

Green Star – Office Interiors v1.1

Materials

Mat-9 Waste Management for Tenancy Operation

Points Available	Points Claimed	CIR Submitted
2	2	N

Credit Criteria

Two points are awarded where it is demonstrated that waste management and recycling systems for typical office waste are included in the tenancy fitout, as follows:

- 1m² of designated recycling storage space per six work settings with monthly collections; or
- 1m² of designated recycling storage space per 24 work settings with weekly collections.

Documents Provided

✓	A copy of the as-built tenancy fitout plans that shows the location and size of the storage space and the total number of workstations; Mat-9: 1
✓	A copy of the contract/agreement with the recycling contractor that details the frequency of the collection of recyclables. Mat-9: 2

Discussion

Base building has recycling waste collected from basement from one to five times per week as outlined in email (pg 4). However, in the contract, service frequency is not stipulated. Therefore we have also included a confirmation letter from Reliance Cleaning Group which details the frequency that recycling is collected from the GBCA tenancy (pg 7).

There are 55 workstations in the fitout (shown on pg 3). Therefore, 3m² of designated recycling storage space is required to achieve the credit. The GBCA tenancy dedicated storage areas jointly meet this required size, but we also have at-desk recycling storage and will therefore show that compliance is met jointly through at desk storage and dedicated recycling storage areas.

Mat-9 CIR ruling (no.4):

The Credit Interpretation Request (CIR) to deem at-desk storage for recycling of typical office waste an equivalent means of meeting Credit Criteria is **granted conditionally** on the project's ability to clearly demonstrate that:

- (1) The size of the centralised dedicated recycling storage space is at least 30% of the total required designated recycling storage area as stated in the Credit Criteria;
- (2) The remainder of the dedicated recycling storage space is distributed throughout the fitout in the form of recycling-only at-desk storage;
- (3) The waste is removed from the at-desk storage bins at least three times a week and stored in an area within the base building that is accessible to the waste contractor. Acceptable evidence includes an extract from the lease conditions or confirmation from the base building owner;
- (4) The waste recycling service provider is required to liaise with the tenancy or base building's cleaning contractor to ensure that information and training on multiple waste stream source separation process is provided to cleaning staff. An excerpt from the contract stating this requirement must be provided as evidence

Green Star – Office Interiors v1.1

As per the CIR ruling above:

1. The centralised designated recycling storage space must be:
 $30\% \text{ of } 3\text{m}^2 = 0.9\text{m}^2$

There are three 'centralised dedicated recycling storage' areas in the office (shown on pg 2). The areas are as follows:

Caterers bench area includes 2 worm farms for recycling organic waste, recycling bins for paper/cardboard, metal and plastic.

Total size of recycling storage area: $2\text{m} \times 0.66\text{m} = 1.32\text{m}^2$

Kitchen bench area includes recycling bins for paper/cardboard, metal and plastic, and a container for collecting organic waste before it goes to the worm farm.

Total size of recycling storage area: $1\text{m} \times 0.79\text{m} = 0.79\text{m}^2$

Photocopy room area includes two large wheelie bins and accommodates paper/cardboard, aluminium, steel, plastic, and glass.

Total size of recycling storage area: $2 \times (0.81\text{m} \times 0.6\text{m}) = 0.97\text{m}^2$

Total centralised dedicated storage of 3.08m^2 . **Mat-9: 1**

Therefore, criterion (1) is met since 3.08m^2 is greater than the required min. of 0.9m^2 . However, because two of these spaces do not meet the requirement to house at least 3 full size bins, we also have at-desk recycling storage. This allows our tenancy to comply with the Mat-9 credit as we are providing both dedicated centralised storage areas, as well as at-desk recycling storage. The calculations confirming size of this at desk storage is found below.

2. Total recycling-only at-desk storage space (for recycling paper) area is:
 $55 \times (0.24\text{m} \times 0.3\text{m}) = 3.96\text{m}^2$

Total dedicated recycling storage waste is:

3.08m^2 (centralised space) + 3.96m^2 (at desk) = 7.04m^2 . **Mat-9: 1**

Therefore, criterion (2) is met since 7.04m^2 is greater than the required min. of 3m^2 for the total dedicated recycling storage waste.

3. At desk storage bins are emptied daily. **Mat-9: 2**

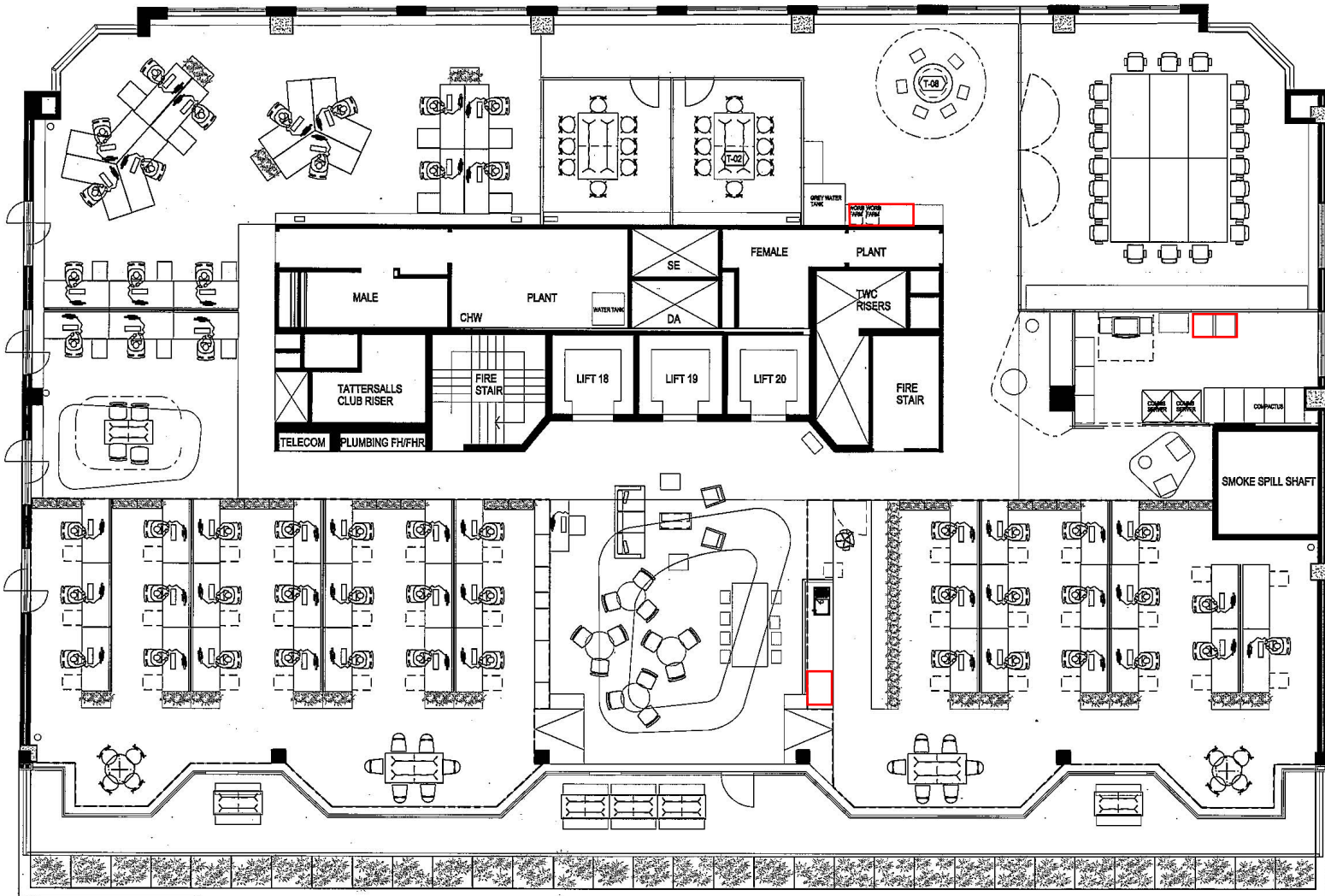
Therefore, criterion (3) is met since daily collections are greater than the required minimum of 'at least three times a week.'

4. The contract states that waste service provider is required to liaise with building cleaning staff in order to provide training on waste stream separation (highlighted on pg 18). **Mat-9: 2**

Therefore, criterion (4) is met.



CASTLEREAGH STREET



ELIZABETH STREET

AS BUILT
[Signature]

01 FLOOR PLAN
1:100

BlighVollerNieldArchitecture

Telephone +61 3 9639 9199
Facsimile +61 3 9639 9188
www.bvm.com.au

INTELLECTUAL PROPERTY
© COPYRIGHT BLIGH VOLLER NIELD PTY LTD (BVMN). UNLESS OTHERWISE
NOTED BY OTHERS ALL RIGHTS TO USE THIS DOCUMENT ARE RESERVED
TO BVMN. IN FULL OF ALL OTHERS. THIS DOCUMENT MAY ONLY
BE REPRODUCED FOR THE EXPRESS APPROVAL AND PROJECT FOR WHICH IT HAS BEEN
DESIGNED AND DELIVERED. ANY REPRODUCTION OF THIS DOCUMENT WITHOUT THE
EXPRESS APPROVAL OF BVMN IS PROHIBITED. ANY UNAUTHORIZED USE OF THIS DOCUMENT
BY THE USER'S SOLE FIRM AND WITHOUT THE EXPRESS APPROVAL OF BVMN IS PROHIBITED
AND AGAINST ALL LAWS AND ORDINANCES.

ISSUE	DATE	FOR
01	03.10.07	INFORMATION
02	08.10.07	INFORMATION
03	11.10.07	INFORMATION
04	17.10.07	APPROVAL
05	22.10.07	APPROVAL
06	22.10.07	CURTAIN RAILS DELETED
A	09.11.07	FOR CONSTRUCTION

CONSULTANT
DAVIS LANGDON
tel 02 9956 8822 fax 02 9956 8848

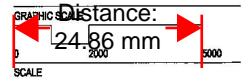
CONSULTANT
LINCOLNE SCOTT
tel 02 8907 0900 fax 02 9957 4127
CLIENT

GBCA
L15, 179 ELIZABETH STREET
SYDNEY NSW 2000
CLIENT PROJECT No.

PROJECT

GREEN BUILDING COUNCIL
OF AUSTRALIA
BVM PROJECT NUMBER

M0709010
TRUE NORTH PROJECT NORTH



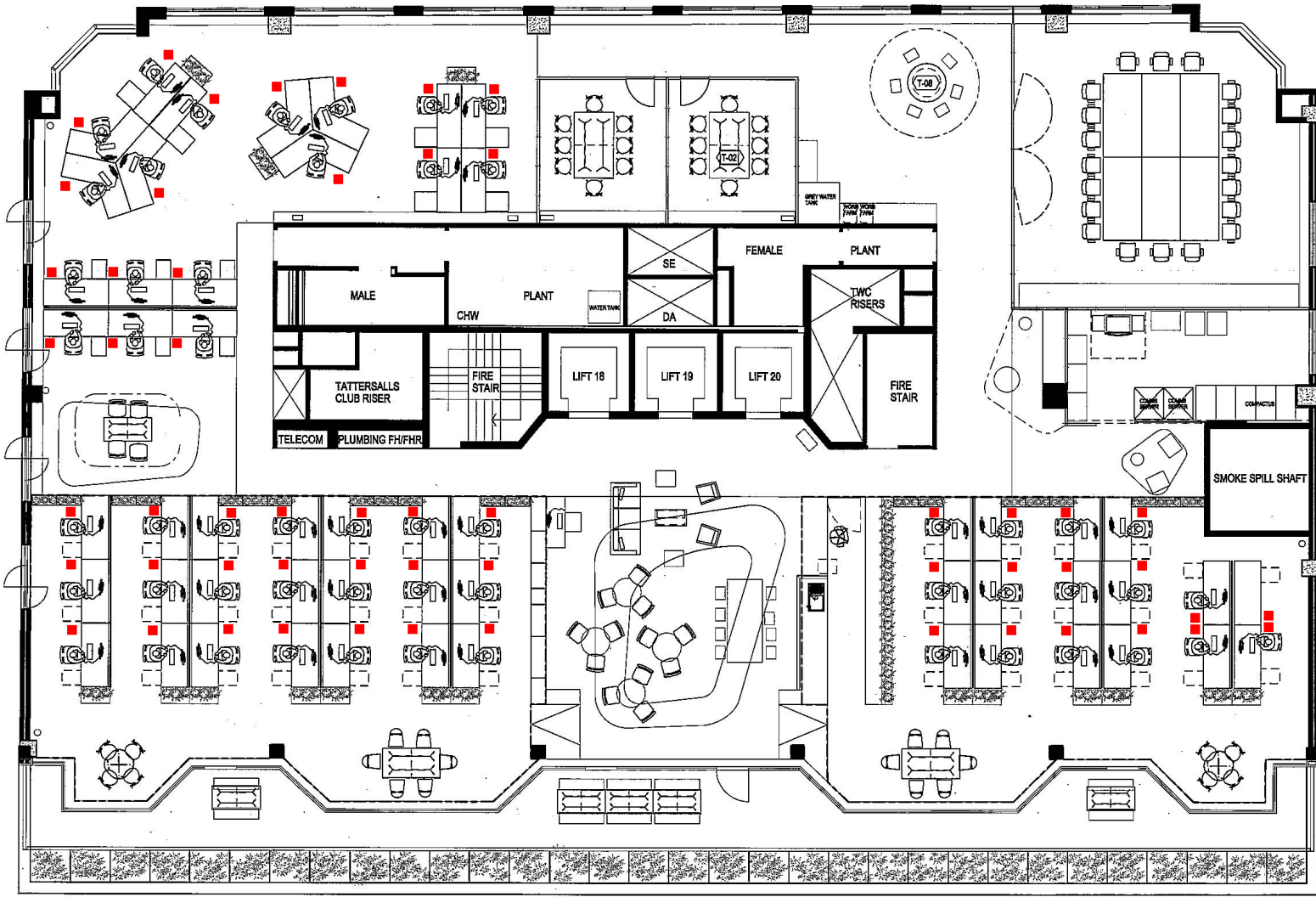
1:100 at A2 DO NOT SCALE
STATUS

FOR CONSTRUCTION
DRAWING

GENERAL ARRANGEMENT
FLOOR PLAN
DRAWING NUMBER ISSUE
A-D-01 A



CASTLEREAGH STREET



ELIZABETH STREET

AS BUILT
[Signature]

01 FLOOR PLAN
1:100

BlighVollerNieldArchitecture

Telephone +61 3 9639 9199
Facsimile +61 3 9639 9188
www.bvn.com.au

INTELLECTUAL PROPERTY
© COPYRIGHT BLIGH VOLLER NIELD PTY LTD (BVMN). UNLESS OTHERWISE
NOTED BY OTHERS ALL RIGHTS TO USE THIS DOCUMENT ARE SUBJECT
TO PROTECT IN FULL OF ALL OTHERS. THIS DOCUMENT MAY ONLY
BE USED FOR THE EXPRESS PURPOSE AND PROJECT FOR WHICH IT HAS BEEN
CREATED AND DELIVERED. ANY REPRODUCTION BY ANY OTHER PARTY
WITHOUT THE WRITTEN PERMISSION OF BVMN IS STRICTLY PROHIBITED.
USE OF THIS DOCUMENT BY THE USER'S SOLE RISK AND WITHOUT
LIMITS BVMN SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSS FROM
AND AGAINST ALL LOSS TO ANYONE.

ISSUE	DATE	FOR
01	03.10.07	INFORMATION
02	08.10.07	INFORMATION
03	11.10.07	INFORMATION
04	17.10.07	APPROVAL
05	22.10.07	APPROVAL
06	22.10.07	CURTAIN RAILS DELETED
A	09.11.07	FOR CONSTRUCTION

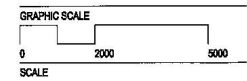
CONSULTANT
DAVIS LANGDON
tel 02 9956 8822 fax 02 9956 8848

CONSULTANT
LINCOLNE SCOTT
tel 02 8907 0900 fax 02 9957 4127

CLIENT
GBCA
L15, 179 ELIZABETH STREET
SYDNEY NSW 2000
CLIENT PROJECT No.

PROJECT
**GREEN BUILDING COUNCIL
OF AUSTRALIA**
BVM PROJECT NUMBER

M0709010
TRUE NORTH PROJECT NORTH



1:100 at A2 DO NOT SCALE
STATUS

FOR CONSTRUCTION
DRAWING

GENERAL ARRANGEMENT
FLOOR PLAN
DRAWING NUMBER ISSUE
A-D-01 A

Joe Karten

From: Saunderson, Andrew (Australia) [Andrew.Saunderson@ap.jll.com]
Sent: Friday, 13 February 2009 4:23 PM
To: Joe Karten
Cc: McGuinness, Kieran (Australia)
Subject: RE: contracts
Attachments: GBCA - Waste Services Contract Excerpt.pdf

Joe,

I have received approval to provide the contract details between the Owner and WSN.

As such I have provided the front section of the contract detailing the contractual parties as well as the index detailing where the second section I have provided fits within the full original document.

The second section I have provided is Schedule 2 – The Services. In this section you will find reference to the relationship between WSN and the Integrated Services Contractor (Cleaners) at Clauses 2.3 and 5.0.

Clause 2.6 refers to Frequency of Service but the contract does not specifically define what that frequency is to be other than to state “The Specialist Supplier must ensure services are scheduled so as to ensure an efficient and cost effective outcome for JLL. The Specialist Supplier is to nominate suggested service frequencies for each waste and/or recycling stream.”

For the avoidance of doubt I have provided the current frequencies which are reviewed on a bi-monthly basis at our service meetings held with WSN.

General Waste – 18x 240L bins 5 clearances/ week

Cardboard – 2x 660L bins 3 clearances/ week

Paper – 12x 240L bins 3 clearances/ week

Co-mingled – 6 240L bins 1 clearance/ week

Glass – 2x 240L & 1x 120L bins 1 clearance/ week

Please note that the bin numbers and clearance frequencies does not necessarily indicate that all bins are full and cleared at every clearance.

In respect to the secondary sorting service provided by WSN, there is no contractual obligation for this contained with the contract between the Owners and WSN. The provision of this service was however, fundamental in the selection of the waste services contractor as part of the tendering process.

As I am working from a remote location at this time I am unable to print and sign the requested letter regarding the fitout works undertaken. I will attend to this on Monday morning when I return to my usual place of work.

I trust the above and attached meets with your requirements but if you have any further queries please do not hesitate to contact me via the details below.

Regards,

Andrew Saunderson

Property Services Manager- Asset Management Services
Property and Asset Management, Jones Lang LaSalle

Suite 10.03, Level 10, 45 Clarence St, Sydney NSW 2000

T: +61 2 9033 0314

F: +61 2 9033 0340

M: 0438 006 772

www.joneslanglasalle.com.au

Integrity Innovation Sustainability
Making Property The Best It Can Be



From: Joe Karten [mailto:Joe.Karten@gbca.org.au]
Sent: Friday, 13 February 2009 12:19 PM
To: Saunderson, Andrew (Australia)
Subject: contracts

Hi Andrew,

Many thanks for your phone message yesterday. I understand that JLL must follow procedure with regards to the release of sensitive documents such as contracts. I appreciate your help in this matter. Please note that I do not need to see any cost figures, so this can be blacked out if you wish. I really just need to see the cover page and the extracts that provide information relating to the source separation of recycling and the frequency of collection. I look forward to receiving this documentation later today.

Kind regards,
Joe



Joe Karten

Technical Coordinator

Green Building Council of Australia

Joe.Karten@gbca.org.au

Level 15, 179 Elizabeth St Sydney NSW 2000

Postal: PO Box Q78 QVB NSW 1230

Direct +612 8239 6221 | Office +612 8239 6200 | Fax +612

8252 8223

<http://www.gbca.org.au>

For a faster response, please use the direct line.

Please consider the environment before printing this email.

This email is intended only for the person or entity to which it is addressed and may contain confidential or privileged information. If you are not the intended recipient of this email, any use, interference with, disclosure or copying of this email is unauthorised and prohibited. If you have received this email in error, please delete this email and notify us promptly. If you or your employers do not consent to email messages of this kind, please advise us immediately. Opinions, conclusions and other information contained in this email are not given or endorsed by Green Building Council of Australia unless otherwise indicated by an authorised representative independently of this email.

This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you

16 February 2009


Joe Karten
Green Building Council of Australia
Level 15, 179 Elizabeth St
Sydney, NSW 2000

Dear Joe,

I write to confirm the frequency of collection of recycling and waste from the Green Building Council of Australia tenancy at Level 15, 179 Elizabeth St, by **Reliance Cleaning Group Pty Ltd**. All recycling and waste, including at-desk recycling bins and large wheelie bins, is collected daily and sorted and stored in the basement level recycling and waste storage area for the 179 Elizabeth St building.

Should you have any further questions, feel free to contact me on 0414 830169.

Kind regards,



Scott Crabbe
General Manager
Reliance Group of Companies

Waste Services

in relation to

Tatterstalls
179 Elizabeth Street

Services Contract

GPT Funds Management Ltd as Responsible Entity for GPT Wholesale Office Fund No 1

ABN 17 049 857 761

And

WSN Environmental Solutions

ABN 93 524 709 106

Revision	Description	By	Date
2	Prepared by Freehills		Feb 2006

Table of contents

<u>1.</u>	<u>DEFINITIONS AND INTERPRETATION</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
1.1	Definitions	Error! Bookmark not defined.
1.2	Interpretation	Error! Bookmark not defined.
1.3	Interpretation of inclusive expressions	Error! Bookmark not defined.
1.4	Business Day	Error! Bookmark not defined.
<u>2.</u>	<u>ROLE OF JLL</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
2.1	JLL as Principal's representative	Error! Bookmark not defined.
2.2	Reference to Principal includes reference to JLL	Error! Bookmark not defined.
2.3	Replacing JLL as agent of Principal	Error! Bookmark not defined.
2.4	JLL's representative	Error! Bookmark not defined.
<u>3.</u>	<u>LIMITED LIABILITY OF PRINCIPAL IF TRUSTEE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>4.</u>	<u>THE SERVICES AND THE TERM</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
4.1	Consultant to provide Services	Error! Bookmark not defined.
4.2	Commencement and level of Services	Error! Bookmark not defined.
4.3	Stages of Services	Error! Bookmark not defined.
4.4	Extending the Term	Error! Bookmark not defined.
<u>5.</u>	<u>PROVISIONS RELATING TO PERFORMANCE OF SERVICES</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
5.1	Variations and changes to the Property	Error! Bookmark not defined.
5.2	Directions, meetings, information and reports	Error! Bookmark not defined.
5.3	Property conditions	Error! Bookmark not defined.
5.4	Subcontracting	Error! Bookmark not defined.
5.5	Co-ordination with other contractors	Error! Bookmark not defined.
5.6	House Rules	Error! Bookmark not defined.
5.7	Keys	Error! Bookmark not defined.
5.8	Cleaning and removal of waste	Error! Bookmark not defined.
5.9	Equal opportunity	Error! Bookmark not defined.
5.10	Smoke free workplace	Error! Bookmark not defined.
<u>6.</u>	<u>STANDARD OF SERVICES</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
6.1	Professional Services	Error! Bookmark not defined.
6.2	Responsibility for Services	Error! Bookmark not defined.
6.3	Warranty as to performance	Error! Bookmark not defined.
<u>7.</u>	<u>PERFORMANCE MANAGEMENT</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
7.1	Consultant to implement management systems	Error! Bookmark not defined.

- | | | |
|-----|---|-------------------------------------|
| 7.2 | Continuous improvement program | Error! Bookmark not defined. |
| 7.3 | Risk management program | Error! Bookmark not defined. |
| 7.4 | Principal may conduct performance reviews | Error! Bookmark not defined. |
| 7.5 | Results of review | Error! Bookmark not defined. |
| 7.6 | Corrective action not completed by Consultant in time | Error! Bookmark not defined. |

8. LAWS, OHS AND ENVIRONMENTAL OBLIGATIONS GENERALLY**ERROR! BOOKMARK NOT DEFINED.**

- | | | |
|-----|---|-------------------------------------|
| 8.1 | Consultant to comply with Laws and Directions | Error! Bookmark not defined. |
| 8.2 | Responsibility for safety and environmental matters | Error! Bookmark not defined. |
| 8.3 | Safety and environment meetings | Error! Bookmark not defined. |
| 8.4 | Dangerous events | Error! Bookmark not defined. |

9. OCCUPATIONAL HEALTH AND SAFETY**ERROR! BOOKMARK NOT DEFINED.**

- | | | |
|-----|--|-------------------------------------|
| 9.1 | Consultant to prepare OHS Plan | Error! Bookmark not defined. |
| 9.2 | NSW: Obligations if Consultant is Principal Contractor | Error! Bookmark not defined. |
| 9.3 | NSW: Obligations if Principal is Principal Contractor | Error! Bookmark not defined. |
| 9.4 | Qld: Obligations if Consultant is Principal Contractor | Error! Bookmark not defined. |
| 9.5 | Qld: Obligations if Principal is Principal Contractor | Error! Bookmark not defined. |

10. ENVIRONMENTAL MANAGEMENT SYSTEM**ERROR! BOOKMARK NOT DEFINED.**

- | | | |
|------|---|-------------------------------------|
| 10.1 | Consultant to prepare environmental management system | Error! Bookmark not defined. |
| 10.2 | Content of EMS | Error! Bookmark not defined. |
| 10.3 | Compliance with and variation of EMS | Error! Bookmark not defined. |
| 10.4 | Consultant's environmental performance | Error! Bookmark not defined. |
| 10.5 | Principal's rights | Error! Bookmark not defined. |

11. RESOURCES AND PERSONNEL**ERROR! BOOKMARK NOT DEFINED.**

- | | | |
|-------|---|-------------------------------------|
| 11.1 | Consultant's supervisor | Error! Bookmark not defined. |
| 11.2 | Key Personnel to perform Services | Error! Bookmark not defined. |
| 11.3 | Consultant's personnel | Error! Bookmark not defined. |
| 11.4 | Qualification and screening of Consultant's personnel | Error! Bookmark not defined. |
| 11.5 | Training of Consultant's personnel | Error! Bookmark not defined. |
| 11.6 | Principal to provide certain facilities | Error! Bookmark not defined. |
| 11.7 | Consultant's obligations regarding personnel uniforms | Error! Bookmark not defined. |
| 11.8 | Industrial Matters | Error! Bookmark not defined. |
| 11.9 | Industrial disputes | Error! Bookmark not defined. |
| 11.10 | Principles for fair contracting | Error! Bookmark not defined. |

12. EQUIPMENT**ERROR! BOOKMARK NOT DEFINED.**

- | | | |
|------|--|-------------------------------------|
| 12.1 | If Consultant uses its own Equipment | Error! Bookmark not defined. |
| 12.2 | If Consultant uses Equipment provided by Principal | Error! Bookmark not defined. |
| 12.3 | Damage to Equipment provided by Principal | Error! Bookmark not defined. |

13. INDEMNITY AND LIABILITY **ERROR! BOOKMARK NOT DEFINED.**

- 13.1 Indemnity by Consultant **Error! Bookmark not defined.**
- 13.2 Optional Proportionate Liability Legislation **Error! Bookmark not defined.**

14. INSURANCE **ERROR! BOOKMARK NOT DEFINED.**

- 14.1 Force majeure **Error! Bookmark not defined.**
- 14.2 Insurances Consultant must maintain **Error! Bookmark not defined.**
- 14.3 Requirements relating to Consultant's insurances **Error! Bookmark not defined.**

15. SOFTWARE **ERROR! BOOKMARK NOT DEFINED.**

- 15.1 Licence and escrow agreement **Error! Bookmark not defined.**
- 15.2 Terms of escrow agreement **Error! Bookmark not defined.**
- 15.3 Software Upgrades **Error! Bookmark not defined.**
- 15.4 Back up software **Error! Bookmark not defined.**

16. PAYMENT **ERROR! BOOKMARK NOT DEFINED.**

- 16.1 Principal will pay Consultant the Fee **Error! Bookmark not defined.**
- 16.2 Fee includes all costs **Error! Bookmark not defined.**
- 16.3 Consultant to submit monthly invoices **Error! Bookmark not defined.**
- 16.4 Requirements for invoices **Error! Bookmark not defined.**
- 16.5 Payment statement from Principal **Error! Bookmark not defined.**
- 16.6 Payment of Fee **Error! Bookmark not defined.**
- 16.7 Final instalment of Fee **Error! Bookmark not defined.**
- 16.8 Principal will not pay for services to tenants **Error! Bookmark not defined.**

17. ADJUSTMENTS TO FEE **ERROR! BOOKMARK NOT DEFINED.**

- 17.1 Fee adjustments for Variations or changes to Property **Error! Bookmark not defined.**
- 17.2 Fee adjustments for Changes in Law **Error! Bookmark not defined.**

18. TAXES **ERROR! BOOKMARK NOT DEFINED.**

- 18.1 Stamp duty **Error! Bookmark not defined.**
- 18.2 GST **Error! Bookmark not defined.**
- 18.3 GST adjustments **Error! Bookmark not defined.**

19. INTELLECTUAL PROPERTY RIGHTS **ERROR! BOOKMARK NOT DEFINED.**

- 19.1 Principal's Intellectual Property Rights **Error! Bookmark not defined.**
- 19.2 Intellectual Property Rights which Principal does not own **Error! Bookmark not defined.**
- 19.3 Consultant to grant licence **Error! Bookmark not defined.**
- 19.4 Consultant must not infringe rights **Error! Bookmark not defined.**
- 19.5 Moral rights **Error! Bookmark not defined.**

19.6 Consultant's indemnity **Error! Bookmark not defined.**

20. CONFIDENTIALITY, PRIVACY AND CONFLICTS**Error! Bookmark not defined.**

20.1 Confidential Information **Error! Bookmark not defined.**
20.2 Maintaining confidentiality **Error! Bookmark not defined.**
20.3 No publicity **Error! Bookmark not defined.**
20.4 Conflicts of interest **Error! Bookmark not defined.**

21. DISPUTE RESOLUTION **Error! Bookmark not defined.**

21.1 Representatives of parties to discuss and negotiate **Error! Bookmark not defined.**
21.2 CEOs to meet if dispute unresolved **Error! Bookmark not defined.**
21.3 Confidentiality and without prejudice **Error! Bookmark not defined.**
21.4 Legal proceedings **Error! Bookmark not defined.**

22. TERMINATION **Error! Bookmark not defined.**

22.1 Consultant Defaults **Error! Bookmark not defined.**
22.2 Termination for Consultant Default **Error! Bookmark not defined.**
22.3 Termination for Consultant's insolvency **Error! Bookmark not defined.**
22.4 Termination for failing to meet performance standards **Error! Bookmark not defined.**
22.5 Termination for changes to Property or Principal **Error! Bookmark not defined.**
22.6 Termination by notice without breach **Error! Bookmark not defined.**
22.7 Consultant's Fee on termination **Error! Bookmark not defined.**
22.8 Materials, drawings, documents, software and other property **Error! Bookmark not defined.**

23. NOTICES **Error! Bookmark not defined.**

23.1 How and where Notices may be sent **Error! Bookmark not defined.**
23.2 Email not to be used **Error! Bookmark not defined.**
23.3 When Notices are taken to have been given and received **Error! Bookmark not defined.**

24. GENERAL **Error! Bookmark not defined.**

24.1 Governing law and jurisdiction **Error! Bookmark not defined.**
24.2 Invalidity and enforceability **Error! Bookmark not defined.**
24.3 Waiver **Error! Bookmark not defined.**
24.4 Variation **Error! Bookmark not defined.**
24.5 Assignment of rights **Error! Bookmark not defined.**
24.6 Further action to be taken at each party's own expense **Error! Bookmark not defined.**
24.7 Entire agreement **Error! Bookmark not defined.**
24.8 No reliance **Error! Bookmark not defined.**
24.9 Counterparts **Error! Bookmark not defined.**
24.10 Relationship of the parties **Error! Bookmark not defined.**
24.11 Exercise of discretions **Error! Bookmark not defined.**
24.12 Survival of certain clauses **Error! Bookmark not defined.**

SCHEDULE 1: CONTRACT DETAILS ERROR! BOOKMARK NOT DEFINED.

SCHEDULE 2: THE SERVICES 3

1. GENERAL DESCRIPTION OF SERVICES ERROR! BOOKMARK NOT DEFINED.

2. SPECIFIC SERVICES ERROR! BOOKMARK NOT DEFINED.

SCHEDULE 3: THE FEE AND INVOICING ERROR! BOOKMARK NOT DEFINED.

1. THE FEE ERROR! BOOKMARK NOT DEFINED.

2. INVOICE REQUIREMENTS FOR NSW ERROR! BOOKMARK NOT DEFINED.

SCHEDULE 4: NOTICE OF CHANGE OF AGENT ERROR! BOOKMARK NOT DEFINED.

SCHEDULE 5: HOUSE RULES ERROR! BOOKMARK NOT DEFINED.

SCHEDULE 6: OBLIGATIONS OF PRINCIPAL CONTRACTOR ERROR! BOOKMARK NOT DE

1. NSW (CLAUSE 9.2) ERROR! BOOKMARK NOT DEFINED.

2. QLD (CLAUSE 9.4) ERROR! BOOKMARK NOT DEFINED.

Services Contract

between

1. **GPT Funds Management Ltd as Responsible Entity for
GPT Wholesale Office Fund No 1
ABN: 17 049 857 761
at L52 MLC Centre, 19-29 Martin Place, Sydney NSW 2000
by its agent Jones Lang LaSalle (NSW) Pty Limited
(Principal)**

2. **WSN Environmental Solutions
ABN: 93 524 709 106
at Level 1 Building A, Rhodes Corporate Park
1 Homebush Bay Drive, Rhodes NSW 2138
(Consultant)**

Date: 5th November 2008

Background

- A. The Principal wishes to have certain specialist services provided in respect of the Property.
- B. The Consultant represents to the Principal that it has the skill, experience, expertise and resources to provide the Services.
- C. The Principal, in reliance on the Consultant's representations, wishes to engage the Consultant to perform the Services on the terms of this contract.

The parties agree

in consideration of, among other things, the mutual promises contained in this contract:

Schedule 2: The Services

GENERAL DESCRIPTION OF SERVICES

The Consultant will provide all services in connection with waste collection and disposal and as set out specifically below.

However, the Consultant acknowledges that the services listed below:

- (a) are not a definitive description of the Services; and
- (b) will not limit or affect the Consultant's general obligation to provide the Services and to do all things that might reasonably be expected of the Consultant from time to time as necessary or appropriate to secure the proper and timely performance of the Services in relation to the Property.

Our Sustainability Aspiration

The Building Owner is committed to the long-term operating principle of Sustainability.

For us this means optimising the economic, environmental and social values of our business in a responsible manner that ensures our long term success and that of our stakeholders.

We are committed to acting sustainably in all aspects of our business, and more specifically, to the development, implementation and continual improvement of sustainable practices throughout our services contracts.

In this pursuit of sustainability, we find ourselves in a position where we have the ability to positively influence our stakeholders; their decisions and their activities.

We want you to share our journey and embrace the principles that we see as being vital to this partnership.

Together on this journey we will commit to...

- Proactively reducing our business and personal footprint on the environment;
- Seeking continual improvement in our productivity;
- Innovating sustainable business practices;
- Influencing and educating those stakeholders within our sphere of influence, both in the workplace and at home, and promoting ongoing dialogue;
- Building open and transparent partnerships that provide us with sustainable solutions;
- Acknowledging the upstream and downstream impacts of our activities; and
- Recognising and rewarding effort and achievement.

We recognise that there will be challenges and opportunities, both known and unforeseen, that will arise throughout our transition to becoming a sustainable business. By positioning ourselves (the Building Owner and the Integrated Services Contractor) in a flexible, accountable and transparent partnership, we are confident that we can approach such change with intelligence and passion.

We acknowledge that this journey towards sustainability will be a learning process. A continual evolution for our systems, processes, culture and attitudes. We do not expect all the answers immediately. We do however expect you to embrace this journey and move forward with demonstrated commitment, to partner with us on programs and initiatives that provide sustainable solutions, and to recognise and reward those stakeholders who contribute to our joint successes.

By being awarded the Integrated Services Contract, you are making a commitment to helping build a sustainable world.

Help us help you make a difference!

THE SERVICES – WASTE AND RECYCLING MANAGEMENT



Shall mean the selected services **are** included in the scope of The Services.



Shall mean that the services **are not** included in the scope of The Services.

No Clause in The Services shall derogate from the obligations under the General Terms and Conditions.

1 SCOPE OF SERVICES

The Specialist Supplier must provide the nominated services set out below ("Services") for the benefit of JLL.



(a) Provision of general waste services



(b) Provision of recycling/reprocessing services

- 1.1 The Specialist Supplier shall provide detailed methodologies, servicing schedules, and any other supporting documentation to satisfy JLL in the Specialist Suppliers performance of its duties and obligations under this Agreement.
- 1.2 The Specialist Supplier shall nominate an appropriate person to hold the position of Client Manager. The Client Manager must work closely with JLL's property services manager and/or tenant services manager to ensure the contract works are completed as specified. Should the nominated person need to be replaced for whatever reason by the Specialist Supplier, then the replacement person or interim replacement will arrange a formal introductory meeting with JLL prior to the departure of the nominated person, or within 10 working days of departure.
- 1.3 The Specialist Supplier is to provide an organisational chart detailing the chain of responsibility for the JLL account. Where any significant change occurs to these positions or the companies ownership then a formal meeting is to be held with JLL within one month of these changes to discuss the changes with JLL.
- 1.4 The Specialist Supplier is to provide details of all sub-contractors included in their proposal. All sub-contractors are to be nominated and details provided for evaluation by JLL. Where a sub-contractor performs a significant part of the contract then this sub-contractor must attend any tender interview process with the Specialist Supplier.

2. SPECIFIED SERVICES

2.1 Provision of waste management and/or recycling services

The Specialist Supplier is responsible for the efficient and effective management of waste and/or recycling generated by the Property. This includes:

- a) the provision of appropriate bins/containers/equipment
- b) the provision of appropriate capacity of bins/containers so that waste is contained effectively without excess bin capacity being supplied
- c) the maintenance of all bins/containers/equipment provided
- d) ensuring all bins/containers/equipment complies with all relevant legislation and codes of practices

2.2 Responsibility for Waste and/or Recycling Systems

The Specialist Supplier is responsible for the ongoing efficient operation of the equipment/bins/containers provided. It is the Specialist Supplier's responsibility to report to JLL any issues that may impact on the efficient operation of the waste/recycling system.

While the Specialist Supplier may not be required to provide the necessary security, (unless such options are included in this Agreement) they are deemed responsible for ensuring that the need is firstly identified and secondly actioned.

2.3 Relationship with Integrated Services Contractor

The Specialist Supplier is required to work co-operatively with the Integrated Services

Contractor engaged at the Property. The Integrated Services contractor is responsible for the effective co-ordination, removal from tenant and common areas as nominated, and delivery of all general waste and recyclable materials including but not limited to paper, cardboard, PET, HDPE, glass & aluminium; organics to the loading dock (or other location nominated by JLL) at the required frequency. The Specialist Supplier is to work with the Integrated Services Contractor to ensure that the flow of waste and recyclables is undertaken in a safe and effective manner. The Specialist Supplier is to advise JLL if the Integrated Services contractor is performing in a manner that impedes the safe and efficient management of waste and recycling.

2.4 Avoidance of Litter during Collections and Transport

The Specialist Supplier is to ensure that the procedures and equipment/bins utilised are designed to avoid litter or waste materials spilling during collection or transport to appropriate facilities.

In the event that litter/spills do occur, the Specialist Supplier is to immediately address this issue and cleanup the area. This is to be done in a safe and environmentally responsible manner.

The Specialist Supplier is to include details of work procedures including details of PPE used in these instances.

Where the spill occurs away from the Property, the Specialist Supplier is to advise JLL in writing of the incident within 24 hours.

Where required, the Specialist Supplier is to report the incident to relevant authorities and/or inform JLL of their responsibility to report the incident. A copy of any such

report is to be forwarded to JLL within 24 hours and a meeting held between the Specialist Supplier's Client Manager and JLL.

2.5 Hours of Service

The Specialist Supplier must ensure services are performed in line with any restrictions on access to the Property.

Dock hours of access vary from site to site and are detailed in the property's House Rules document. In addition, further conditions of access may apply to each site, the Specialist Supplier is deemed to have identified any such conditions and has tendered on that basis.

The Specialist Supplier is to work with the Integrated Services supervisor to ensure that clearances are timed to coincide with cleaning schedules. Importantly, any bins that return to office levels ie paper recycling bins, must be cleared and available for cleaners to re-locate prior to commencement of business the following morning.

2.6 Frequency of Service

The Specialist Supplier must ensure services are scheduled so as to ensure an efficient and cost effective outcome for JLL. The Specialist Supplier is to nominate suggested service frequencies for each waste and/or recycling stream.

The Specialist Supplier is to detail if pricing is dependent on the suggested service frequency.

The Specialist Supplier is to state if the service frequency is flexible and any impacts changes to the service frequency may have on stated pricing. Where this is not stated it will be deemed to have no impact on the prices stated.

2.7 Call Out Time

The Specialist Supplier is to ensure a call out time of 1 hour is available at any time to cater for unforeseen circumstances.

2.8 Back-up Service

The Specialist Supplier is to detail back-up capability in terms of equipment failure or manning constraints. The back-up capability must be compatible with the Property requirements in terms of access and space and must be capable of effectively servicing each of the waste and recycling streams in place.

2.9 Loading Dock Management

The Specialist Supplier is responsible for ensuring that all waste and recycling bins/containers/equipment are returned to their allocated position in the loading dock following each clearance.

Bins and equipment must be positioned in the manner agreed with JLL during implementation and must be free of any waste or recycling material either within the container or adhering to the outside of the container.

2.10 Equipment

The Specialist Supplier is to ensure that all bins/containers/equipment supplied is maintained in good working order and does not present any OHS or environmental risks. The Specialist Supplier is to submit to JLL for review a proposed maintenance schedule for all equipment provided.

The Specialist Supplier is to minimise environmental impacts of their services. Initiatives that reduce environmental impacts are to be detailed to JLL.

It is expected that throughout the contract improvements in the manner in which the service is performed will be initiated by the Specialist Supplier.

2.11 Colour Coding

JLL has a national colour coding system for their waste and recycling streams. The Specialist Supplier is to ensure that bins provided are in line with the proposed standard. The Specialist Supplier and JLL will agree the colour coding requirements prior to implementation.

JLL will provide standard signage for the dock area and waste bins. The Specialist Supplier is to liaise with JLL in regards the application of these signs.

2.12 Value Added Services

The Specialist Supplier is encouraged to propose services that may assist JLL in achieving their sustainability objectives. Services such as education programs; activities aimed at raising tenant awareness; induction programs etc are encouraged.

Where costs are associated with these services, these costs should be separately detailed in Schedule C.

3.0 CHANGING QUANTITY OF WASTE AND RECYCLING GENERATED

It is noted that JLL are promoting sustainable practices throughout their Properties. As part of this initiative it is expected that the level of materials diverted for recycling/reprocessing will increase and the level of general waste to landfill will decrease over the term of this contract. The Specialist Supplier is required to respond to these changes in terms of size/type of bins/containers/equipment provided and/or servicing frequencies. The Specialist Supplier is to maintain an efficient and cost effective service for all waste and recycling streams supplied, noting that this may require a reduction in capacity of the general waste systems. Any pricing implications of this must be detailed in Schedule C.

4.0 NEW TECHNOLOGY OPPORTUNITIES

During the term of the contract, new technologies may become available that allow JLL to divert additional waste materials from landfill or more effectively recycle/reprocess existing recycling streams. The Specialist Supplier is to advise JLL of these new opportunities and provide JLL with system and pricing options.

JLL reserves the right to access these new opportunities from alternative providers should the Specialist Supplier not have the required capability or cannot offer this new service at a competitive rate.

5.0 INTEGRATED SERVICES

JLL will, independently of this contract, appoint an Integrated Services contractor to provide all cleaning services for the Property.

The Specialist Supplier is to work with the Integrated Services contractor(s) to ensure an efficient and effective waste management system.

The Specialist Supplier is to stipulate in the tender submission any constraints they may have in working with any cleaning contractor(s) as appointed by JLL.

6.0 REPORTING AND MONITORING

Service Issues

Any servicing issues are to be reported to JLL within 24 hours of the incident arising. This may include missed service; truck breakdown; access issues or problems servicing bins.

Where recycling bins cannot, in the opinion of the Specialist Service provider be recycled due to high levels of contamination, and are therefore included as general waste, the Specialist Service provider must inform JLL of this **within 24 hours** of the bins being collected. Jll may require the Specialist Supplier to meet on-site to discuss the specifics of the issue so as to address the problems directly.

Where the Specialist Supplier cannot access a reprocessing or recycling facility due to operational issues at the facility, then the Specialist Supplier is to direct the material to an alternative facility of similar type. Where this is not possible, due to unexpected shutdown and the material is sent to landfill, the Specialist Supplier is to advise JLL within 24 hours of this event and provide JLL with an alternative option for future loads.

Monthly Reporting

The Specialist Supplier is to submit monthly reports to JLL by the 10th of the following month. Payment of Specialist Supplier invoices will not be made until reports are received. Waste information is to be provided separately for each of the waste and recycling streams in place. A copy of the reporting form is included as attachment C. This form is to be electronically submitted.

The monthly data on actual waste and recycling is to include:

- Quantity of waste collected by waste stream by dock
- Quantity of recyclables collected by recycling stream by dock
- Total cost by waste stream
- Total cost/rebate by recycling stream
- Average weight per lift – where compactor systems are in place
- Maintenance issues
- Contamination issues
- Non-Compliance issues
- Other relevant issues

Failure to meet reporting deadlines and provide accurate information as requested will be treated as a major breach of contract terms and appropriate action may be taken by JLL.

While JLL requires weight based data, the Specialist Supplier is to report waste and recycling quantities by source system measurement eg weight or volume. Where volume is the source measurement, the Specialist Supplier is to detail a system that allows for a sample of bins on a monthly or quarterly basis, to be weighed. This weight will be supplied to JLL and used in conversion of volumes to weight. Any cost associated with this process is to be borne by the Specialist Supplier. A schedule for weigh-offs is to be prepared in consultation with JLL within one month of contract being awarded.

In addition, the Specialist Supplier is to complete a monthly waste and recycling action plan that for each site. Contents of this plan to be agreed with JLL site managers, but may include the following:

Performance Indicators

The Specialist Supplier is to provide a summary of results achieved in each of the key performance indicators, including the results achieved in all previous months.

Objectives & Strategies

A summary of those objectives that were due to be actioned in the month and all outstanding objectives from previous months is to be provided and an indication given as to their status using the following criteria:

"A" - Actioned. Successful completion of proposed task.

"O" - Outstanding. Yet to be completed work is underway.

"U" - Un-actioned. Work towards attainment has not commenced.

Recommendations/Initiatives

A list of any recommendation made and their current status. Recommendations may include ideas to:

- Limit safety incidents
- Limit costs
- Improve facilities
- Customer Service
- Reduce waste generation
- Improve recycling / diversion systems
- Reduce environmental impacts through changed practices and /or products.
- Improve environmental awareness for stakeholders including tenants, ISC contractor organisation, building management etc

Emergency Planning

Any emergency planning issues.

Changes in Best Practice or Legislation

The Specialist Supplier is to inform JLL of changes in current best practices or legislation or regulations or standards or authority requirements which relate to the Services whether or not those changes directly require any alteration to the Services or the Specialist Supplier's work practices.

Copy of Notice from Authorities

The Specialist Supplier shall give JLL a copy of any notice of any Authority which relates to the services or the Specialist Supplier's personnel.

Recycling System

The Specialist Supplier to report on compliance with the recycling systems in place noting any contamination issues. Recommendations to improve the system are to be detailed.

Integrated Services Performance

The Specialist Supplier is to comment on any aspects of the Integrated Services performance that may be impacting on the efficient operation of the waste/recycling systems.

Training

The Specialist Supplier to report on staff waste and environmental training undertaken and planned.

7.0 SITE ASSESSMENTS

The Specialist Supplier is to conduct a six monthly site assessment. Within one month of letting of the contract the Specialist Supplier is to provide JLL with a schedule for these assessments. The site assessment will include a review of the following:-

- System/equipment efficiency
- Operational issues
- Opportunities for improvement
- Equipment appearance and condition
- Signage
- Compliance
- Environmental issues
- Waste avoidance opportunities

The findings of each site assessment will be reported in writing to JLL promptly after the completion of the site visit.

NABERS Waste Rating System

JLL will be requiring each of their sites to be rated under the NABERS office waste rating system. The Specialist Supplier is to detail how they can assist this process and detail any costs associated with this service.

Each site will need to be reassessed each year.

8.0 CONTRACT REVIEW MEETING

A quarterly formal review meeting will be held between JLL and the Specialist Supplier. During this meeting outcomes of the site assessment will be discussed together with a review of the key performance indicators.

The Specialist Supplier is to prepare a formal performance report detailing performance against each of the terms of this Scope of Services document. JLL will issue a format for this report. The report is to be electronically emailed to JLL two days prior to the scheduled meeting to allow a detailed review to be undertaken.

Failure to comply with this requirement will represent a major breach of the contract terms and may result in JLL taking appropriate action.

8.1 Reduction Target

The Specialist Supplier is to assist JLL in identifying opportunities to improve the diversion of materials from landfill and to maintain the integrity of the recycling systems in place.

The Specialist Supplier is to monitor the percentage diversion of waste from landfill on a monthly basis and develop with JLL strategies to assist the Property in achieving their diversion targets.

9.0 PAYMENT

The Specialist Supplier is expected to have costed into its Agreement Fee the cost of providing all labour and equipment necessary to adequately perform all functions as outlined in this document and in their tender submission.

10 PERFORMANCE INDICATORS

JLL aims to ensure the Specialist Supplier performs the nominated contract works to the required standard. The performance of the Specialist Supplier will be compared with the nominated performance indicators on a monthly basis and formally reviewed at the quarterly review meetings. If it is determined that the Specialist Supplier is not meeting the required standard of performance the Specialist Supplier must submit to JLL within seven (7) days an action plan detailing how performance will be improved to meet the required standard. Failure by the Specialist Supplier to meet the performance indicators for three consecutive months or for any three months in a six monthly period may result in termination of the contract in accordance with clause 7.4 of the Specialist Services Agreement.

Where the Specialist Supplier is delivering consistently high standards of service in line with the performance indicators, JLL may at its discretion offer the Specialist Supplier an extension of the contract period. The details to be agreed between JLL and the Specialist Supplier. This process may continue at JLL's discretion.

The following performance indicators are proposed:

- Clearance of waste and recycling systems in line with the agreed service schedule.
- Nil spills of waste or recycling during transport and collection of materials.
- Nil environmental incidents in relation to the waste and/or recycling managed for JLL.
- Submission of monthly reports in the required format and within the required timeframe.
- Accurate and clear monthly invoicing.
- All supplied equipment to be maintained in good order and in compliance with all relevant legislation and codes of practices.
- Active participation in the monthly meetings including provision of site assessment report and suggestions on improvements to waste and recycling systems.

11. ANNUAL REPORTING

The Specialist Supplier shall present an annual report as follows:

a. Risk Management Plan

The specialist Supplier will provide an updated risk management plan reflecting any changes in operational procedures, organisational structure or systems re-configuration.

b. Staff Training

The Specialist Supplier must provide an updated training register indicating the current status of training and qualifications for all staff employed in servicing this contract. Particular focus will be placed on waste and environmental training.

c. Compliance Sign Off

The following compliance sign off must be received on the Specialist Supplier Company letterhead pertaining to the current year.

In respect to services provided to JLL managed property <<Name of Property>>, we wish to confirm that this company has not as at the <<Date>> day of <<Month & Years>> been in breach of any Environmental or Occupational Health and Safety Legislation.”

12. TRAINING

The Specialist Supplier is to detail the level of training provided to employees involved in the performance of this contract.

Specific areas to be addressed include:

- First Aid
- Occupational Health and Safety
- Emergency procedures
- Incident reporting
- Customer service
- Waste management
- Environmental awareness
- Job specific

13. TENDER TO INFORM ITSELF

The Tenderer must and is deemed to have:

- i. examined the Tender Documents, the Property(s) and its surroundings and any other information made available in writing to the Tenderer for the purpose of tendering;
- ii. examined all information relevant to the risk, contingencies and other circumstances having an effect on its Tender and which is obtainable by making reasonable enquiries; and
- iii. satisfied itself as to the correctness and sufficiency of its Tender and that its price covers the cost of complying with all the requirements of the Tender Documents and of all matters and things necessary for the due and proper performance and completion of the work described in the Tender Documents.

14. SITE INSPECTIONS

All Tenderers are required to attend a site inspection of each of the Properties they wish to tender for. Tenderers are to contact the site to arrange these visits. Site contact details are noted in the 'Invitation to Tender' letter.

15. EXISTING SYSTEMS AND QUANTITIES

Attachment A and B provides details of the systems currently in place at each property and an indication of current quantities.

The information presented in **Attachment A and B** is based on current systems and information gained from cleaners and current invoices.

While every effort has been made to provide tenderers with accurate information, JLL and its consultants do not guarantee the accuracy and completeness of this information and tenderers must rely on their own enquiries in preparing and submitting their tender.

Total Price Fee

Tenderers are to provide a fixed fee including all services and consumables related to the equipment and scope of services offered. This is to include consumables such as string for balers; maintenance of equipment; setup of equipment; delivery of equipment etc.

Maintenance

Scheduled maintenance for all equipment specified is to be included in the fixed fee. Details of the maintenance schedule are to be included in the tender submission.

16. SERVICES PROPOSED

Tenderers may respond in terms of the total portfolio or for individual properties. Responses however, must address the total waste and recycling management for the site.. JLL requires one point of contact for all waste and recycling services.

The Specialist Supplier shall submit pricing for each service offered for each Property and a total all-up fixed fee. JLL's preference will be for a fixed fee contract. Where pricing is dependent on any condition, such as gaining a minimum number of properties, this condition must be stated clearly in the pricing schedule. JLL reserves the right to hold further discussions with individual tenderers.

JLL have implemented a variety of systems within their tenancies over the past three years. These are working effectively. The Specialist Supplier is to tender on the basis of the systems in place. Where the specialist supplier believes that an alternative system would deliver increased diversion, then details and costings of this alternative are also to be provided.

JLL wish to maximise diversion of waste from landfill. The Specialist Supplier is encouraged to propose innovative solutions to assist JLL achieve this objective. As an indication, the following waste and recycling streams have been identified as possible requirements for the properties:-

- General Waste
- Grease trap
- Paper Recycling (non-confidential)
- Cardboard Recycling
- Co-mingled Recycling
- Office paper/co-mingled recycling
- Organics processing
- Hard waste eg crates; timber frames; pallets etc
- E-waste
- Batteries
- Toner cartridges
- Fluorescent tubes
- Used cooking oil
- Cooking oil tins
- Mobile telephones
- etc

The Specialist Supplier is to provide details of where each waste / recycling stream is to be directed.

17. EQUIPMENT IMPLEMENTATION PLAN

An overview of the equipment to be located on site is required as part of the tender. This overview is to include details of the following:-

- List of equipment for site
- Proposed location for each piece of equipment
- Outline regarding the appropriateness of the available space
- Equipment implementation plan, including date for delivery, commissioning time and activity required on site as well as the date at which the equipment will be able to be in use to its full capacity.

Where the lead time for the required equipment exceeds the contract start date, the Specialist Supplier is to detail how the contract will be serviced during the equipment lead time period.

The plan for implementing required training to JLL staff shall be included in the equipment implementation plan.