

VISITING SOLICITORS' ROOMS

Four Visiting Solicitors' Rooms are located on Level 1, 170 Philip Street, Sydney and are available free of charge to solicitor members for their use as an occasional base for working in the city or for small meetings (up to a maximum of six attendees). These rooms are not to be used for mediation or arbitration purposes. If you would like to use the Law Society facilities for these purposes, rooms are available for hire on Level 12.

The Law Society wants Solicitor Members and their guests to feel welcome to use the rooms and to enjoy them. We are mindful that the rooms adjoin the library and are near other meeting rooms. These terms and conditions are designed to facilitate the smooth running of the Law Society facilities to the benefit of all the people using them. Your cooperation is greatly appreciated.

VISITING SOLICITORS' ROOMS TERMS & CONDITIONS

1. Parties: These terms and conditions are entered by:

The Law Society of New South Wales ACN 000 000 699 ("The Law Society/Our /We/Us"); and

The Room User: who must be the Solicitor member and any guest/s of the Solicitor member. ("You/Your").

- **2. Rooms:** The Society will, subject to these Terms & Conditions, make available to you the rooms located on Level 1, 170 Philip Street ("rooms").
- 3. Booking: A request for a booking for any room ("booking") is not confirmed until we have received the booking online at the booking portal (https://apacapi.priava.com/api/law_society_nsw-level1/booking.html#!/login) or by telephone to The Law Society reception staff on [02 9926 0333] or in person at The Law Society reception desk on Level 3. A booking will be accepted by us in our sole discretion. Generally, bookings are made on a first in first served basis however, we may allocate rooms based on needs and circumstances: for example to a person with a disability or to a pro-bono service. In all cases, we reserve the right to reject or accept a booking and later review and refuse that booking if in our opinion circumstances so warrant.
- **4. Terms of Use:** You must only use one room at any one time. In addition, you must only use the room that has been allocated to your booking and not any other room. If your allocated room is unavailable at the time of your arrival, you should wait outside the room or speak to reception staff on Level 3.
- **5. Fair Use**: It is our intention that all Law Society Members and their guests should have an equal opportunity to access the rooms. You acknowledge that it is unreasonable to monopolise the use of a room and that use is to be on an occasional, ad-hoc basis. You undertake to use the rooms fairly.
- 6. Membership Requirements: Rooms are available to Law Society Members and their guests only. It is a condition of use that a Law Society Member makes the booking and is in attendance for the duration of the booking. If you fail to honour this condition, the booking will be cancelled immediately, and you and your guests will be required to leave the rooms.

- **7. Hours:** You may use the rooms at the times and for the durations specified by us. The rooms are available between 8.00am and 4.45pm, Monday to Friday. You will commence and conclude your use of the rooms at the times specified by us.
- 8. Attendees: A maximum of 6 people may attend a room at any one time.
- 9. Services: We provide you with:
 - A. Seating: Seating for a maximum of 6 people;
 - B. **Telephone and teleconferencing capability:** A telephone with teleconferencing capability is available. You may make standard local calls free of change. Requests for long distance telephone calls must be put to us in writing at the time you submit your booking. Long distance telephone calls will be charged to you at cost. You must provide valid credit card details at the time of submitting your request to make long distance calls. You agree that the cost will be charged to your nominated credit card. We reserve the right to refuse to allow long distance telephone calls at our sole discretion;
 - C. **Stationery**: A limited supply of stationery is available;
 - D. **Photocopying:** Self-service photocopying is available at the rate of 25 cents per page. You must make payment at the Library desk. You may pay be cash, cheque or EFTPOS. This minimum EFTPOS charge is \$10.00.
 - E. **Wi-Fi:** Wi-Fi is available, provided that you have a laptop, tablet or phone with Wi-Fi capability. You may request the password at the Library desk. We do not provide Wi-Fi printing services.
 - F. **Food and Beverages**: Tea, coffee and water are available and may be requested by dialing ext. 228 on the room phones provided upon arrival. Unless we agree otherwise, you are not permitted to bring any food or beverages onto our premises or remove any food or beverages from our premises.
- **10. Administrative Support Not Provided:** The Library and Shop staff do not provide support services to you. This includes but is not limited to bookings, catering, cleaning, photocopying, faxing, teleconferencing, scanning, printing and other general secretarial support.
- 11. No Use for Mediation and/or Arbitration Purposes: You must not use the rooms for mediation or arbitration purposes. You must not use the rooms for any purpose for which 'party breakouts' or 'party to party negotiations' are required. If we form the reasonable view that the rooms are being used for such a purpose, we reserve the right to relocate you to a meeting room on Level 12, provided that such a room is available, and to charge you the current room hire fee which you agree to pay. If you refuse to pay or to be relocated to the rooms on Level 12, you must leave our premises. Failure to do so will result in a security escort off our premises.
- 12. Etiquette: While you are using the rooms, you must;
 - A. **Consideration:** Be mindful of library patrons who share the adjoining space:
 - B. **Transfer of Noise:** Close the door and ensure it remains closed to minimise the transfer of noise;
 - C. **Conversation**: Keep your conversations whether they are face to face or by telephone to a moderate level;
 - D. Enter and Exit Quietly: When you are entering and exiting the rooms keep any conversation to a minimum.
- **13. Guests**: Guests of solicitor members must be accompanied by a solicitor member at all times while they are on Level 1. Guests who are not accompanied by a solicitor member will be escorted to reception at Level 3 or off our premises. The adjoining library must not be used as a waiting room for guests.
- **14. Your Property:** You must remove your property at the end of your booking. If your property is not removed, we reserve the right to store items pending collection by you or forward items to you by courier at your cost. We are not liable for any loss, destruction or damage to any of your property.
- **15. Decoration:** No items are to be nailed, screwed, stapled or adhered to walls, doors or other surfaces in our premises. No explosive cannons, smoke machines, internal fireworks

- or free-floating balloons are permitted. Any signage in common areas is subject to our approval.
- **16. Filming and Photography:** You must obtain our prior written consent to any filming or photography on our premises and must comply with any requirements we impose.
- 17. Compliance: You are responsible for compliance with all applicable laws and regulations, and any guidelines, policies and protocols we may provide you with, in relation to your booking and the compliance and orderly behaviour of your employees, agents, contractors and guests. The Law Society reserves the right to intervene as we consider appropriate including, without limitation, adjusting any set-up to ensure compliance with fire, health and safety codes. Our premises are strictly non-smoking.
- **18. Force Majeure:** The Society is not liable for any loss or damage to you if we are unable to hold the booking due to an act of God, act of public enemy, war, earthquake, riot, flood, explosion, compliance with any law or government order, strike, lock out or any other cause not reasonably within our control.
- 19. Liability: You are liable and indemnify us for any loss, destruction, damage or injury to any person or property and for any claim, liability, loss or expense suffered by us which is caused or contributed to by you or your employees, agents, contractors or guests.
- **20. Insurance:** It is your responsibility to obtain appropriate insurances and to provide us with a certificate of cover on request.
- 21. Privacy: We respect your privacy and the confidentiality and security of personal information provided by you to us. The provision of your personal information in connection with your booking will be subject to the Personal Information Collection Notice appended hereto. How we handle your personal information is explained in our Privacy Policy linked at the foot of our website.
- **22.** Cancellations & Amendments: Cancellations or changes to bookings may be made by phone to reception on 9926 0333 or by email to reception@lawsociety.com.au.
- 23. Review: These terms and conditions are subject to review.
- **24.** Law: These terms and conditions are governed by the laws of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

By completing this form you are providing personal information to the Law Society of New South Wales ACN 000 000 699 ABN 98 696 304 966 (we, us, or our).

Who do we collect the personal information from?

We generally collect your personal information directly from you. However, in some cases, we may receive your personal information from a third party (for instance if we receive a complaint) and when it is relevant to our statutory responsibilities (for instance other regulators who have dealt with you).

For what purposes do we collect personal information?

We collect your personal information to:

- fulfil our functions and responsibilities under, and facilitate compliance with, the Legal Profession Act 2004 (NSW), legal profession legislation (as defined in the Legal Profession Uniform Law Application Act 2014)), the Corporations Act 2001 (Cth), the Professional Standards Act 1994 and associated regulations (which require and authorise us to collect certain information) including to maintain regulatory and corporate records;
- fulfil our role as a professional association including:
 - maintaining membership records
 - communicating with you to offer products, services and events and when you obtain a product or service or come to an event
 - o to conduct research and provide public representation; and
- provide information to third parties as authorised or required by law.

What if we didn't collect this personal information?

Without your personal information we may not be able to process your application or request, perform our statutory functions or provide you with some or all of the services of the Law Society as a professional association.

Who are the types of bodies and persons to whom we usually disclose your personal information?

Your personal information may be provided to:

- entities distributing information relevant to you as a legal practitioner or member of the Law Society;
- subsidiaries of the Law Society, the College of Law, Lawcover and other professional indemnity insurers and practising certificate funders;
- our professional advisors and contractors (strictly on the basis that the information is to be used only for providing services to the Law Society and must not be disclosed);

- Australian regulators and government entities (such as the Office of the Legal Services Commissioner) and overseas regulators; and
- organisations that represent the legal profession such as the Law Council of Australia and Regional Law Societies.

Disclosure overseas

If you practise in a foreign country (or apply to do so) we may send your personal information overseas in response to an inquiry from the relevant authority in that place.

You can access and correct your personal information

Our privacy policy contains information about how you may access your personal information and seek correction of such information; as well as how to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. Our privacy policy is accessible here.

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