

TENANT DESIGN CRITERIA MANUAL



B A Y W E S T

T H E P U L S E O F T H E B A Y

The tenant design criteria manual forms part of the lease.
Failure to comply with the requirements listed could be considered a breach of lease.

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PROPERTY FUND

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ANNEXURES ATTACHED

1.	ELECTRICAL CRITERIA AND INSTALLATION DOCUMENT – TENANT BASE SPEC FOR LINE SHOPS	ANNEXURE E – EL	1 June 2012	REV 4	PAGES 1-2
2.	ELECTRICAL CRITERIA AND INSTALLATION DOCUMENT – TENANT BASE SPEC FOR RESTAURANT	ANNEXURE E – ER	1 June 2012	REV 4	PAGES 1-2
4.	HVAC – AIR CONDITIONING AND VENTILATION DESIGN SPECIFICATION FOR LINE SHOPS	ANNEXURE E – ACL	2012	REV 4	PAGES 1-2
5.	HVAC – AIR CONDITIONING AND VENTILATION DESIGN SPECIFICATION FOR RESTAURANTS	ANNEXURE E – ACR	2012	REV 4	PAGES 1-2
6.	FIRE – BASE SPEC FOR PREMISES	ANNEXURE E – F	8 OCT 2010	REV 0	PAGES 1-2
7.	SIGNAGE CRITERIA	ANNEXURE E / 2	6 JULY 2010	REV 1	PAGES 1-4
8.	REGULATIONS REGARDING GEYSER INSTALLATIONS	ANNEXURE E / 3	20 Oct 2010	REV 1	PAGES 1-2
9.	OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN	ANNEXURE E – OEMP		REV 1	PAGES 1-10

1. TENANT INSTALLATION

1.1 INTRODUCTION

The purpose of this manual is to provide the tenant, his store designer or architect with the necessary parameters for the design of the tenants own premises, as well as serving as an introduction to the standard of finishes required by the landlord. These regulations govern the standards of presentation and installation by all tenants in the Centre and have been formulated to ensure that tenants derive the maximum benefit from trading. It is the landlord's intention to achieve attractive and distinctive store designs so as to create a shopping environment which appeals to and attracts customers.

The tenant design criteria manual is an annexure to signed lease. Failure to comply with the requirements listed will constitute a breach of lease.

This document serves to provide the Tenant with a comprehensive understanding of the roles, functions, rights and obligations of both the Landlord and the Tenant in the process of constructing, shop fitting and completing the Tenant's premises.

1.2 DEVELOPMENT AND PROJECT TEAM

1.2.1 BUILDING

BAYWEST MALL will be a regional shopping Centre to service this community and will encompass approximately **85 776 m²** rentable area.

1.2.2.1 ARCHITECTS

Contact	:	DHK Architects
Contact	:	Jacques Croecamp
Telephone	:	021 421 6803
Fax	:	021 421 0670
E-mail	:	jacques@dhk.co.za

1.2.2.2 LEASING CONSULTANTS:

Contact	:	Baywest Mall
Contact Person	:	Priscilla Govender
Telephone	:	041-4920330
E-Mail	:	priscilla@baywestmall.co.za

1.2.2.3 TENANT CO-ORDINATOR:

Contact Person	:	Hendrik Duminy
Telephone	:	0872857749
E-Mail	:	hendrik@baywestmall.co.za

1.2.2.4 CENTRE MANAGEMENT:

Contact	:	Centre Management - Baywest Mall
Contact Person	:	Priscilla Govender – General Manager
Telephone	:	084 400 2416
E-Mail	:	priscilla@baywestmall.co.za

1.3 IMPORTANT TENANT INFORMATION

Tenants are required to pay attention to the following:

- 1.3.1 Tenant's information is required by date of issue of the TRF document, failing which the agreed beneficial occupation will be amended accordingly.
- 1.3.2 No Physical work by the tenant to the retail area may commence, unless the tenant has obtained all approvals.
- 1.3.3 All tenants **must commence** with shop fitting 72 hours after beneficial occupation has been granted.
- 1.3.4 **SHOPPING CENTRE ADDRESS :**
100 Baywest Boulevard
Hunters Retreat
PORT ELIZABETH, 6017
- 1.3.5 Tenants are urged to take due note of Section 8 hereof "**Regulations governing tenants work on site**" and Section 5 "**Occupational Health and Safety Act and Tenant Design Regulations**"
- 1.3.6 Telephone connection and services: Baywest Connect
Contact Details: Leon de Lange
Contact number: 079 917 5149
- 1.3.7 **NO TENANT WILL BE GIVEN BENEFICIAL OCCUPATION OF THE PREMISES or RECEIVE PAYMENT OF THE TENANT INSTALLATION ALLOWANCE UNLESS:**
- A. The tenants interior shop design and signage have been approved by the landlord and installed according to the proposals submitted.
 - B. The tenant has signed the lease and other relevant documentation (not the offer to lease) and paid the lease charges and rental deposit in full.
 - C. Full payment for any variations to the standard shop specification has been received by the landlord.

- D. The tenant's layout has been approved by the local authority. The obtaining of the approval remains the tenant's responsibility.
- E. Tenant allowances will not be released for payment should the original copy of the building inspectors required certificates of compliance not be submitted to the landlord.

IF THE LATE HANDOVER OF BENEFICIAL OCCUPATION IN THESE CIRCUMSTANCES RESULTS IN LATE OPENING OF THE SHOP THE TENANT WILL BE PENALISED AS PER THE SIGNED OFFER TO LEASE.

2. TENANT SUBMISSION PROCEDURES AND REQUIREMENTS

2.1 INTERIOR DESIGN

The interior design of each tenancy must display its own individuality. It is therefore important that each new tenant installation is of the highest quality and that it conforms to modern design trends. Each tenant installation must add to the overall ambience of the Centre.

2.2 SUBMISSION REQUIREMENTS OF TENANTS PRELIMINARY PLANS

The tenant coordinator shall furnish the tenant, upon confirmation of the approved offer to lease, with the TENANT INFORMATION PACK, consisting of the following:

- Base building plan of the store in DWG and PDF which will indicate the position of the DB, Sink unit, lease line, all access points, a section through the store including the mall bulkhead (if any), walls and the roof level
- SOW (Scope of works)
- TDCM and design guidelines

The Lessee is required to appoint an accredited designer, whom will complete an architecturally designed store layout plan, in AutoCAD format.

The submission must be issued to the tenant coordinator electronically and include, dimensioned working drawings for purpose of showcasing and shop fitting, an electrical layout, a lighting layout, as well as a ceiling layout.

Together with the plans, an aesthetical motivation and sample board must be submitted and in addition, a 3D rendering is also required to accompany same.

Drawings must be prepared in accordance with the Tenant Design Criteria Document for the shopping Centre.

Both the lessor and Architect, in conjunction with the Tenant coordinator, as well as the relevant local municipal authorities, inclusive of local council and the fire department, must approve such design drawings and signage proposals, prior to the commencement of fit out of the leased premises.

The Tenant is required, to provide architectural interior design and shop fitting plans and specifications, in conformity with the Tenant Design Criteria Manual, as laid down by the tenant coordinator and architect for the above development

The Tenant is to submit the above requirements to the tenant coordinator within 21 days of base building layout being issued.

Should the proposal be returned to the tenant without landlord's approval, the tenant will have 7 days in which to submit his revised design.

Should the tenant not abide by the above time constraints, a fine of R1000 per calendar day will be imposed and be added to the tenant account and/or deducted from any allowance, unless otherwise agreed by the tenant coordinator.

TENANT DESIGN DRAWINGS SHALL ALSO INCLUDE:

- The tenant name and shop number must be indicated on the drawing
- The name and contact telephone number of the person whom completed the layout plans
- A drawing number and revision date must be included and updated with every release
- Show levels, heights and dimensions, **WHICH MUST BE MEASURED AND CHECKED ON SITE BY THE TENANT'S DESIGNER or SHOP FITTERS.**

2.2.1 SUBMISSION REQUIREMENTS TENANT CHECKLIST

The submission must be in AutoCAD - 1:100 scale and include the following:

2.2.1.1 Floor plan: *The control zone is indicated on the architect's floor layout plan*

- ✓ Demising walls
- ✓ Columns
- ✓ Services
- ✓ Interior partitions and elevations
- ✓ Doors
- ✓ Drainage
- ✓ Storage area's
- ✓ Sections through length and width of shop

2.2.1.2 Finish To Walls Or Partitioning:

- ✓ Type and colour of paint.
- ✓ Type and colour of vinyl or wallpaper (check on availability).
- ✓ Other type of finishes
- ✓ Type and colour of skirting
- ✓ Specify type and dimension fully with lengths, heights and thickness
- ✓ Wall and internal elevations

2.2.1.3 Doors, Frames, Etc.:

- ✓ Dimensioned positions of doors, indicating door swings, sliding doors and roller shutters
- ✓ Size of doors
- ✓ Type of doors
- ✓ Finish to doors (if painted, specify colour)
- ✓ Type of door frame required with details, if necessary
- ✓ Glazed section in walls or partitions - fully dimensioned and detailed
- ✓ Details of any other openings, e.g. sliding hatches, etc.
- ✓ Door furniture: Type - catalogue numbers, finish (check on availability)

2.2.1.4 Floor Finishes:

- ✓ Specify type and colour of all floor finishes

2.2.1.5 Ceiling Plan: *The control zone is indicated on the architect's sectional plan*

- ✓ Height above finished floor
- ✓ Any step in ceiling
- ✓ Materials
- ✓ Grid of suspension Tees
- ✓ Position and type of lights
- ✓ Suspended bulkheads

2.2.1.6 Plumbing:

- ✓ Dimensioned positions of all sanitary fittings required
- ✓ Consult the Landlord's Architects on possible positioning
- ✓ Floor drains & grease traps
- ✓ Drainage, venting, anti-siphonage to the above
- ✓ Any other equipment which requires drainage or venting, e.g. refrigeration equipment
- ✓ Hot water geyser - type and size
- ✓

2.2.1.7 Heavy Loads:

- ✓ Size, weight and position where appropriate
- ✓ Proposed method of transport and route taken to install

2.2.1.8 Electrical:

- ✓ Dimensioned positions in plan and height of all outlets for electricity, telephone and intercom
- ✓ Specify type of outlets
- ✓ Lighting layout to be shown on the ceiling plan, indicating electrical capacities
- ✓ Any special connections for display lighting or shop front lighting
- ✓ Equipment schedule with power requirements and anticipated loading and calculations
- ✓ Position for distribution board
- ✓ Indicate switching requirements for lights
- ✓ Dimensioned positions, accurate details and electrical capacities of other equipment which may require special electrical connections, e.g. cooking equipment, waste disintegrators, refrigeration equipment, compressors, PABX, etc.

Kindly refer to Annexure attached for the complete Electrical specification and criteria for the centre

2.2.1.9 Signage:

Kindly refer to Annexure attached for the complete Signage specification and criteria for the centre

2.2.1.10 Shop fronts:

- ✓ Shop front elevation and section
- ✓ Detailed sections – indicating framing and finish of materials
- ✓ Door position
- ✓ Colour of shop front

Should the landlord agree that the lessee can install their own shopfront, it will be the lessee's responsible to ensure that the selected sub-contractor is compliant with the council's requirements, NBR as well as AAMSA (SAGGA) requirements with regards to the glazing as well as the frame, and the installation conforms to all regulations. Where the installed shopfront deviates from the NBR the lessor should submit a rational design from a competent person.

2.2.1.11 Air-conditioning:

If tenants provide their own air-conditioning, detailed drawings are to be submitted to the mechanical engineer and tenant co-ordinator for approval.

Kindly refer to Annexure AC attached for the complete HVAC specification and criteria for the centre

2.2.1.12 Extraction details:

- ✓ Tenant must issue a detailed drawing to the Architects indicating the ducting route and the position of the proposed penetration for approval. After position for proposed penetration has been approved by the Architects the tenant's contractor can proceed with manufacturing of ducting.
- ✓ The position for the penetration must be marked out on site on the underside of the roof sheeting and 4 (four) 6mm holes must be drilled through the roof sheeting and temporary sealed to prevent water to leak into the shop. The landlord will take no responsibility for any damages that occur due to the above mentioned penetrations leak
- ✓ The tenants contractor should inform the tenant coordinator's that the penetration has been marked out and point it out on site not less than 1 (one) week prior to installation of the ducting to enable the Landlord's roofing contractor to measure and order the required back flashing.
- ✓ The Landlords roofing contractor will cut the required opening in the roof sheeting after the back flashing is on site. **Under no circumstances will the tenant's contractor be allowed to cut the roof sheeting.**
- ✓ Tenant can proceed with installation of ducting. After completion of tenant's installation the tenants should inform the roofing contractor to complete back flashing.

Kindly refer to Annexure AC attached for the complete HVAC specification and criteria for the centre

2.2.1.13 Fire Protection:

- ✓ Smoke detection system
- ✓ Smoke extraction vents
- ✓ FHR positions

Kindly refer to Annexure attached for the Fire Protection specification and criteria for the centre

2.2.1.14 Lease line

Lease line will be determined by the landlord's architect on the basis of SAPOA method of measuring of areas. Lease line will be indicated on base drawing as issued by the landlord's architect. Area certificates will also be issued by the landlord's architect after completion indicating areas as measured off plans.

2.2.1.15 Finishes schedule, sample board, photos and 3D renderings**2.2.2 FAST FOODS AND RESTAURANTS**

- Tenants are required to ensure that the following provisions are made for in their layout plans :

1. Extraction routes and size of duct
2. Position of floor drains
3. Position of grease traps (NO external grease traps are permitted)
4. Macerators must be installed by the all food tenants

2.3 LOCAL AUTHORITY APPROVAL AND OCCUPATION CERTIFICATE:

The tenant shall be responsible for submitting all necessary drawings to the local authorities and licensing authorities and purposes of obtaining approvals, and shall further be responsible for acquiring all necessary approvals, trading licenses and any other permits necessary for the conduct of his business on the leased premises. Plans must be approved by the local authority Fire Department and rational fire Design approval, before construction may commence. The tenant shall also be responsible for obtaining external signage approval from the local authority. The tenant must also note that it is his responsibility to obtain an **Occupation Certificate** from the local authority in terms of the National Building Regulations for the internal layout of the shop. A copy of this certificate must also be handed over to the tenant's coordinator.

2.4 **GENERAL**

- ✓ Work will be carried out in strict accordance with the approved architect base building drawings which must be signed by the tenant, as well as the tenant's approved drawing and no deviation shall be permitted unless written approval has been obtained from both the landlord and the governing authorities.
- ✓ It is the tenant's responsibility to ensure that the base plan, and the as-built dimensions line up. The tenant must do his own "on site" measurements before commencing with final working drawings or construction of their shop. The landlord or his agents cannot be held responsible for any deviations from the base drawing and on site measurements.

3. **TENANT ALLOWANCES AND COST CONTROL**

3.1 **ALLOWANCES**

In order to ensure proper cost control of the project, the tenant is required to issue all deviations from the base building plans via the tenant coordinator who will immediately inform the project quantity surveyor facilitating the calculation of the cost effect of such deviations.

Should the tenants own work require integration and co-ordination with work being undertaken on behalf of the tenant by the principal contractor, a special meeting shall be called in order to agree access dates for the timeous integration of such work. If such notification is not given timeously by the tenant, the costs of rectification for re-erection work, necessitated through late integration, will be for the tenants account.

No instructions given directly to the principal contractor or his relevant sub-contractors will be acknowledged unless issued through the tenant coordinator and the costing of such instruction is verified by the project quantity surveyor.

3.1.2 **TENANTS COSTING**

Once design approval has been obtained, a copy of the approved tenant's drawings as well as the completed "Scope of works" (SOW) will be submitted by the tenant coordinator to the project quantity surveyor for costing. The costing will detail all items of work to be undertaken by the main contractor on the tenant's behalf. Variations to the standard specification requested by the tenant will be costed by project quantity surveyors prior to work being put in hand, and shall:

1. Be at rates agreed with the landlord's principal contractor
2. Include any additional costs that may be incurred, such as escalations, professional fees, development fees, drawing submission fees, finance fees, finance charges, and the like
3. Prior to commencing work on the tenant's premises, the tenant shall pay to the owners 100% (one hundred percent) of the approved costs and proof of payment must be submitted.

Should the initial costing indicate that there is a credit owed by the owners to the tenant, the balance outstanding will be paid on presentation of an original VAT invoice after the lease commencement date.

3.1.2 **SETTLEMENT OF FINAL ACCOUNT**

On completion of the tenant's premises and within 1 working calendar month of such completion, the project quantity surveyor will undertake and complete a final item measurement, on behalf of the tenant, indicating a complete reconciliation between the original cost budget and the final work actually completed.

Once this document is compiled, will the tenant coordinator issue a final cost breakdown which will be presented to the tenant, after which date the tenant will be liable for the final amount outstanding. The project QS's final certificate shall be binding.

The tenant acknowledges that any instruction given by him to the tenant coordinator which constitutes a variation from the base building drawing will incur costs for the account of the tenant.

4. DESIGN CRITERIA AND BASE BUILDING SPECIFICATION FOR LINE SHOPS

The landlord will provide the tenant with a “shell” subject only to the specified inclusions listed below. All shop fitting costs, including internal divisions, will be for the tenants account.

4.1 SHOPFRONTS

It is the landlord's intention to achieve attractive and distinctive store designs so as to create a shopping environment which appeals to, and attracts customers. Tenant are encouraged to be creative in designing unique shop fronts. All retail shop fronts are intended to display merchandise in an interesting and exciting manner. The use of glazed shop front areas, together with integrated signage and lighting, should be an extension of the merchandised area as well as reflect the nature of the store.

All shop fronts shall have a minimum base height above the mall finished floor level of 3500mm.

Should the landlord agree to allow the tenant to install their own shopfront will it be the lessee's responsible to ensure that the selected sub-contractor is compliant with the council's requirements, and the installation conforms to all regulations. Any additional support required, as well as the cost thereof will be for the tenant. Any damage to mall tiles and mall bulkheads, and repairs thereof during the installation of the lessee's own designed shopfront will be for the lessee's account. A full set of work shop drawings will be required from the lessee's shopfront contractor for approval prior to manufacture

The landlord may contribute an allowance per linear meter towards the tenants shop front design and installation should it be agreed that the tenant may install their own shopfront.

Landlord to provide Shopfront from standard Landlord options, at Landlord cost.

Shopfront and signage are the most important design elements of the shop. It displays the image of the shop and must be treated as such. “No bulkhead” scenario will be enforced in this development. Each shopfront must be of the highest design quality, and the design guidelines will be discussed in the concept briefing meeting as stipulated in 2.2. The “envelope” for the shopfront will be issued by the landlord's architect on the base drawing.

4.1.1 SHOPFRONT GLAZING

Shopfronts will be constructed from aluminum extruded sections finished in natural anodized aluminum OR frameless glazing or timber at the landlords discretion. A minimum of 6, 5 mm thick Fadeban PVB Clear Laminated Safety Glass in shopfronts up to 3500mm AFFL, and 4 mm clear float glass over and above – all in accordance with SANS standards.

It will be the lessee's responsibility to ensure that the selected sub-contractor is compliant with the council's requirements, NBR as well as AAMSA (SAGGA) requirements with regards to the glazing as well as the frame, and the installation conforms to all regulations. Where the installed deviates from the NBR he should submit a rational design from a competent person.

4.1.2 GENERAL

Internally installed (behind shopfront line) roller shutter grilles will be allowed – the design and finish to be approved by the architect. Roller shutters installed externally (mall walkway) are not allowed, unless specifically agreed to by the owners.

4.2 DESIGN CONTROL AREA AND MERCHANDISING

To ensure a high standard of presentation, the landlord has established a design control area within the leased premises to a design control line of 1200mm inside the lease line. The design control area includes all display windows, display fixtures, sign materials, lighting, elevated platforms and or lowered soffits all subject to landlords approval.

It must be noted that tenants are encouraged to provide accent lighting to both shop front display as well as display at the rear of the store. These lights are to remain illuminated after trading hours. Exciting and creative merchandising displays will draw shoppers into tenant's shop.

Tenant interiors should reflect a total store design concept by physically extending the shop front theme into the store interior.

4.3 **FLOORING**

The Landlord will provide a power floated concrete floor surface, smooth and level.

4.3.1 **FLOOR LOAD**

The floor structure has been designed for a maximum load of 500kg/m². In the event of a tenant requiring the use of heavy equipment, written permission shall first be obtained from the landlord. The tenant is to supply the landlord with a plan indicating the location, dimensions weight of such equipment, which will be issued to the landlord's structural engineers for scrutiny and approval.

4.3.2 **FLOOR FINISHES**

Power floated concrete floor will be provided ready to receive ceramic tiles. Should tenants make use of any other finish as epoxy and wood laminate, tenants may need to apply a leveling compound to fill up minor undulations. Any changes required by the tenant to floor level or floor structure, will be for the tenant's account. The tenant will be required to reinstate the floor to original specification on termination of the lease.

No chasing of floors may take place without the written consent of the landlord & structural engineer.

It is the tenant's responsibility not to tile over expansion joints and or concrete "cut-joints" in the surface bed, floor finishes must be reflected with proper joints formed over these joints. The landlord or their agents cannot be held responsible for any movement / cracking of finishes taken over these joint. Construction joints in the surface bed must be maintained through the tenants floor finish. Special expansion joints is the responsibility of the tenants flooring contractor and for the tenants cost.

Emphasis must be given to floor designs within the shop. Hard surface materials such as marbles, granites, natural stones and porcelain ceramics are recommended for high volume traffic areas, at entrances and around sales counters. Softer materials such as carpets and natural woods are recommended to define merchandising zones.

Tenants whose operations involve the use of water or other fluids, i.e.: photo finishing, hair salons, restaurants, takeaways, and pet shops must make use of floor drains.

4.4 **WALLS & COLUMNS**

Internal demising walls between shops may be constructed of either brick or block walls, finished with one coat cement plaster and once coat paint primer (no skirting) **OR** drywall partitioning finished with one coat paint primer (no skirting) and will extend to 3700mm high. The choice of wall construction will be at the landlord's discretion. The tenant may elect to increase the height of the demising walls but must leave a gap of 500mm between the top of the wall and the concrete soffit or roof sheeting for the flow of return air for the air-conditioning system. The tenant may install a weld mesh in this area if they so choose.

All brickwork and drywall partitioning inside the shop envelope is to be installed by the tenant at the tenant cost. Any additional plaster and paint required over and above the standard height will be for the tenants cost. All other painting within the shop envelope is to be applied by the tenant and at the tenants cost.

Block/brick and dry walls are at the discretion of the landlord and will be finished with one coat plaster and one coat white paint primer (no skirting).

Tenants may not use the walls for support of any shelving, fittings and the like.

4.5 **DOORS, LOCKS & KEYS (REAR)**

Where rear doors are required by the local authorities, these will be semi-solid fire doors with a thumb turn lock as required. Alteration to the position as shown on the layout drawing will involve additional expense which will be for the tenant's account.

4.6 **CEILINGS**

The landlord may provide the following at the junction of the tenant's store: Mall bulkhead in tenants control zone and cut off point for ceiling installation as indicated on the tenant base layout. NO ceiling shall be provided by the landlord as part of a standard shop unless agreed otherwise with the landlord.

The design level for the ceiling in a shop is at 3500 mm. Any changes to this level needs to be approved by the landlord and any additional charges in this regard will be for the tenants account.

The Lessee is encouraged to complete a ceiling design which will be complimentary to the internal layout.

Any structural elements that may be required to suspend unit from roof trusses must be to the structural engineer's approval. The cost & installation thereof will be the responsibility of the tenant.

The landlord may contribute an allowance towards the tenants ceiling design and installation, should it be agreed with the tenant.

Allowance for sprinkler protection to the tenant's premises has been made, based on a flat ceiling design being completed. One level of mountable sprinklers have been allowed for in the ceiling, and one level of sprinklers in the ceiling void. Should the tenant introduce shop fitting, ceiling features or division walls necessitating an alterations to the standard sprinkler system, these will be for the tenants account.

If the approved shop design has NO ceiling, the credit of the ceiling as well as the ceiling level sprinklers may be allocated to the landlord budget for tenant work required above the ceiling level:

1. Plaster height of walls to be extended to the underside of the soffit or roof
2. Void sprinkler design to be increased, to comply with rational fire design and local authority requirements

The Landlord will undertake an on-site measurement of the work concluded on behalf of the tenant, and will submit a reconciliation between the original cost budget and the final work actually completed above the standard ceiling line. Should the charges exceed the original ceiling and sprinkler allowance, will the extra over cost, be the tenants responsibility to settle. All credits accumulated will be carried over to the tenant's allowance, due and payable at the end of the project.

In the event the Landlord has to provide ceilings, standard control zone bulkhead using standard 1200x600 vinyl clad suspended ceiling, it will be Landlord cost.

4.7 **AIR-CONDITIONING**

The Landlord will provide a basic Air Conditioning system to each tenant.

Kindly refer to Annexure AC (L and R) attached for the complete HVAC specification and criteria for the centre

4.8 **ELECTRICAL AND POWER**

Kindly refer to Annexure E (EL and ER) attached for the complete Electrical specification and criteria for the centre

4.8.1 **ELECTRICAL CERTIFICATE OF COMPLIANCE**

It is compulsory that a certificate of compliance for any work provided by the tenant's electrical contractor will be given to the landlord upon completion of the electrical installation. The as-built drawings shall be to the approval of the landlord's electrical engineer. This is to be done before trading commences.

4.9 LIGHTING

The landlord may contribute an allowance towards the tenants lighting design and installation, should it be agreed with the Tenant.

Kindly refer to Annexure E (EL and ER) attached for the complete Electrical specification and criteria for the

centre 4.10 TELEPHONE

- An unwired telephone point and conduit will be provided within the tenant's premises at the rear of the shop. Any variation resulting in any additional cost will be for the tenant's account.
- **NOTE: The tenant is to complete and submit an application form to Vodacom upon final acceptance of their offer to lease terms and well in advance of the trading commencement date.** The landlord will not accept any liability in this regard.

4.11 PLUMBING

- One wall mounted single bowl stainless steel sink, with wall mounted bib tap and cold water supply only. A PVC trap and a 450mm high white glazed tile splash-back may be provided by the Tenant and to the Tenant's cost. The position may be determined by the Landlord unless otherwise requested by the Tenant.
- The onus is on the tenant to comply with all municipal requirements and should the tenant require to increase the scope of this service or change the intended position of the facility provided, the extra over cost will be for the account of the tenant. Any variation resulting in additional cost shall be for the tenant's account.
- A separate water meter will be provided at the landlord discretion in the position as indicated on the base layout drawing.
- **NOTE: Should the lessee require a geyser within the leased premises, then the lessee will be responsible to supply and install the geyser at the lessee's cost. It will be the lessee's responsible to ensure that the selected plumbing sub-contractor is compliant with the council's requirements, and the installation conforms to all regulations.** (Refer to the Tenant Design Criteria Manual, Attached hereto as Annexure D for guidance).
- Fire Hose Reel's will be installed as indicated on the base tenant layout. Any change required, including the draining of the commissioned water system will be for the lessee's cost, except if the lessee's information is issued to site prior to installation of the FHR.

5. TENANT DESIGN REGULATIONS, COUNCIL REQUIREMENTS and OHS (OCCUPATIONAL HEALTH AND SAFETY)

5.1 TENANT DESIGN REGULATIONS

The Public is advised to make use of the services of **Registered Architectural Professionals** when commissioning the drawing of plans for submission to the Local Authorities.

DESIGNERS AND ARCHITECTS MUST BE REGISTERED PRACTITIONERS WITH EITHER ONE OF THE FOLLOWING:

1. **SACAP** – The South African Council for the Architectural Profession
2. **IDD** - The South African Institute of the Interior Design Professions. IID is the only professional body representing the Interior Design industry in South Africa. The IID is a Member of IFI, the International Federation of Interior Architects & Designers and a Voluntary Association Member of SACAP, the South African Council for the Architectural Profession

The following documents are required for plan submission:

1. Proof of SACAP Registration - certified copy of original SACAP Registration certificate (Council number).
2. Original Compliance Certificate (SACAP/IDoW 0002 - Temp Doc 2010) which must be signed by the Registered Professional and authorised agent/client submitting the plans.
(See DOWNLOADS section of the SACAP website for Compliance Certificate or download from the RELATED LINKS below).

Registration - Licence to Practice

a Person must be registered in terms of sections 11, 13, 18, 19, 20, 21, 22, 23 and 24 of the Architectural Profession Act, No 44 of 2000 with the South African Council for the Architectural Profession (SACAP).

Which Category of Registration can submit building plans to Local Authority or Municipality for approval

Only a 'Professional' registered person can submit building plans, such as -

Professional Architect (Pr Arch)
Professional Senior Architectural Technologist (PSAT)
Professional Architectural Technologist (PAT)
Professional Architectural Draughtsperson (PAD)

5.2 COUNCIL REQUIREMENTS

WHO MUST SUBMIT BUILDING PLANS?

Each and every tenant who are taking up tenancy within the shopping Centre. Any new building, and any alteration made which adds on, or changes the internal layout of a store, or structure of the building must submit detailed plans to the City's (Planning) Development Management Department for approval.

WHAT WILL HAPPEN IF YOU FAIL TO SUBMIT YOU'R PLANS?

If you've chosen to build without having the plans approved, a building inspector is entitled to enter your property and order construction to stop immediately. He could even obtain a court order for the structure to be demolished, at your expense, and you would be liable for legal costs as well. In serious cases, you could be fined or sent to prison.

WHERE CAN I GET AN APPLICATION FORM FROM?

You can get application forms online (www.joburg.org.za) or from the building plan submission counters at the local council office.

Kindly refer to TENANT COUNCIL PACK available from your Tenant Co-ordinators for the centre

5.3 OCCUPATIONAL HEALTH AND SAFETY ACT

We wish to draw your attention to the requirements of the Occupational Health and Safety Act – Act 85 of 1993 and regulations **as amended by Occupational Health and Safety Amendment Act, No. 181 Of 1993**, and in particular The Construction Regulations as promulgated in July 2003, with specific reference to construction regulation with 4(1)(a).

The regulations in the Act give guidelines on things such as toilets, change rooms, first aid, drinking of water, washing facilities, protective clothing, machinery, stacking and packing, ladders, fire, ventilation, lighting, temperature, noise and asbestos. The tenant is deemed to be the employer of the tenant's contractors, and in his own right, to full fill his obligations with his contractors in terms of these regulations. It is the responsibility of the tenant to ensure that his contractors exercise all caution in matters relating to public safety as well as construction safety and for adhering to the requirements of any authority having jurisdiction in this regard. Without in any way relieving the tenant of his responsibility. The requirement 4(1)(a) states that you should supply your contractor with a set of health and safety specifications and the contractor should produce a health and safety plan from that. This health and safety plan should be available in the form of a hard copy file on site. The tenant is solely responsible for the contractors employed by the tenant.

We wish to clarify that the principal contractor for the contract does not have any contractual relationship with you the tenant or with your contractors. This however does not mean that you and your contractor should not adhere and apply to the health and safety legislation. You will require permission for access the site from the principal contractor who should give you and your contractor's staff induction training prior to entering the site.

Please note that no children may be allowed onto the construction site and tenant's contractors may not sleep on the site.

The tenant and his contractors are responsible to supply their own safety equipment, closed shoes (not tekkies), hard hats, harnesses and guardrails.

We need to remind tenants that the new Electrical Installation Regulations require a new COC for the total installation (**OLD** – where additions are made to an existing installation and **NEW** installations).

The tenant indemnifies the Landlord against any claim resulting from the client's effort to address matters as afore said during audits.

The tenant is advised to appraise himself of his responsibility in terms of the OHSA which include *inter alia*:

1. Provision of a safety specification and file (The basic requirement is that every contractor should have a manual, inclusive of policies, procedures, requisite forms, etc. which must be kept on site)
2. Agreement of safety plan with all contractors
3. Regular monitoring of compliance with safety act

Kindly sign this as acknowledgment of this communication as well as confirmation that you will adhere to your duties and liabilities within the Occupational Health and Safety Act – Act 85 of 1993.

6. FIRE PROTECTION

Kindly refer to Annexure attached for the Fire Protection specification and criteria for the

centre **6.1 SPRINKLERS**

- 6.1.1 The sprinkler protection system will be designed by the landlord to meet the relevant insurance and local authority requirements.

6.2 SMOKE DETECTION

- 6.2.1 The landlord will provide a smoke detection system where required by building regulations. The system is designed for a flat ceiling and open plan layout. Should additional detectors be required due to the introduction of internal partitioning, bulkheads and shop fitting then same will be for the tenants account.

6.3 FIRE FIGHTING EQUIPMENT

The landlord will provide all fixed equipment as required by the local fire officer. The tenant will provide loose equipment i.e.: Fire extinguishers, as required by the local fire department and project fire engineer.

6.4 EMERGENCY SIGNAGE

- 6.4.1 Fire equipment, emergency equipment, and evacuation and exit signage is to be provided as required by SANS 1186 to the approval of the local fire authorities and relevant by-laws.
- 6.4.2 First fix signage will be installed by the landlord at the landlords cost. All secondary signage must be erected by the tenant once shop fitting is completed.

7. FAST FOOD AND RESTAURANT REQUIREMENTS

THIS CLAUSE 7 IS TO BE READ IN CONJUNCTION WITH THE ANNEXURE "I" ANNEXED TO THE LEASE AGREEMENT, BEING A COPY OF THE ANNEXURE B TO THE OFFER TO LEASE (BASE SPECIFICATION FOR RESTAURANTS / TAKE AWAYS)

7.1 KITCHEN AND FOOD PREP AREAS (WHERE APPLICABLE)

- Ventilation and lighting to comply with paragraph "O" of the National Building Regulations Act, 1977.
- Floors to be finished in glazed ceramic tiles, skirting's and joints grouted with epoxy based material.
- All floors are to be waterproofed prior to screed/tiling by the tenant to Architect's approval.
- Walls to be tiled full height.
- Ceilings to be installed in all kitchens and prep areas – vinyl clad lay-in ceiling type.
- All services (water, drainage, electrical etc.) to be built into walls. No surface mounted services will be allowed.
- Gas installation to be installed by tenant to architect's approval before submission to council. Tenant shall comply with the regulations applicable to the installation by AFROX our selected gas supplier.

7.2 PLUMBING AND DRAINAGE

- One 110mm plumbing stack will be provided. Any additional first fix drainage must be done by the landlord for the tenants cost.
- All wash-hand basins/sinks to be provided with vent valves.
- Additional floor drains may be incorporated, provided that these can be coordinated with existing services, this will be for the tenant's cost.
- Coring through structural elements to accommodate services will not be allowed without permission from the architect / engineer. Work only to be effected by the Landlord preferred contractor for the tenants cost.
- Pipe work materials, floor drains etc., must be similar to those used in the primary service reticulation and as approved by the local authority.

7.3 GREASE AND OIL SEPARATION, FOOD WASTE DISPOSER FOR RESTAURANTS & TAKE-AWAYS ETC.

- Waste water from pot wash and dishwasher pre-rinse sinks must be connected subject to capacity to a floor mounted stainless steel grease and fat separator. Tenants must maintain and clean these units strictly as required (steel grease and fat separator must be installed within the tenant premises).
- The tenant must submit details of their proposed system to the Architect for approval and must obtain a certificate of approval from the local authorities.
- A food waste disposer unit of an industrial quality shall be supplied and installed by the tenant. The unit to be connected by the tenant to the drainage point provided by landlord. The type and capacity of food waste disposer to be as recommended by the suppliers and to be approved by the architect.
- All the above measures are in the interest of a clean and healthy installation, which will be to the benefit of the Owner, tenant and public.

7.4 ELECTRICAL INSTALLATION – RESTAURANT / FAST FOOD ALLOWANCE

Electricity use will be charged for, from the date of beneficial occupation.

An electrical certificate of compliance with as-built drawings of all electrical installation work provided by the tenant's electrical contractor, shall be given to the landlord on completion of the installation. The as-built drawings shall be to the approval of the landlord's electrical engineer.

Kindly refer to Annexure attached for the complete Electrical specification and criteria for the centre

7.5 LIGHTING

Supplied and installed by tenant's electrical contractor.

Kindly refer to Annexure attached for the complete Electrical specification and criteria for the centre

7.6 POWER

- Each fast food/restaurant will be provided with a separately metered, three phase power supply and distribution board "shell" only (i.e. equipped with main switch and sufficient space for circuit breakers, contactors, time switches etc.). Coffee shops, take-aways and smaller restaurants will receive 100amps and restaurants over 300m² will receive a 150amp DB.
- A surface mounted distribution board will be provided within the tenant's premises. Should the tenant wish to relocate the distribution board to a new position, the additional cost will be for his account. Should the relocation be requested prior to installation it will be installed in the new position free of charge, but the cost for any additional cable will be for his account.
- The cost of additions/alterations to distribution boards, to allow neon signage to be connected to the central fireman's switching system, will be for the tenant's account.
- Distribution board to be equipped by tenant's electrical contractor. All distribution board equipment is to be rated for a minimum fault level of 5kA.
- Power supply to air-conditioning unit will be provided by the tenant.
- All power outlets to be supplied and installed by tenant's electrical contractor. This includes power supplies to extractor fans, cooking equipment etc.

7.7 FOOD AND BEVERAGE FACILITIES

- All pizza ovens are assumed to be electrical and must be connected into a separate extraction duct system. The duct connection between the canopy extract duct and oven will be done by the Main Contractor for the Tenant's account. Power supply to the canopy ventilation system will be by the tenant and not the main contractor.
- No allowance is made for gas/wood burning pizza ovens. Extract fans and ducting to these ovens will be installed by the Main Contractor to the Tenant's cost. The oven will be installed by the tenant for the Tenant's account. Power supply to the canopy ventilation system will be by the tenant and not the main contractor.
- The electrical power supply for canopy extract systems will be fed from the tenant's distribution board. The reticulation from the fan to the board will be done by the Main Contractor to the tenant's account. The termination into the board as well as the provision of the starters and overload protection will be by the tenant for the Tenant's account.
- Any additional requirements over and above the allowance and associated costs of other services will be for the Tenant's account.

7.8 SMOKING AREAS (WITHIN RESTAURANTS, ETC)

Kindly refer to Annexure attached for the Fire Protection specification and criteria for the centre

If tenants require smoking areas, they are to comply with the current local council regulations as well as tobacco products control act as amended. All costs in this regard will be for the tenant's account.

7.9 GREASE TRAPS AND FOOD MACERATORS

Must be provided by individual tenants as required by the local municipality – only "under counter" grease traps will be accepted by the landlord. Details must also be submitted during the tenant submission stages (refer to Section 2).

Macerators to be the industrial type, suitable for the type of operation.

7.10 WATERPROOFING TO WET AREAS

All waterproofing to wet areas such as kitchens prep areas, under cold rooms, and showers will be undertaken by the tenant's professional installation company to the approval of the architect. The cost to be for the tenant's account.

All wet areas that are located on natural ground are considered low risk areas and will not be required to be waterproofed. All other wet areas are to be waterproofed as per the specification below.

- All floor areas to be waterproofed must be screeded to falls – minimum 1:100.
- Outlets should be of stainless steel construction and should be fitted with a Puddle Flange onto which the waterproofing membrane can be fixed. Drainage holes in the outlet are necessary, where indicated, in order to remove the risk of water stagnating under finishes. Only “Rofo” type outlets shall be approved.
- All finishes over should be a minimum of 20 mm thick and must be laid onto a slip layer of two layers thin (non SANS) plastic sheeting.
- Movement joints must be formed around the perimeter and at 2 m intervals within the body. These joints should be taken down to the waterproofing layer and filled with an Elastomeric Sealant compatible with the operation conditions within the area.
- Waterproofing must be taken at least 100 mm up walls above the finished floor level. Where walls are plastered the membrane must be fixed to the parent structure behind the plaster.
- All junctions horizontal to vertical must be covered 50 mm using OPC Mortar and a minimum 200 mm wide reinforcing strip or similar waterproofing membrane must be installed at all changes of direction prior to the installation of the working membrane.
- All shower cubicles must be lined with Borain 5000 Flexible Fibreglass and the walls of the cubicle lined with Superlaycol Polyester Reinforced Membrane prior to tiling.
- All waterproofing details are to be submitted to the architect for approval prior to installation.

7.11 GAS INSTALLATION

‘Pressure Equipment Regulations’ No. 734

Summary: The Minister of Labour published on 15th July 2009, an amendment to the Occupational Health and Safety Act 1993 in respect of the ‘Pressure Equipment Regulations’ No. 734.

Where the tenants requires the use of gas in his premises, he shall apply to the managements selected gas supplier for such supply and shall pay all charges in connection therewith. The use of bottled gas shall not be permitted. All tenants are to comply with the requirements of SANS 10087 – 1 which is the national standard for GAS installations.

All internal reticulation and connection to equipment shall be the responsibility of the tenant and to the approval of management selected gas supplier. It is legal requirement that GAS installations may only be undertaken by licensed GAS installers registered with the South African Qualification and Certification Committee (SAQCC – GAS Pressure Equipment Regulations (PER) a body established by the Department of Labour and administration on their behalf by the Gas Safety Association of Southern Africa.

Gas installers are required to issue the owner with a completion certificate which shall carry the installer’s number and contact details. This certificate is a declaration that the installation complies with the national standard. The owner is also required to sign the certificate indicating that the installer has instructed the owner in the safe operation of the installation and any appliance connected to the installation. It follows that a person not registered with the SAQCC will not be in a position to issue the necessary completion certificate.

It is becoming standard practice for insurance companies to request a copy of the completion certificate before insuring a property, and should the store owner not be able to produce this in the event of a claim, then there is possibility that the claim maybe repudiated by the insurer.

These regulations set out the requirements regarding the design, manufacture, operation, repair, modification, inspection and testing of pressure equipment with a design pressure equal to or greater than 50kPa, in terms of the relevant health and safety standard incorporated into the Regulations under section 44 of the Act.

In terms of the Occupational Health and Safety Act, 1993, the Pressure Equipment Regulations require anyone working on a Gas system to undergo specific training and are registered with the South African Qualification and Certification Committee – Gas (SAQCC Gas) on behalf of the Department of Labour.

8. REGULATIONS GOVERNING TENANTS WORKS ON SITE

8.1 INTRODUCTION

In order to expedite the completion of all Tenant shops with the least amount of inconvenience to all concerned, the following rules and regulations will be applicable to all Tenants upon starting their construction work. These regulations will be enforced to ensure that tenant contractors do not interrupt the normal course of business or public movement.

8.2 COMPLIANCE WITH APPROVED DRAWINGS

The tenant shall execute all work in strict accordance with the approved detailed design development and working drawings, and in compliance with all applicable governing codes and ordinances for their occupancy types.

The tenant will not be permitted to deviate from the approved drawings without specific written approval of the landlord and architect via the tenant co-ordinator.

8.3 OCCUPATIONAL HEALTH AND SAFETY ACT

Kindly refer to SECTION – 5.3

8.4 SECURITY

The risk and benefit of the premises shall pass to the Tenant upon taking Beneficial Occupation of the premises. Tenants are obliged to insure any materials, equipment, goods and shop fittings against any insurable risk including but not limited to damage, theft, destruction etc.

The Landlord shall have no liability for any loss or damage whatsoever, including theft of building materials.

All new tenants will be issued with a panic button, and connected to the panic button alarm system allocated in our Security Offices, if a panic button is lost or faulty and need replacement, it would be for the tenants account. All tenants to apply for a separate security system within the leased premises should they feel the need to.

A CCTV system will be provided by the landlord in the general public and mall areas.

NOTE: TENANTS ARE REQUESTED, IN THE INTEREST OF SAFETY AND SECURITY TO ALLOW VIEWING PANELS SHOULD THEY ELECT TO PAPER UP THEIR WINDOWS DURING SHOP FITTING.

8.5 WORKING HOURS

Tenant's Contractors and Suppliers will be subject to restrictions imposed by the Landlord approved/preferred contractor, in regard to working hours on site.

8.6 PUBLIC SAFETY and INSURANCE

The landlord has effected the necessary contract works and public liability insurance over for all works under the controls of the landlord / principal contractor.

The tenant will be liable for all necessary insurance cover for all works and tenant improvements being executed on site and around the premises by his direct contractors as this work will not be covered under the landlord's insurance policies.

The tenant is to ensure that he and all his contractors and sub-contractors have adequate public liability insurance cover during the Beneficial Occupation period. The landlord reserves the right to request proof from the tenant that such insurance cover is in place and that all premiums are paid up to date. The Tenant shall, upon request, present proof of full insurance cover.

8.7 PROTECTION OF THE WORKS AND MAKING GOOD TO DAMAGE

Tenants contractors or shop fitters damaging the development or other tenants construction or finishes shall be made good by the landlord's contractors and charged for at the rates determined by the development QS, all for the tenants expense. The Tenant will therefore be required to provide proper and adequate protection to the Landlord's property including all surfaces, floors, walls, bulkheads, ceilings, shopfronts, etc., during the execution of the Tenant's works in

the leased premises, and the Tenant shall be responsible for making good any damage whatsoever caused by the activities of his contractor within the leased premises.

8.8 SCAFFOLDING

Only temporary scaffolding mounted on rubber tyre rollers, and with suitable protection for floor surfaces, may be used in the mall areas to permit the installation of signage panels.

Under no circumstances will the tenant be permitted to utilize the Landlord approved/preferred contractor's scaffolding.

8.9 ACCESS TO LEASED PREMISES

Access to the leased premises, for both construction personnel and material handling, will be restricted to such entrances and service corridors as shall be designated by principal contractor. Prior to commencing his finishing work, the Tenant must consult with the Landlord's Principal Contractor to obtain the entrance locations and timing of material deliveries.

8.10 MALL FLOOR AREAS

Any merchandise, materials or equipment being delivered to the leased premises across the Mall floor area must be carted on trolleys with suitable rubber tyre, and the Tenant's Contractor must take all and any measures necessary to protect floor and other surfaces from damage.

Any damage to mall finishes by the tenant (or his contractor) will be repaired at the tenant's expense.

8.11 TENANT CONTRACTOR - ONSITE

The Tenant shall, at all times, be responsible for his Contractor working to the rules and regulations defined herein, by local authorities, or as imposed by the Landlord.

All work benches, bench saws, tools, equipment and construction materials must be contained within the limits of the leased premises, and no work may be carried out in the Mall or Public areas. No Electrical extension cords or hoses to be placed in the common mall area.

All contract workers, whether employed directly or indirectly must be inducted at the safety office and must wear the required safety clothing and equipment for the duration of the construction period.

8.12 INSPECTIONS

The tenant coordinator and architects will inspect the works on a frequent basis with the assistance of the relevant consultants to ascertain that the installation is in accordance with the approved and submitted design plans. Should in the opinion of the tenant coordinator and architect, the installation not comply with the approved documents all costs of remedial work to bring the installation in line with the landlord requirements and specifications, will be for the tenant's account.

8.13 CERTIFICATION / CONTRACTORS LICENSES

The Tenant is to provide the correct documentation to prove that any electrical or plumbing work, carried out on his behalf, has been undertaken by a registered and licensed contractor.

The relevant contractor must issue certificates of compliance. Contractor to be used must be approved by the Landlord's professional team. A copy of this certificate must be attached to the wall at the premises for inspection by any Local Authority, and where appropriate, issued to the tenant coordinator or Centre management.

8.14 STORAGE AND MIXING

Storing and mixing of materials must be contained within the shop unit. Any materials unloaded must be immediately transferred into the shop and when unloading loose materials, the area must be protected and thoroughly clean after.

8.15 RUBBLE, WASTE AND REFUSE REMOVAL

All rubble, waste and refuse from the shop fitting works and stocking the premises must be stored within the unit and must be cleared from the premises by the tenant's shop fitters on a daily basis in consultation with the Tenant.

8.16 FIRE PROTECTION

The tenant, the tenant's contractors and or representatives shall provide and maintain fire protection equipment within the premises as required by Health and Safety regulations for a safe working environment.

Tenants are to liaise with the tenant coordinator regarding the shutting down the main fire sprinkler system (should same be required by local authorities) in order for work to be carried out by the tenant. The cost for the draining and re-commissioning of the sprinkler system will be a tenant cost.

8.17 VEHICLE PARKING

Under no circumstances will shop fitters vehicles be allowed into the public parking area or park so as to cause any restriction to the site or mall access. Parking and loading areas will be indicated by the Landlord.

8.18 SHOP FITTING AND WORK ON SITE

The tenant shall keep the tenant coordinator informed of progress relative to the approved shop fitting program.

During the operation of the works full access rights are reserved by the tenant coordinator for the purpose of compliance, inspections, and emergency access.

The right is also reserved to suspend the works if they are not being constructed in accordance with the approved scheme or statutory consent and any such directive shall be issued by the tenant coordinator. Any bona fide claim incurred by the landlord's building contractor as a direct consequence of the tenant's fitting out contractor will be passed to the tenant concerned for payment if considered reasonable by the tenant coordinator.

8.19 PROGRAM AND DELAYS

The tenant is expected to commence with shop fitting in accordance to his approved program in order to meet his opening dates as determined in the lease schedule. Failure to complete shop fitting timeously will be penalized in terms of the lease. Any works carried out by the main contractor on behalf of the tenant as detailed in the scope of works will be performed in the shop fitting period as stipulated in the lease.

8.20 LANDLORD'S DISCLAIMER OF LIABILITY

The landlord, his agents, and main contractor accept no responsibility for loss or damage to the shop fitter's or his agent's property or injury to their personnel whilst on site.

8.21 ENVIRONMENTAL

The tenant is to abide by all environmental constraints as per the annexure E – OEMP.

9. ACCEPTANCE DECLARATION

An exert of the BAYWEST MALL Tenant Design Criteria Manual (pages 22 to 24) have been handed to me and I accept all the conditions imposed by the Tenant Manual.

Should you require a full copy, same can be obtained from Danique Kirton – 0827166982/danique.designspace@gmail.com

NAME : _____

SIGNATURE : _____

DATE : _____

SHOP NO : _____

TRADING NAME : _____

WITNESS SIGNATURE : _____

NAME : _____

DATE : _____

10. TENANT ACCEPTANCE OF COSTS RELATING TO VARIATIONS

PROJECT : BAYWEST MALL

DEVELOPER : Bay West City (Pty) Ltd

TENANT : _____

SHOP : _____

Tenant hereby confirms and agrees:

1. The nature and value of variations from landlord's standard specification as per costings attached and initialed by tenant.
2. Developer is not obliged to put variation work in hand until safe pre-payment or payment guaranteed to its satisfaction.
3. The tenant acknowledges that should his occupation date be delayed as a result of the non-performance of his designer, consultants, employees and agents, then the costs of such delays shall be for the account of the tenant. All rentals and other charges in terms of the lease will nevertheless be paid on the due date.

NAME : _____

SIGNATURE : _____

DATE : _____

SHOP NO : _____

TRADING NAME : _____