@level1projects.com.au

Guideline Constructions

Jered Cox

0408 629 156

guidelineconstructions@hotmail.com