

## PLAN OF MANAGEMENT (PROPOSED)

### BRADLEY STREET CO-LIVING

61-63 BRADLEY STREET GOULBURN NSW 2580

November 2024 REVISION A

### CONTENTS

1	BACKGROUND	
2	COMMITMENTS	
3	ACCOMMODATION REGISTRATION	
4	INFORMATION TO BE KEPT BY MANAGEMENT	
5	GUEST IDENTIFICATION	
6	MANAGER/OWNER'S RESPONSIBILITIES	
7	VISITORS	
8	COMPLAINTS	
9	ONGOING MAINTENANCE	
10	WASTE MENAGEMENT	
11	CLEANING	
12	ROOM FURNISHING	
13	PUBLIC LIABINITY INSURANCE	
14	ENERGY EFFICIENCY	
15	FIRE SAFETY	
16	SAFETY AND SECURITY	
17	WORK HEALTH AND SAFETY	
18	HOUSE RULES	
19	ACOUSTIC MEASURES AND CONTROLS	

## 1.0 BACKGROUND

This Plan of Management (POM) has been prepared by the applicant to ensure that the development provides an acceptable level of amenity for neighbouring properties and for all guests within the building. The POM is a statement of commitments that will form part of the development consent issued by Goulburn Mulwaree Council. The POM will be bound by the conditions of consent, and it will be the responsibility of the Operator, now and in the future, to comply with the requirements laid out herein.

The primary objectives of the POM are as follows:

- To minimise unreasonable disturbance to guests and adjoining residents.
- To provide a procedure to receive and resolve complaints
- To maintain the internal and external appearance and cleanliness of the premises
- To ensure a person is readily contactable to assist in the ongoing implementation of this POM.
- To ensure the POM is enforceable by the Operator and Goulburn Mulwaree Council (GMC)
- To make provision for this plan to be amended as required with GMC approval to facilitate responsive operational changes to improve guest amenity.
- To ensure the use of the building will be controlled by the POM and the House Rules
- To give effect to the occupancy principles under the relevant acts and regulations

## 2.0 COMMITMENTS

1. The building will not be strata title subdivided and there will be no Residential Tenancy Act agreements in place for guests.
2. It is the responsibility of the Operator to ensure that the development operates in accordance with the terms of this plan as well as all conditions of development consent granted by GMC.
3. A copy of this plan is to be retained on GMC's Development Application file, Construction Certificate and property file.
4. The development shall be restricted to 30 studio rooms having floor areas between 20.39m<sup>2</sup> and 24.15m<sup>2</sup> plus wet areas and 2 accessible rooms having areas of 21m<sup>2</sup> plus a fully accessible ensuite and kitchenette area.
5. At no time is any room to be advertised or made available for short stay accommodation such as that associated with backpacker hostels, motels, hotels or the like.

### **3.0 ACCOMMODATION REGISTRATION**

1. A hard copy of this POM is to be provided to each new guest upon arrival. Failure to adhere to this POM and the House Rules will result in the termination of the Occupancy Agreement.
2. Each guest is to be registered by the Operator and a copy of the POM is to be signed by all guests.
3. An accommodation register will be maintained providing details of all tenants, length of stay and payment details. Payments will be due on Friday of each week and can be made by direct deposit or credit card. Failure to pay the rent will automatically result in the suspension of the access card / code.
4. Each tenant is to sign an Occupancy Agreement and House Rules Agreement, and the minimum term can be 3 months, 6 months or 12 months. A copy of the Occupancy Agreement and House Rules Agreement will be given to the tenant.

### **4.0 INFORMATION TO BE KEPT BY MANAGMENT**

Upon arrival, guests are issued with an information sheet providing general information about the premises and a document entitled "House Rules". A duplicate copy of the relevant information will be signed by the guest as acknowledgment that they have received the information and is to be kept with the Occupancy Agreement held by the Operator to verify that the materials have been issued. The information will be updated every 12 months.

### **5.0 GUEST IDENTIFICATION**

1. The guest will require photo ID (e.g., typically either passport or drivers' licence). Where the person is an Australian citizen and does not hold a driver's licence then an alternative ID will be required. ID without a photo such as a medicare card maybe accepted.
2. The Operator will retain a register of guests, including the guests name and any contact details.

## **6.0 OPERATOR'S RESPONSIBILITIES**

1. The Operator will be required to induct guests on site when guests are booked into the facility.
2. The Operator shall be familiar with and aware of their responsibilities under all relevant legislation governing the use and operation of the co-living facility, including but not limited to - The Work Health and Safety Act 2011, the Work Health and Safety Regulation 2011 and the Innkeepers Act.
3. The Operator shall be responsible for reception operations, keeping records and ensuring the building and all common areas are in an excellent state of cleanliness.

## **7.0 VISITORS**

1. No more than 1 adult tenant shall be permitted in any room. Visitors to the premises are only permitted between 9am and 9pm.
2. Any tenant inviting visitors to the premises must accept full responsibility for them and their behaviour.
3. Greater occupancy of the suite by people other than those registered will result in the termination of the occupancy agreement.
4. Any guest inviting visitors to the premises must accept full responsibility for the visitor and their behaviour.

## **8.0 COMPLAINTS**

1. The Operator is responsible for recording any complaints, including complaints from guests, in a complaint register.
  - The time and date of the complaint along with the name of the person making the complaint must be logged in the register.
  - The register must be always available for approved officers of GMC and police to review upon request.
  - The register must log the type and nature of the complaint and,
  - Record action taken to address the complaint and when that action was taken.
2. The Operator will be available on a 24/7 basis, while there are guests in residence, to deal with any complaints relating to the operation and management of the premises.
  - All complaints shall be initially addressed by the Operator within 24 hours of notification.
  - The complaints register is to be made available to the Police and Council upon request.
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3. In the event of a dispute with an external party,
  - The Operator will initially attempt to resolve the dispute.
  - If the dispute still cannot be resolved, then the Operator will refer the matter to the Community Justices Centre for mediation or arbitration.
  - In the event of a dispute between guests, the Operator will attempt to negotiate a resolution between the two guests.
  - If the dispute cannot be resolved then the Operator will make a determination regarding the dispute, and the resolution will be binding on the guests.
4. If a guest does not agree with the Operator's decision, they have the right to take the matter to arbitration through the Community Justice Centre for mediation or arbitration.
5. Costs of this action are to be borne by the guest.
6. Guests will have a period of twenty-one (21) days after the Operator's decision to lodge a complaint with the authorities.

## **9.0 ONGOING MAINTENANCE**

1. Pest control by a professional contractor shall be carried out at least once a year.
2. The external presentation of the premises is to be maintained to a high standard with all surfaces to be cleaned and painted, as necessary.

## **10.0 WASTE MANAGEMENT**

1. The Operator will be responsible for checking waste and recycling bins daily. Any collections from common areas will be taken to the main council supplied bin located in the waste bin area.
2. All tenants shall be responsible for depositing their waste in the receptacles provided and are to deposit recyclable waste, paper/cardboard and bottle/can in the receptacles provided.
3. The Operator is responsible for placing the waste and recycling bins on the kerb side location on collection day and for returning the bins to the collection area once emptied. The Operator is also responsible for cleaning the bins.

## **11.0 CLEANING**

The common areas, reading room and common courtyard are to be professionally cleaned by a contractor at least once a week.

## **12.0 ROOM FURNISHING**

1. Rooms will be fully furnished, and no tenant may bring their own furniture to the premises. Each room shall be provided with:
  - Purpose built divan lounge that converts to a single bed with waterproof cushion/mattress and storage under.
  - Small Wardrobe.
  - Small Mirror.
  - Coffee table.
  - Suitable lighting including night light.
  - Waste receptacles including recyclables.
  - Curtains/blinds or other privacy devices.
2. The tenant shall advise the Manager of any broken furniture or faulty services within each room. The Manager shall be responsible for replacement of furniture as required.
4. Each tenant shall permit the Manager access as required to check cleanliness, condition of furniture and maintenance of services (fridge, cooktop and oven). The Manager must give each tenant at least 1 days' notice of an inspection.
5. The laundry in each room will include the required provision of energy efficient washer/dryers and tub.

## **13.0 PUBLIC LIABILITY INSURANCE**

The Operator will be required to maintain a public liability insurance policy cover of \$20 million dollars.

## **14.0 ENERGY EFFICIENCY**

Any replacement of fixtures, fittings or appliances will be in accordance with the required energy ratings of the approved BASIX, NATHERS and Section J of the BCA ratings.

## **15.0 FIRE SAFETY**

1. A copy of the annual fire safety compliance statement shall be displayed in a prominent location. Essential fire safety measures are to comply with the building code of Australia
2. Mattresses, curtains and furniture will be constructed of material that resists the spread of fire and limits the generation of smoke and heat. Standards are to be compatible with the requirements of similar establishments.
3. An evacuation plan must be clearly displayed in each room and the common rooms. A floor plan must be permanently fixed to the inside of the door of each sleeping area clearly indicating the required escape routes.
4. The Operator's contact phone number must be clearly displayed at the entrance of the premises whilst also being available in each room. Emergency contact details (police, fire, and ambulance) as well as utility information (gas electricity, hydraulic) are also to be clearly visible in each room.
5. Annual certification of Fire Safety Equipment is to be carried out by a certified fire safety consultant. Annual certification required of any of the equipment is overseen by the Operator.

## **16.0 SAFETY AND SECURITY**

1. A unique key card/ access code or pin will be issued to all guests with no additional cards/ codes/ pins to be issued to visitors. The same access method will be used to enter the site and the building.
2. Any guest failing to observe the rules, and any cases of serious misconduct will be dealt with by the Operator who may require the guest to leave the premises. Examples of serious misconduct include but are not limited to;
  - Drug and alcohol abuse
  - Sexual, racial or religious harassment
  - Theft
  - Violence

Guests are to advise the Operator if another guest is performing any illegal act on the property. The Operator shall call the police or appropriate authority in such instances.

## **17.0 WORK HEALTH AND SAFETY**

1. The Operator must be aware of their responsibilities under legislation governing work health and safety including but not limited to the Work Health and Safety Act 2011, Work Health and Safety Regulation 2011 and the Innkeepers Act.
2. The Work Cover website lists the Acts and Regulations and other helpful information relevant to the running and operation of the facility.

Visit [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)

## **18.0 HOUSE RULES**

1. No unauthorised or illegal drugs are permitted on the premises – No Party Policy
2. No live or amplified music is permitted in the common open space areas. Music is allowed within the individual rooms; however, volume cannot be audible beyond the confines of the room.
3. The common open space areas are not to be used between 10pm and 7am.
4. The premises are non-smoking. This includes within each room, bathrooms, the courtyard areas and the common areas.
5. In the event of lost access codes/ cards or passes, new passes and codes will be issued for a designated fee displayed in the reception area. The original access code/ card/ pass will be disabled immediately the Operator is notified.
6. Rubbish is to be placed in the bins provided. There is a no littering policy for the common spaces.
7. No parties are permitted on the premises unless attended by the guests only, and only subject to prior approval from the Operator. The Operator reserves the right to impose conditions in relation to the proposed social event at their discretion.  
Conditions may include but not be limited to;
  - Hours for the event
  - Dress code
  - Type of food to be served
  - Where the event may be located
  - Whether alcohol is permitted
  - Whether music/ audio visual/ live music is permitted
8. The Operator at their absolute discretion may ask a person to vacate the common areas at any time.
9. There is always a strict no pet policy for guests in force, no exceptions.

## **19. ACOUSTIC MEASURES AND CONTROLS**

The following ongoing management controls are to apply:

- The outdoor common area ceases use after 10 pm daily and that this forms part of the house rules. Additional House Rules/Management Procedures required to address potential noise emission by the guests may be implemented as required.
- Consideration must be always shown to other guests and neighbouring premises. Noise will be required to be kept to a minimum. Television and radio volumes must be kept low. NO EXCESSIVE NOISE is permitted at any time in the common areas.
- Any problem or complaint must be reported to the Operator immediately and procedures outlined in Section 8 followed.



- Guests are not to interfere with the reasonable peace, comfort or privacy of neighbours or other guests or any person lawfully on the premises, nor to cause or permit nuisance with a will to destroy the harmony of the building. Offenders will be asked to leave the premises immediately.
- The Operator reserves the right to evict any guest instantly who fails to abide by the house rules. Such action is enforceable by law, police assistance will be used if required.
- External recreation spaces will not be occupied after 10pm.

NOTE: Unlike industrial noise, the determination of noise emitted from this development (or any private residence) is not assessable against any established quantitative criteria. Instead, the emitted noise of the development, be it from within the building or from the external common areas, is enforceable under the same noise emission conditions applicable to the general community. Common areas will be further passively controlled by signage and actively managed by the Operator of the building who will monitor and ensure the guests are made aware of the house rules and behave in a reasonable and considerate manner.