



C H A R L E S T O W N [™]

—— www.charlestownshoppingcentre.ie ——

CHARLESTOWN SHOPPING CENTRE
RETAIL HANDBOOK

*Welcome to Charlestown Shopping Centre.
This Retailers handbook has been designed for
you, the Store Manager and your staff*

1. INTRODUCTION

1.01 PURPOSE OF THE TENANT'S HANDBOOK

The purpose of the Tenant's Handbook is to advise each tenant and prospective tenants of Units at the Charlestown Centre, Dublin 15 as follows:-

- (a) To inform the Tenant including their Designers and Fit-out Contractors of the basic structure, finishes and services which will be provided by the Landlord in the retail part of the Centre.
- (b) To advise Tenants, their Designers and Fit-out Contractors of the requirements and procedures to be adopted in respect of: -
 - 1. Design of the Fit-out works of the Unit
 - 2. Fit-out design approvals; and
 - 3. Implementation of the Fit-out procedures

The Tenant, together with their consultants and contractors, are advised to read every section carefully.

The Tenant's Handbook is broken into a number of sections as follows: -

Section 1.00 Introductions

Section 2.00 The Landlord's Development Team & other Contact Names

Section 3.00 General Specification for the Centre including the specification for the Tenant's Unit.

Section 4.00 Tenant's Fit-out Procedures and Approvals
This section sets out the procedures and required approvals that the tenant, the Tenant's Design Team and the Fit-out Contractors must adhere to in carrying out the Fit-out works to the unit.

Section 5.00 General Specification for Car Parks

Section 6.00 Centre Management Services

Section 7.00 Appendices

Any queries should be addressed to the Project Managers and/or (the Centre Management after the Centre Opening Day) in the first instance by contacting them at the address shown in Section 2.00 or such other address as may be notified to the Tenant from time to time.

1. INTRODUCTION

1.01 PURPOSE OF THE TENANT'S HANDBOOK

The overall objective is to promote and control imaginative good quality shop designs within the Centre and to avoid the regimentation imposed by too many restrictions on selection of designs, materials etc. The Landlord's Development Team is therefore seeking proposals, which will ensure that this standard is achieved.

A good relationship between the Landlord and the Tenant is extremely important as is the need for them to co-operate to achieve standards of Fit-out to complement the image and the standards of finish within the Centre.

It is vital to meet the growing expectation of shoppers and it is the Landlord's aim to maximise the potential for retailers within the parameters contained within this Handbook and to achieve shop-front designs and displays, which regular High Street frontages may prohibit or restrict.

This Handbook is referred to in the Agreement for Lease and Lease made by the Landlord in respect of the Unit. Whilst every effort has been made to ensure that such information in this Handbook is as accurate as possible, the Landlord gives no warranty, express or implied, as to its accuracy.

The Landlord reserves the right to amend, change, or make additions to the Handbook at any time.

Each Tenant shall be responsible for ensuring that their Design Team and Fit-out Contractors have a copy of this Handbook and that they comply with the requirements of same.

The provisions contained in this Handbook form part of the Agreement for Lease between the Landlord and the Tenant unless otherwise agreed in writing. In any event of any matter herein conflicting with any provision or provisions of the Agreements for Lease or Lease, the provisions of the Agreement for Lease or Lease shall take precedence.

No statement, measurement, quantity or description contained in any newspaper advertisement or other document published, issued or prepared by the Landlord it's servants and agents, or given orally by the Landlord or contained in any brochure, letter or handout issued by the Landlord, it's servants and agents or contained in any brochure, letter or handout issued by the Landlord in respect of the Centre or any part thereof (whether or not in the course of any representation or negotiations leading to any proposed letting) shall constitute a representation inducing the Tenant to enter into the

Agreement for Lease or the Lease or any warranty forming part of any other agreement. No error, unless specifically provided for in the Agreement for Lease, shall give rise to any cause of action, claim for compensation against the Landlord, nor shall any right of recession similar right accrue to the Tenant on that account.

1. INTRODUCTION

1.02 GENERAL DESCRIPTION

Charlestown Centre is being developed by Bovale Developments (the "Landlord") and with the proposed inclusion of the following:-

- Shopping Centre area with
 - Anchor Store
 - Circa 25 Retail Units
 - Public Toilets
 - Management Suite / Centre Security
 - Food Hall Area
- 5 No. Apartment Blocks
- Basement Retail Car Parking
- New related roads and infrastructure works

Common service yards will be located at a central basement service area accessed on internal road network via Charlestown Avenue and/or St. Margaret's Rd.

The finishes specification for the external walls includes a palette of materials including natural stone, glazing and self-coloured render.

4 No. residential blocks are to be built off first floor podium level 1 No. residential tower block (12 stories) is constructed

adjoining the south east corner of the main shopping centre building.

The Landlord's aim is for the ground level shop-fronts to be developed as prototypes for future detailed design by each Tenant.

It is hoped that the piazza with paved and landscaped surrounds will provide a unique setting for the buildings around it. Scale and treatment will be appropriate to this piazza and materials will comprise a mix of precast concrete paving and natural stone paving and in-situ 4 concrete paving.

1.02 GENERAL DESCRIPTION

The main vehicular entrance to the Centre at the south end will be from Charlestown Avenue (this road links St. Margaret's Road to the North Road – N2). An open ramp will lead to and from 1 level of car parking. Additional ground level car parking will be provided adjacent to the piazza.

The Tenants will play an important role by producing shop designs and ultimately a shopping experience, which will be both innovative and exciting and to the Landlord's approval.

We hope this Handbook will impress upon you the importance we have placed in good design throughout the scheme, and

in particular, the encouragement given to shop-front concepts that will add to the success of the Centre.

While the above introduction gives a general indication of the type of development which is proposed the Landlord reserves the right to alter or vary the layout, uses, finishes etc, of the development. The details and descriptions provided above are for illustration purposes any and are subject to change at the Landlord's discretion.

Notwithstanding that the Landlord proposes to develop the Centre, the Landlord shall not be under any obligation to complete such development works either in whole or in part and may alter such development works as the Landlord may wish. The Tenant shall not allege or contend that it has not been induced to enter into an Agreement for Lease or Lease by reason of this Handbook or any information contained therein or the fact that any plan that has been issued to the Tenant has the present intended development of the Centre or by any statement or representation by any person acting or purporting to act on behalf of the Landlord that the Centre shall conform in all or any respect with any such plan, statement or representation. The Landlord reserves the full right and liberty to alter or vary the location, layout and extent of the

1. INTRODUCTION

Centre and the buildings thereon, including the right to exclude any part(s) there from or include additional lands in the Centre or to extend or expand the Centre onto additional lands or to discontinue developing the Centre or any part thereof as the Landlord shall think fit. The Landlord reserves the full right and liberty to vary the nature, location, layout and extent of the public or common areas.

1.03 STANDARDS, REGULATIONS OR LEGISLATION

Any standards, regulations or legislation referred to in the Handbook that prescribes standards will mean any of them that are updated, amended, extended or re-enacted.

1.04 APPROVALS AND RIGHTS

If any approvals of the Landlord, its servants, agents or contractors are required pursuant to this Handbook the approval(s), if given, may be granted subject to such conditions as may be imposed by the person or entity granting the approval.

Where any rights or powers are reserves in this Handbook to the Landlord, such rights or powers may be invoked or exercised by the Landlord's servants, agents or consultants appointed with respect to the Centre.

2. DEVELOPMENT TEAM & OTHER CONTACT NAMES

2.00 DEVELOPMENT TEAM & OTHER CONTACT NAMES

2.01 LANDLORD

CT Partnership
27, Dublin Road
Swords
Co. Dublin
Telephone: 01 890 4911
Fax: 01 890 4915
E-mail bovale@iol.ie

2.02 PROJECT MANAGERS

O'Byrne Jenkins
Project Managers
5 – 7 Westland Square
Pearsé Street
Dublin 2
Telephone: 01 449 8000
Fax: 01 449 8080
E-mail info@obj.ie

2.03 ARCHITECTS

Horan Keogan Ryan
5 Schoolhouse Lane
Dublin 2
Telephone: 01 663 6400
Fax: 01 663 6401
E-mail dmcdowell@hkr.ie

2.04 QUANTITY SURVEYORS

O'Byrne Jenkins
Chartered Quantity Surveyors
5 – 7 Westland Square
Pearsé Street
Telephone: 01 449 8000
Fax: 01 449 8080
E-mail info@obj.ie

2.05 CIVIL / STRUCTURAL ENGINEERS

Pat O'Gorman & Associates
Unit 2C
Nutmog Office Park
Rathfarnham
Dublin 14
Telephone: 01 205 1101
Fax: 01 205 1102
E-mail info@pogorman.ie

2. DEVELOPMENT TEAM & OTHER CONTACT NAMES

2.06 JOINT LETTING AGENTS

Mason Owen Lyons
134/135 Lower Baggot Street
Dublin 2
Telephone: 01 661 1333
Fax: 01 661 1312
E-mail elyons@mol.ie

Hamilton Osborne King
20 Dawson Street
Dublin 2
Telephone: 01 663 4300
Fax: 01 663 4399
E-mail info@hok.ie

2.07 SERVICES CONSULTANTS

Varming VMRA Consulting
Engineers
Tramway House
Dartry Road
Dublin 6
Telephone: 01 497 5716
Fax: 01 497 5886
E-mail varming@tramway.ie

2.08 CAR PARKING CONSULTANTS

WSP Ireland Limited
Floor 4, Block 3
Harcourt Centre
Harcourt Road
Dublin 2
Telephone: 01 418 2224
Fax: 01 418 2223
E-mail paul.tully@wspgroup.com

2.09 PLANNING CONSULTANTS

Brian Meehan & Associates
44 Fitzwilliam Place
Dublin 2
Telephone: 01 676 4522
Fax: 01 676 9912
E-mail ray@bmaplanning.ie

2.10 FIRE CONSULTANTS

John A. McCarthy
Bank House
6 Terenure Road East
Rathgar
Dublin 6
Telephone: 01 492 7111
Fax: 01 492 7121
E-mail info@bankhouse.ie

Jeremy Gardiner Associates

Dargan House
Fenian Street
Dublin 2
Telephone: 01 661 4925
Fax: 01 661 4818
E-mail www.jgafire.com

2.11 LANDLORDS SOLICITORS

Smith Foy & Partners
59 Fitzwilliam Square
Dublin 2
Telephone: 01 676 0531
Fax: 01 676 7065
E-mail mail@smithfoy.ie

2.12 TOWN CENTRE MANAGEMENT

Mason Owen Lyons
134/135 Lower Baggot Street
Dublin 2
Telephone: 01 661 1333
Fax: 01 661 1312
E-mail elyons@mol.ie

3. GENERAL SPECIFICATION FOR CENTRE

GENERAL SPECIFICATION FOR THE CENTRE

This specification is intended to provide general guidelines only. Finishes will be provided by the Landlord in public common areas only.

3.01 CONSTRUCTION, MATERIALS AND WORKMANSHIP

Construction Centre shall be in accordance with all current relevant Codes of Practice, Irish or (if none) British Standards, Legislation (including Health and Safety legislation) and Statutory Instruments, Regulations, Local Authority and Fire Office Statutory requirements.

Charlestown shall be designed in accordance with the following relevant Building Regulations and Design Codes: -

The Irish Building Regulation 1997

BS 8110: The Structural Use of Concrete, Part 1: 1997

BS 5950: The Structural Use of Steelwork in Buildings, Part 1: 1990

BS 6399: Design Loadings for Buildings, Part 1: 1996

BS 6399 Part 2 1997 Code of Practice for Wind Loads.

Materials, goods and workmanship will be of good quality, fit for the purpose intended and those for which there is an Irish or British Standard Specification or Code of Practice are to comply therewith unless otherwise stated.

3. GENERAL SPECIFICATION FOR CENTRE

3.02 FLOOR LOADINGS

Floors throughout shall be of reinforced concrete composite slabs and will be designed to the following requirements in accordance with BS 6339 Part 1: 1996.

The floor loadings listed hereunder are the maximum permitted loadings exclusive for allowances made in respect of such walls and partitions represents the net load of the walls and partitions only. An allowance of 1.0 kNm₂ has been provided in the loadings listed hereunder for the Tenant's own partitions.

(a) Main Mall

Imposed loading	7.5kN/m ₂
Screed and floor finishes	2.4kN/m ₂
Suspended services and ceilings	1.0kN/m ₂

(b) Dunnes Stores

Imposed loading	7.5kN/m ₂
Screed and floor finishes	2.4kN/m ₂
Suspended services and ceilings	1.0kN/m ₂

(c) Shop Units

Imposed loading	7.5kN/m ₂
Screed and floor finishes	2.4kN/m ₂
Suspended services and ceilings	1.0kN/m ₂

N.B. MEZZANINE FLOOR CONSTRUCTION / SYSTEMS MUST BE REVIEWED BY THE LANDLORDS STRUCTURAL ENGINEER, BEFORE TENANT FIT-OUT COMMENCES.

Horizontal and vertical deflections are limited to the following:

The range of horizontal movement at the 40mm expansion joints is limited to + or – 20mm.

The limits of vertical deflection on beams and slabs are:

Total deflection limits for beams and slabs is span / 250

3.03 SUBSTRUCTURES

3.03.01

Excavations and backfilling shall be to required depths in accordance with the Architect and Structural Engineer's drawings and specification.

3.03.02

Concrete strip foundation, column pads and retaining walls shall be in accordance with the Architect's and Structural Engineer's drawings and specification. Reinforcement to foundations, column pads and retaining walls shall be to Structural Engineer's details and specification.

3.03.03

Concrete foundations for internal walls together with solid blockwork rising walls to ground floor level shall be in accordance with the Structural Engineer and Architect's drawings and specification.

3.03.04

In-situ structural concrete slab to ground bearing areas shall be a minimum 200mm thick on waterproofing membrane on 75mm blinding on minimum 125mm thick free draining material and reinforced to the Structural Engineer's details and specifications.

3.03.05

50mm thick extruded polystyrene under-floor insulation 1200mm wide at perimeter of the buildings shall be in accordance with the Architect's specification.

3.03.06

Designed joints in concrete floors at boundaries shall be in accordance with the Structural Engineer's drawings and specification.

3.03.07

Control joints, contraction and expansion joints in concrete floors shall be in accordance with the Structural Engineer's details and specification.

3. GENERAL SPECIFICATION FOR CENTRE

3.04 EXTERNAL WALLS

3.04.01

External wall construction shall consist of glazed curtain walling, metal paneling, natural stone cladding and in-situ concrete wall construction with plastered finish and other selected wall paneling systems all in accordance with the Architect's drawings and specification.

3.04.02

All necessary fire resistant joints shall be provided in blockwork and control joints in facing brickwork. All necessary expansion and construction joints in external cavity wall shall be provided.

3.04.03

All necessary stainless steel bearers, plates, angles and brackets for external walls shall be provided as detailed on the drawings and to the Structural Engineer's specification.

3.04.04

All necessary concrete band beams, U-block beams to external blockwork shall be provided as required to the Structural Engineer's specification. All necessary angles to support brickwork / blockwork, all lintels and beams to doors, windows and all other openings, shall be provided as specified by the Structural Engineers.

3.04.05

Copings to external parapet walls shall be provided as detailed on the Architect's drawings and specification.

3.04.06

External walls will include for all external finishes or cladding where shown on the drawings.

3.04.07

External wall U-Value of cavity walls shall comply with the Building Regulation.

3.04.08

Internal faces of external walls of the Unit shall be concrete or concrete block left ready to receive finishes by the Tenant.

3.04.09

External elevations shall be finished generally with natural stone and curtain walling consisting of reflective glass in aluminum framing systems with a polyester power finish.

3.04.10

All windows and curtain wall sections shall be in thermally broken aluminum, powder coated by supplier nominated by the Architects.

3.04.11

Double glazed sealed units shall have the external pane with a solar tint.

Rendered panels shall be 20mm two coat smooth cast renders using self-colored cement.

3.04.12

Natural stone details where used shall be Eirgramco or Stone Developments or other equal and approved supplier nominated by the Architects.

3.04.13

Steelwork to external balconies etc. shall be stainless steel or similar approved.

3.04.14

Main entrance screens shall be clear glass in aluminium framing systems with polyester powder finish to approved colours determined by the Architects.

3.05 INTERNAL WALLS

3.05.01

The internal wall construction shall consist of in-situ concrete walls, blockwork walls and jumbo stud plasterboard partitions as appropriate all in accordance with the Architect's drawings and specification.

3.05.02

Internal walls shall be provided as shown on the Architect's drawings and specification to all levels, in 215mm concrete and 100/215mm blockwork in

3. GENERAL SPECIFICATION FOR CENTRE

surrounds to stairs, plantrooms, ducts, and escape corridors.

3.05.03

All necessary ties shall be provided between blockwork and steelwork / concrete.

3.05.04

All necessary insulation and expansion joints in 100mm and 215mm blockwork wall shall be provided in accordance with the Structural Engineer's specification.

3.05.05

All necessary U-block beams filled with concrete and reinforced in accordance with the Structural Engineer's details and specification shall be provided to internal block walls.

3.05.06

All concrete isolated beams and lintels shall be provided as detailed on the Architects drawings and to the Structural Engineer's specifications.

3.05.07

Encasing to steel columns shall be provided in concrete, blockwork, fireboard cladding or jumbo stud plasterboard as appropriate all in accordance with the Architect's drawings and specification.

3.05.08

Encasing of rainwater and soil pipes shall be in 100mm blockwork or jumbo stud plasterboard as appropriate all in accordance with the Architect's drawings and specification.

3.05.09

Access panels to ducts and pipework shall be provided as required.

3.06 FRAME

3.06.01

The reinforced in-situ concrete frame consisting of columns, beams, floor slabs and podium transfer slab shall be constructed in accordance with the Structural Engineers' details and specification. First floor crèche and management offices will be constructed from a structural steel frame.

3.06.02

All exposed steel components shall be primed and painted to Structural Engineer's specification.

3.07 SUSPENDED FLOORS

3.07.01

Reinforced in-situ concrete or precast concrete floors shall be in accordance with

the Structural Engineer's details and specifications.

3.07.02

All beams and column supports shall be provided in accordance with the Structural Engineer's details and specifications for suspended floors.

3.07.03

The Tenant will supply and install all mezzanine floors required by the Tenant subject to the Landlord's approval. Where Tenants require mezzanine floors in the Unit, they shall request the Landlord to provide same (on terms to be agreed). The Landlord requires that all Planning Permissions and Fire Certificates necessary be submitted by Tenant.

3.07.04

All structural steelwork beams and columns will be erected in accordance with Structural Engineer's details and specification.

3.07.05

All fire protection of steel beams and columns shall be concrete encasement, concrete blockwork, fireboard, intumescent paint or vermiculite / cementitious spray to give 1 or 2 hours fire resistance in accordance with the Fire Certificate for the Town Centre.

3. GENERAL SPECIFICATION FOR CENTRE

3.07.06

No fixings by the Tenant will be permitted to steel beams where they are protected with vermiculite / cementitious spray.

3.07.07

The soffit of the Units shall be galvanized composite metal deck / permanent formwork used for the suspended concrete slabs or galvanized metal deck utilized in built up roofing.

No fixings by the Tenant will be permitted to the underside of the metal roof decking. The Tenant must use proprietary-fixing systems ([See Appendix No 12](#)).

3.08 STAIRCORES

Landlord stairs in common areas

3.08.01

Reinforced concrete staircores servicing different floor levels up to roof level shall be provided in accordance with the Fire Officer requirements, including balustrades, lighting, fire door & ironmongery and smoke vents etc.

Stairs in Units

3.08.02

The Tenant shall provide any stairs required to mezzanine floors in their unit in accordance with Building Regulations.

3.09 LANDLORDS EXTERNAL DOORS, WINDOWS / SHOP-FRONTS

3.09.01

The Landlord's external exit doors shall be provided as shown on the Architect's drawings together with all necessary protective handrails, ramps and access steps.

3.09.02

All external doors shall either be steel or hardwood with 6mm mild steel plate fixed to external face of doors where shown. The steel or steel plate to have a powder coated or other equal and approved finish.

3.09.03

The main entrance doors to the Centre shall be automatic sliding doors together with swing doors set in special feature glazed powder coated aluminum screens. The doors shall be glazed aluminum with powder coated finish to ensure long life.

3.09.04

Doors, frames and ironmongery to ESB substations and switch rooms shall be steel construction in accordance with the ESB's specification. Doors and frames shall have a galvanized finish.

3.09.05

Powder coated aluminium or hardwood windows / shop-fronts shall be provided as shown on the Architect's drawings together with cills, D.P.C., lintels etc as per specification.

3.10 TENANT'S SHOP-FRONT OPES

3.10.01

The Landlord shall provide a suitable opening to the front and/or side of the Unit facing onto public areas or external areas ready to receive Tenants shop-fronts, stallrisers etc. Fire resistant fascia to smoke control requirements shall be provided by the Landlord to the internal malls.

3.10.02

The Landlord shall install the glazed shop-fronts to external units to match the main entrance screen to the Centre.

3.11 TENANT'S REAR DOOR OPES

3.11.01

The Landlord shall provide suitable openings to the rear of the Unit facing onto service corridors, public areas, service yards or external areas ready to receive the Tenants doors which must comply with the

3. GENERAL SPECIFICATION FOR CENTRE

Fire Officer's requirements and the Landlord's specification with regard to finishes. Without prejudice to the foregoing doors shall be either steel or hardwood with 6mm mild steel plate fixed to external face of doors or similar as specified / approved by the Landlord's Architect.

Doors onto service corridors or other internal areas (that are provided by the Tenant) shall be Fire Doors (with appropriate certificates), which comply fully with the Fire Officer's requirements.

The Tenant must construct a 60 minute fire rated lobby all in accordance with the Fire Certificate drawings.

3.11.02

Any suppliers proposed to be used by Tenants must be submitted for consideration / approval by the Landlord in advance.

3.11.03

If the Landlord agrees to provide the Tenant's rear doors, the Tenant shall pay the Landlord for all costs in providing and installing same as a "Tenant Addition" as defined in the Agreement for Lease.

3.12 ROOFS AND ROOF FINISHES

3.12.01

Roofs generally shall be torch on membrane, flexible PVC sheet membrane or 'Paralon' waterproofing system or traditional 20mm thick asphalt waterproofing or equal and approved by the Landlord's Architect, depending on location. The roof to the Centre mall will be glazed.

3.12.02

The roof shall be designed to achieve an overall insulation value to comply with the Building Regulations current at the time of construction.

3.12.03

All workmanship shall be carried out in accordance with the Architect's specification and manufacturer's recommendations and in compliance with the appropriate BS and IS Standards.

3.12.04

The roof structure and frame shall be constructed in accordance with the Structural Engineer's drawings, details and specifications.

3.12.05

The structural frame and roof trusses will be provided as required to support dead load,

superimposed load and wind loading in accordance with the relevant Codes of Practice and as per Structural Engineer's drawings and specifications.

3.12.06

All gutters, siphonic rainwater pipework and outlets will be provided as shown and as specified by the Architects. Rainwater down pipes shall be located with stockrooms, fire exit corridors or externally by the Landlord's Architects.

3.12.07

The roof structure shall be capable of supporting water filled sprinkler pipework, electrical conduits and trunking, ducting for ventilation and all other associated services.

3.13 MALL ROOFLIGHTS

3.13.01

The shopping mall design includes rooflights, which, will be designed to provide controlled natural lighting. They shall be constructed of double-glazed glass units supported by extruded aluminum-framing system (self supporting system or fixed to exposed roof steelwork).

3. GENERAL SPECIFICATION FOR CENTRE

3.14 STRUCTURAL MOVEMENT JOINTS / EXPANSION JOINTS

3.14.01

The buildings in the Centre are designed with structural movement joints / expansion joints and these are indicated on the drawings. These movement joints occur in floors, walls and soffits. Where these movement joints occur in the Tenant's Unit they will be indicated on drawings furnished to the Tenant.

3.15 FIRE PROOFING OF STRUCTURE (Steel Only to Podium Buildings)

3.15.01

The structural steel frame will have fire protection provided by the Landlord in the nature of concrete encasement, concrete blockwork, fireboard, intumescent paint or vermiculite / cement spray to give 1 or 2 hours fire resistance in accordance with the Fire Certificate and Building Regulations current at the time of construction.

3.15.02

Where structural movement joints / expansion occur in public areas of the Centre the structural movement joints / expansion joints in floors, walls and soffits will be similarly fire sealed and finished with an appropriate expansion joint cover / finish.

3.15.03

Where structural movement joints / expansion occur in the Tenant's Unit they will be indicated on the drawings furnished to the Tenant and the structural movement joints / expansion joints in floors, walls and soffits will be similarly fire sealed by the Landlord.

3.15.04

The Tenant must complete all floor, wall or ceiling finishes in the Tenant's Unit with an appropriate proprietary expansion joint cover / finish.

3.16 MECHANICAL SERVICES

Environmental Conditions

3.16.01

The developers for the Charlestown Shopping Centre have made a commitment to adopt and apply where feasible a sustainable design strategy. This involves the utilisation of a central district heating installation in the Centre and the surrounding Apartment buildings. It also comprises of a naturally ventilated mall with energy efficient underfloor heating.

3.16.02

Central Plant shall be provided by the Landlord to enable environmental conditions in the malls and internal public

areas to be maintained at reasonable comfortable temperatures and also to assist in promote a reasonable degree of air freshness.

3.16.03

The Mall is naturally ventilated and utilises motorised ventilation dampers at high and low level to help maintain a dry resultant temperature not greater than 25°C therein, for 5 % of the occupied year.

3.16.04

The natural ventilation system is designed to provide an outside air allowance at peak occupancy of 8 litre/sec per person at occupancy of 1 person per 4m² mall floor area.

3.16.05

The mall is unheated and is provided with warm air curtains at all entrances together with tempered fresh air supply to meet regulatory requirements. The expected internal winter time temperature is 12 to 14°C at an outside temperature of minus 10°C.

3.16.06

The summer internal conditions will be controlled by a computerised Building Management System provided by the Landlord. The control system will automatically compensate for variations in outdoor temperature, solar gain, occupancy etc.

3. GENERAL SPECIFICATION FOR CENTRE

3.17 VENTILATION (See also Tenant's Fit-Out)

3.17.01

The Landlord shall provide ventilation to the mall and internal common areas including the car parks, common service yard, public toilets, and common service corridors as required by the Building Regulations 1997 and designed in accordance with relevant Irish and British Standards.

3.17.02

In addition the Landlord shall make provision for the supply to each Retail Unit, (except for the Anchor Tenant and Retail Units that are designated as such by the Landlord - Appendix A) of a ducted outside air supply for ventilation and a ducted toilet extract connection at a location to the rear of the Retail Unit designated by the Landlord.

3.17.03

The outside air shall be supplied at a minimum temperature of 14°C but otherwise shall be at ambient temperature and humidity. The outside air quantity supplied to the Unit will be based on occupancy of 1 person per 5 m² floor area and an allowance of 8 litres/sec per person.

3.17.04

The Landlord Supply air system is designed to have a static pressure of 100pa available at the duct connection point.

3.17.05

The total area allowance used to determine the supply air volumes per Retail Unit is based on a gross ground floor plan area and an allowance of 50% for a Mezzanine level.

3.17.06

The toilet extract rates is based on Retail Unit ground floor area only and has the following resultant criteria:-

- Retail Unit Size:
Up to 200 m² Ground floor area
100 lts/s extract
- 201 m² to 400 m² Ground floor area
200 lts/s extract
- 401 m² to 800 m² Ground floor area
400 lts/s extract
- 801+ m² Ground floor area
50 lts/s extract per 100 m²

The Landlord Extract air system is designed to have a static pressure of 100pa available at the duct connection point.

3.18 CONDENSER WATER SUPPLY — (See also Tenant's Fit-Out)

3.18.01

The Landlord shall provide a condenser water and evaporative cooler installation to serve the water-cooled air conditioning equipment for the Charlestown Centre.

3.18.02

The Landlord will also supply condenser water flow and return connections to Retail Units to serve the Tenant's water-cooled air conditioning equipment, at a location in the Unit designated by the Landlord.

3.18.03

Each Tenant (with the exception of the Anchor Tenant and any unit with prior agreement with the Landlord) must connect to this system i.e. tenants must only use water-cooled air conditioning plant.

3.18.04

Air-cooled equipment will not be permitted nor will the Tenant be permitted to cool the Unit by drawing air from the mall or other common areas.

3. GENERAL SPECIFICATION FOR CENTRE

3.18.05

Condenser water connection flow rates to each unit shall be sized on the following criteria: -

- A load of 110 kW per m² floor area,
- A heat rejection factor of 1.3,
- A condenser water flow temperature of 35°C
- A temperature differential of 7°C.
- Area calculation is gross Gr floor plus 50% at mezzanine

3.19 WATER SUPPLY — (See also Tenant's Fit-Out)

3.19.01

The Landlord will provide mains water supplies to appropriate locations within the Charlestown Centre including each Retail Unit.

3.19.02

The water supply will terminate in an isolating valve at a location to the rear of the Unit designated by the Landlord.

3.20 DRAINAGE — (See also Tenant's Fit-Out)

3.20.01

The Landlord will provide a sanitary drainage system to all appropriate locations within the Charlestown Centre including all

Retail Units.

3.20.02

Each Retail Unit will be provided with at least one 100mm low level plugged connection at a location to the rear of the unit as designated by the Landlord.

3.20.03

Large units in the Charlestown Centre will be provided with additional waste connections but only by prior agreement with the Landlord as appropriate.

3.21 NATURAL GAS INSTALLATION — (See also Tenant's Fit-Out)

3.21.01

The Landlord will arrange for the provision of a natural gas supply and meter for the Charlestown Centre for central services and for a separate gas supply and meter for the Anchor Tenant.

The Landlord shall also make the provision for natural gas to be readily available at the basement carpark level for use by Retail Units where requirements are requested.

3.21.02

The Landlord will provide where requested by the Tenant, and at the Tenant's cost, for a gas supply and meter to their Unit at a location designated by the Landlord

3.21.03

The Landlord will provide a fire fighting cut-off on the main gas supply to the Centre plant together with detection systems (linked to slam shut valves) in Landlord's plant areas only.

3.22 ELECTRICAL SERVICES

Electrical Supply — (See also Tenant's Fit-Out)

3.22.01

The Landlord will arrange for electricity supplies to the Charlestown Centre and shall provide for all ESB sub-stations and associated switchrooms necessary to cater for the Landlord's services and supplies to units with low voltage electrical supplies (i.e. 400 volt 3 phase) in accordance with the ESB regulations and the Commission for Electricity Regulation.

3.22.02

For the Anchor Tenant a supply at medium voltage shall come directly from the appropriate sub-station.

3.22.03

The Landlord shall supply one 1600kVA 20,000/10,000/400/230 V Transformer and associated SF6 type circuit breaker for installation in the above mentioned Anchor tenants switchroom

3. GENERAL SPECIFICATION FOR CENTRE

3.22.04

The Tenant shall be responsible for the equipping of the associated medium voltage switchroom, transformer room and low voltage switchroom for their own Unit in accordance with the ESB regulations and the Commission for Electricity Regulation.

3.22.05

Electrical switchgear and associated sub-mains cabling shall be provided as required catering for the electrical services for the malls and other common Landlord areas.

3.23 EMERGENCY POWER– (See also Tenant’s Fit-Out)

3.23.01

Standby electrical power shall be provided to cater for the fire protection and fire fighting services and to maintain essential services within the malls and other internal Landlord common areas in the event of failure of the normal supply. The system provided shall be sized to service the above Landlord requirements only.

3.24 INTERNAL LIGHTING

3.24.01

Artificial lighting will be provided for all mall and other internal common areas. In

general illumination levels will be in accordance with the recommendations of the Chartered Institution of Building Services Engineers (CIBSE).

3.24.02

The mall areas have been designed to maximise the benefit and effect of the available natural light. It will be supplemented by artificial lighting as required.

3.24.03

It is the intention to design the artificial lighting system such that shop front illumination provides a major focus along the malls. Where it is deemed appropriate by the Landlord, feature lighting to create special effects and/or articulate the interior design shall be provided

3.24.04

Luminaires will be selected to ensure as low maintenance charge as is reasonably possible and ease of replacement when necessary.

3.24.05

An emergency lighting installation shall be provided for all internal common areas in accordance with the requirements of IS 3217: 1989.

3.25 EXTERNAL LIGHTING

3.25.01

Appropriate external lighting shall be provided for all roadways, car parking areas, at Podium level and other pedestrian areas within the curtilage of the Charlestown Centre all in accordance with the recommendations of the relevant standards and codes of practice.

3.25.02

Where it is deemed appropriate by the Landlord, provision shall be made for accent lighting (floodlighting) of the building facade.

3.26 CCTV SURVEILLANCE

3.26.01

The Landlord shall arrange the provision of a CCTV surveillance system (with recording) for common areas including services corridors, service yards, car parks, and some external areas.

3.26.02

The system shall be monitored and controlled from the security control room, which will be manned on a 24-hour basis.

3. GENERAL SPECIFICATION FOR CENTRE

3.27 PUBLIC ADDRESS/ MUSIC SYSTEM

3.27.01

The Landlord shall provide a public address/music system ("PA") for all mall and other internal common areas.

3.27.02

The PA system shall be designed to operate, as a voice evacuation system in accordance with IS 3218: 1989 and BS 5839: Part 8. It shall be interfaced with the fire detection system and shall be extended to cover the common service corridors, common service yards, etc., as required by the Standards.

3.27.03

The tenants of Retail Units are required to interface their PA systems with the Landlord's PA system to allow override by the Landlord's PA systems, in the case of an emergency.

3.27.04

In the case of an emergency the Landlord's voice evacuation system will provide a signal to the PA system of the Retail Unit allowing it to override the PA music system with the emergency message.

3.27.05

This would be manually selected by the Centre Security/Fire Brigade and would only be activated where the PA system of

any Retail Unit could reasonably affect the audibility of emergency announcements in the malls and other common areas/escape routes immediately adjacent to that Retail Unit.

3.28 TELECOMMUNICATION SERVICES— (See also Tenant's Fit-Out)

3.28.01

The Landlord will provide wireways (pipe ducts, trunking, cable tray, etc.) and plant space only for the use of companies providing telecommunications facilities for the Landlord and Tenants.

3.28.02

The Tenant shall be responsible for applying for their telecommunications requirements and shall pay all costs incurred in obtaining this service.

3.29 TELEVISION/RADIO— (See also Tenant's Fit-Out)

3.29.01

The Landlord will arrange for a specialist company to install a system for television/radio reception to the Charlestown Centre. The Tenant will be required to apply to the specialist company

for a service connection and pay all costs incurred in obtaining this service.

3.30 VERTICAL TRANSPORTATION

3.30.01

The Landlord shall provide lifts and travelators for the vertical movement of the public from the basement carpark to the ground floor shopping mall at locations and at such capacity as the Landlord considers appropriate.

3.30.02

Lifts and travelators shall be suitable for use by persons with supermarket trolleys. Goods lifts for the use of Tenants shall be provided as indicated on the Architects drawings.

3.30.03

Tenants who propose to use supermarket / shopping trolleys in the Charlestown Centre and their Retail Unit must ensure that their trolleys can be safely used and that they are compatible for use with the travelators.

3. GENERAL SPECIFICATION FOR CENTRE

3.31 SPRINKLER & PROTECTIVE SERVICES Sprinkler Systems — (See also Tenant's Fit-Out)

3.31.01

Sprinkler systems are required by the Fire Officer and in accordance with the LPC Rules for Automatic Sprinkler Installations incorporating BS5306, Part 2 1990, Life Safety and current LPC Technical Bulletins. The occupancy rating is Ordinary Hazard Group 3.

The Sprinkler Installation will be provided by the Landlord in all Landlord areas including common service yards, common service corridors, common ancillary areas and designated underground car park areas.

3.31.02

The sprinkler system shall be designed and installed only by a Sprinkler Contractor that is a certificated LPS 1048 company and approved to **self-certificate** the category of work. The company shall be listed in Part 5 Section 1.1 of the LPCB Red Book Volume 1 2006. www.RedBookLive.com

3.31.03

The mall areas generally will not be sprinklered. However all retail kiosks will have to have sprinkler protection provided by the Tenant to the requirement of the Fire

Officer and the Landlord's Fire Consultant and the design criteria set down elsewhere in this Handbook.

3.31.04

The Landlord will provide the water supply, including water storage tanks and pumping equipment for the sprinkler installation together with distribution pipework into the Units.

3.31.05

The Landlord will provide a live sprinkler valved connection to all retail units within the Charlestown Centre.

3.31.06

Each Tenant will be required to install at Tenants cost a sprinkler installation to the above requirements.

3.32 FIRE PROTECTION SYSTEM

3.32.01

The Charlestown Development will be equipped with fire protection systems to the requirements of the Building Regulations 1997 and relevant Irish and (if none) British Standards and Codes of Practice, including a smoke control system, emergency communication system, sprinkler systems, internal fire mains system, automatic fire detection and alarm

systems, emergency electrical services, emergency lighting, fire hydrants, fire hose reels and extinguishers.

3.32.02

The smoke control system in the central malls is by natural means and will consist of smoke reservoirs with automatic opening vents to outside.

3.32.03

The Tenant is required to install and maintain in their Unit complementary fire protection systems which are compatible with the Charlestown Centre's systems and which satisfy the Fire Officer, the Landlord's Fire Consultant and the design criteria as set down elsewhere in this document.

3.33 FIRE DETECTION SYSTEM & ALARM (See also Tenant's Fit-Out)

3.33.01

The Landlord shall provide an automatic fire detection system for all mall and other internal common areas. The system provided shall comply with the requirements of IS 3218: 1989 and the requirements of the Fire Officer.

3. GENERAL SPECIFICATION FOR CENTRE

3.33.02

The Tenant shall be provided with an interface unit to enable connection to the Landlord's Fire Detection and Alarm systems adjacent to their Unit and the Tenant will be required to connect their system to this interface unit.

3.33.03

The fire detection and alarm systems shall be monitored, and controlled from the security control room.

3.34 GENERAL LANDLORD SHOPPING CENTRE SERVICES

3.34.01

Public telephones shall be provided for the convenience of customers in different locations in the Shopping Centre.

3.34.02

The Landlord shall make provision for the following as required: -

- (a) Boiler room for the Mall & common area requirements.
- (b) Plantrooms for the common area requirements
- (c) ESB substations including all floor ducts to ESB requirements for the

Tenant and common area requirements of the Centre.

- (d) Electrical switchrooms including all necessary floor ducts for the Tenant and common area requirements (Less than 500KVA).

Mechanical and electrical installations shall be provided to the mall and common areas.

3.34.03

Escalator, travelator and lift installations shall be provided to the malls and service lifts to the common service areas as shown on the Architects drawings

3.35 SERVICES AREAS

3.35.01

Service roads and service areas shall comply with relevant Local Authority's standards and shall be suitably drained.

3.36 ANRCILLARY WORKS

3.36.01

All services shall be provided inside the site for the common areas of the Charlestown Development, including lighting, surface water and foul drains, watermains and fire hydrants, ducting for electric, telephone and data cables and gas mains.

3.37 SITE SERVICES

3.37.01

The Landlord shall provide and install the following services to the common areas of the Charlestown Centre including payment for all contributions to the local authorities and providers: -

- (a) Water services including piped supply from public mains to a termination point within the building.
- (b) Electrical supplies to termination points within the building.
- (c) Fire main / sprinkler main to a termination points within the building,
- (d) Telephone ducts to termination points within the building.
- (e) Gas services to termination points within the building.
- (f) TV & data cabling to a termination point within the building

3. GENERAL SPECIFICATION FOR CENTRE

3.38 SITE WORKS AND DRAINAGE

Piazza & Other Public Areas

3.38.01

These areas shall be constructed to complement the Centre and shall include high quality paving, coloured patterned concrete, concrete all in accordance with the Architect's drawings and specifications. Pavements to be stone, brick or concrete paving blocks to selected colours and patterns bedded on sand on hardcore base, joints filled and finished with dry sand.

3.38.02

The "Piazza" & other public areas shall be provided with the following:-

- Decorative Lighting Standard
- Seating
- Flags & Banners
- Litter bins
- Planting

3.38.03 Service Areas

Service roads and service areas shall comply with relevant Local Authority's standards and shall be suitably drained.

3.38.04 Ancillary Works

All services shall be provided inside the site for the common areas of the Centre development, including lighting, surface

water and foul drains, watermains and fire hydrant, ducting for electric, telephone and data cables and gas mains.

3.38.05 Service Yards

The Landlord shall provide reinforced concrete paving to service yard areas together with all necessary expansion joints as specified by the Structural Engineer to take heavy goods vehicles and trucks. All manhole coverings to the service yard drainage shall be heavy-duty and all drainage lines shall be encased in concrete. The Landlord shall provide galvanized mild steel gates or roller shutters to main entrance to the service yards to suit open as shown on the Architect's drawings and specification.

3.38.06 General

The Landlord shall provide for all landscaping required by the planning permission conditions

3.38.07

The Landlord shall provide all drainage from the Centre.

3.39 SANITATION

3.39.01

The Landlord shall provide external soil and vent pipework connected into shell

building at agreed locations

3.39.02

Drainage systems shall be installed in accordance with the Services Engineer's or specialist subcontractor's drawings and specifications and to be adequately vented and shall comply with BS EN 12056 (2000) for soil stacks and BS 416 (1990) for rainwater pipework.

3.40 INTERNAL WALLS AND FINISHES

3.40.01

Fascias above shop-fronts shall be in Gyproc M/F plasterboard panels or other equal and approved system, with decorative finishes in accordance with the Architect's drawings. The nature of the design, colour and finish shall vary with the location within the Centre and functional or visual requirements. Wall surfaces in public areas will be constructed of good quality easily maintained materials, and an attractive finish shall be applied thereto.

3.40.02

The pilasters/columns between units and wall surfaces in malls shall be finished in selected natural stone, wood paneling or other equal and approved finish in accordance with the Architect's drawings.

3. GENERAL SPECIFICATION FOR CENTRE

3.40.03

Internal wall and finishes to malls and public areas shall be in accordance with the Interior Designer's drawings and specification.

3.40.04

Internal walls and finishes within the units shall be part of Tenant's Fit-out.

3.41 MALL COLUMN FINISHES

3.41.01

Columns in the mall areas shall be clad with selected natural stone or glass or other equal and approved finish in accordance with the Architect's drawings and specification.

3.42 FLOOR FINISHES

3.42.01

The finish of the floors to the malls shall be designed to relate to the walls and ceilings in accordance with the Architect's drawings and specification. Colours shall be generally light, and finishes stone or other equal and approved finish. Anti-slip surfaces and entrance mats shall be incorporated where necessary to contribute towards public safety. Care will be taken to select materials that can be easily cleaned.

3.42.02

Floor finishes within the Tenant's Unit shall be part of Tenant's Fit-out.

3.42.03

The main structural concrete slabs within the Tenant's unit shall be finished 100mm below the finished floor level, left ready to receive floor finishes including screed totaling 80mm by the Tenant.

3.42.04

Any mezzanine structural floor slabs within the Tenant's Unit shall be power floated and left ready to receive floor finishes totaling 20mm by the Tenant. All mezzanine floor systems to be ratified by the Landlord Structural Engineer before construction of same commences.

3.43 CEILING FINISHES

3.43.01

The mall ceilings shall consist of different types of suspension ceiling systems, together with bulkheads and coffered ceilings constructed from anodized aluminium panels or equal approved.

3.43.02

Ceiling finishes within the Tenant's Unit shall be part of Tenant's Fit-out.

3.44 MALL FIXTURES AND FITTINGS

3.44.01

Special service requirements in the mall, such as hose reels, smoke detectors, etc., shall be designed and located to be as visually unobtrusive as possible in accordance with the Interior Designer's drawings and specification.

3.45 BALUSTRADES

3.45.01

The Landlord shall provide for balustrades and handrails to mall voids and stairs in accordance with the Architect's drawings and specification.

3.45.02

The Landlord shall provide for mild steel balustrades and handrails to staircores in common areas in accordance with the Architect's drawings and specification.

3.46 SIGNAGE

3.46.01

All signage relating to the Centre and units shall be strictly controlled by the Landlord, and executed in a style appropriate to its location and purpose. Signage, both illuminated and non-illuminated as

3. GENERAL SPECIFICATION FOR CENTRE

appropriate, will be provided by the Landlord in the common areas to adequately locate public facilities and services within the Centre. Any proposed Tenant's signage will be subject to Landlord's consent and Planning Permission where required. The landlord will require signage to achieve clarity while at the same time as enhancing the interior design.

3.47 PUBLIC TOILETS

3.47.01 Public toilets including toilets for the disabled will be provided to at good quality standard for the convenience of customers in the Centre and will include baby-changing facilities where deemed appropriate.

3.48 PARENT & BABY ROOM / FACILITIES

3.48.01 Parent & Baby room/facilities may be provided to a good standard for the convenience of customers in the Centre and will include baby-changing facilities.

3.49 CRECHE

3.49.01 A Crèche may be provided to a good quality standard for the convenience of customers while shopping in the Centre. The Creche is currently located at first floor podium level, however its location may change subject to future planning permissions.

3.50 MANAGEMENT / SECURITY SUITE

3.50.01 The Management Suite or suites will be provided for management & security staff accommodation. The Management Suite is currently located at ground floor (mezzanine level), however its location may change subject to future planning permissions.

3.51 OTHER FACILITIES

3.51.01 The following additional facilities may be provided in the Centre and its environs:-

- Courtesy Desk in the Mall area
- Payphones (coin and / or pre-paid card or credit card operated) for the use of the public at strategic locations throughout

the Centre including Malls, Car Parks and Common Area.

- Teaming of the Car Parks including the provision of Vending Machines.

4. TENANT FIT-OUT PROCEDURES & APPROVALS

4.0 TENANTS FIT-OUT – Procedures and Approvals

4.01 GENERAL

4.01.01

No unit shell will be handed over to or shared with a Tenant until the legal documentation and in particular the Agreement for Lease has been completed and all necessary approvals (including insurances approval) have been obtained for the Project Managers and/or (the Centre Management after the centre Opening Day) and all appropriate Statutory Authority approvals with respect to a Tenant's proposed Fit-out and use.

4.01.02

Prior to permitting the Tenant to commence Fit-out, the Project Manager, Architect and Main Contractor will carry out a final inspection of the Unit with the Tenant or their representative and any defects identified and agreed before commencement of Fit-out. Any such defects shall be made good as soon as reasonably possible, but in the absence of good reason to the contrary, the Tenant's Fit-out and the remedying of the defect shall take place simultaneously.

4.01.03

The Project Manager will issue to the Tenant the **Access Certificate** (Substantially

in accordance with the certificate hereto as **Appendix No.1**) notifying that the Unit is ready for Fit-out and that all approvals have been obtained from the Project Manager and that the Tenant's Insurances comply with the Landlord's Insurance Broker's requirements, and stating the earliest date on which the Tenant may commence Fit-out works. This date is referred to in the Agreement for Lease as "The Possession Date".

The Tenant or his Main Fit-out Contractor shall present a copy of The Access Certificate to the Main Contractor before starting on site. The Main Contractor will not allow Fit-out Contractors on site who have not produced The Access Certificate.

Once the Centre opens for trading Fit-out works can only be carried out when it doesn't not affect other Tenants carrying out their business subject to the approval of the Centre Manager, otherwise Fit-out works must be carried out in the "silent house". The "silent house" is the hours outside the trading hours of the Centre, which will be defined by the Centre Manager.

The Tenant or his Main Fit-out Contractor shall present a copy of The Access Certificate to the Centre Manager and Main Contractor before starting on site.

The Centre Manager and/or the Main Contractor will not allow Fit-out Contractors on site, who have not produced The Access Certificate. TENANT'S FIT-OUT

4.01.04

All proposals for design and Fit-out of the Unit must be submitted to the Project Manager for approval at least 12 weeks in advance of the Possession Date. All future refit proposals or new Fit-outs after the Centre opens must follow a similar procedure but in these cases submission will be to the Centre Manager or to the Landlord's Head Office.

4.01.05

The Fit-out Works shall comprise such works to the Unit so as to render it ready for trading in all respects. The Project Manager must approve all proposals for Fit-out in writing prior to any works commencing on site.

The Tenant of his Main Fit-out Contractor shall be responsible for the provision of everything necessary to enable all works to be carried out on site for the Fit-out of the Unit.

4.01.06

The submission of drawings, specifications and other documentation including copies of the Fire Certificate application and other

statutory application forms for any relevant consents by the Tenant's consultants to the Project Manager to be submitted by email, on CD or Zip Disc where appropriate.

4.02 CONCEPT DESIGN MEETING & PROPOSALS

4.02.01

An initial meeting can be arranged at which the Project Manager and the Landlord's Architect would explain detail of the Unit and the Landlord's requirements. The Tenant's Design Consultants will be required to establish their design intentions at this time to avoid any abortive work by the parties involved.

4.02.02

Before undertaking detailed design work and preparation of the final Fit-out submission, the Tenant's Designers may provide initial proposals for informal discussion with the Project Manager and Landlord's Consultants. This opportunity may save time at the final submission stage.

4.02.03

The Tenant's Design Consultants must assume responsibility for obtaining all necessary information of the preparation of the Fit-out proposals to be submitted to the Project Managers for approval.

4.02.04

The Tenant is strongly advised to undertake a measured survey of the Unit before drawing up detailed plans. This can be done by arrangement with the Project Manager and under the supervision of the Main Contractor.

4.03 FINAL SUBMISSION OF FIT-OUT DOCUMENTATION

4.03.01

In any application for the Landlord's approval of the Fit-out or any subsequent changes (including re-fits) the Tenant shall submit the following documents and information:-

- a) Layout plan 1:50, including merchandising layouts
- b) Sections and internal elevations 1:50
- c) Services plans and specifications including reflected ceiling plan 1:50
- d) Sprinkler drawings and hydraulic calculations
- e) Detail of signs
- f) Specification of materials (and samples where requested)
- g) Shop-front / Mall elevations and sections 1:20
- h) Details of junctions to all

- i) Landlord's Mall Finishes Programme, to include projected dates for the following:-
- i. Submission for Statutory approvals where required (Planning Permission & Fire Certificate)
 - ii. Appointment of Fit-out Contractors
 - iii. Receipt of Statutory approvals.
 - iv. Issue of Access Certificate
 - v. Start on site
 - vi. Completion of Fit-out
 - vii. Trading date

ii. Details of the materials and colours to be used on the following must be indicated:

Fascia	Column / Mullion Cladding
Ceilings	Walls
Flooring	Fire Shutter / Grilles
Display Units	Lighting
Shop-fronts	

- a) The following shall be indicated:
- Loading requirements
 - Mezzanine floors (See Clause 3.07.03)
 - Staircases
 - Any opes or holes required to floors / roof / walls

- Any opes or holes to be filled in
- Fixing requirements to brick / block walls or structure
- Provision of a safe indicating weight and location
- Partition requirements

b) The following shall also be indicated:

- Electrical supply requirements
- Gas supply requirements
- Hot water supply for heating purposes
- Condenser water supply for cooling purposes
- Water supply requirements
- Telephone and Data line requirements
- Special sprinkler system installation requirements
- Special fire alarm system requirements
- Security alarm system details
- Communal TV and radio connection requirements
- Toilet and waste disposal details and requirements including any grease traps
- Air intake and exhaust details and requirements
- Whether the Tenant requires any plant or equipment to be sited outside the demised unit / area including details

- Fire shutter details
- Smoke control system

c) To include projected dates for the following:

- Method Statement for the Fit-out works with specific reference to shop-fronts works
- Connections to Landlord's structure and services
- Access to the Unit including the delivery of materials and removal of rubbish
- Any other item that may have any impact on the Main Contractors works on site.

d) Health & Safety Plan in accordance with statutory regulations and the Main Contractor's health & Safety Plan (See Appendix No. 2)

4.03.02

Please note the above schedule is an indicative list only and additional information may be requested.

4.03.03

If necessary, any comments from the Landlord's Design Team will be notified by email to the Tenant's consultants that the documentation has been viewed by the Landlord's Design Team and comments

made or the information will be advised to the Tenant's Consultants directly if required by the Tenant's Consultants.

4.03.04

If necessary the Landlord may require the resubmission of further or altered drawings, specifications and other documentation by the Tenant's consultants which again are to be submitted by email, on CD or Zip Disc as before until all documentation is finally approved.

4.03.05

The Landlord's Design Team will use reasonable endeavors to process each of the Tenant's submissions within 15 working days. The Tenant's programmes must make provision for this approval period.

4.03.06

If and when Fit-out proposals are finally approved, the Tenant's consultants will be notified by email or directly if required and agreed that the documentation has been approved for submission for Statutory approvals by the Project Managers on behalf of the Landlord.

4.03.07

The Tenant is responsible for submitting the approved Fit-out scheme to:-

- i. The Planning Department for planning permission where

appropriate for proposed changes. The Landlord reserves the right to submit any Planning application on behalf of the Tenant.

- ii. The Fire Officer for Fire Certificate approval.
- iii. The Public Health Inspector for catering installations etc. for approval under the appropriate regulations.

The local area Health & Safety office.

4.03.08

When all such consents have been obtained, the Tenant must provide the Project Manager by email, or on CD or Zip Disc where appropriate a copy of the approved Fit-out scheme, in the form of detailed plans, sections and elevational drawings and specifications of materials used, together with a copy of the consents. Only after received these documents and the issue of the Access Certificate will the Tenant be permitted to commence the Fit-out (unless otherwise agreed).

4.03.09

The Tenant is advised that the time required to carry out satisfactory designs and obtain all necessary statutory approvals is a lengthy process and may take several months.

4.03.10

When layouts are sent to the Project Managers for approval the Tenant shall specifically bring to the Project Managers attention to any proposals (holes, chases, fixings etc.) affecting the structure of the building or the perimeter walls of the Unit concerned, or any other matters which require specific approval of the Landlord's design team.

4.04 BUILDING REGULATIONS FOR FIT-OUT WORKS

4.04.01

The Tenant must obtain a Fire Safety Certificate for the proposed Fit-out and shall be responsible for complying with the conditions therein, in addition to the requirements of the Building Regulations both in relation to their own Unit and to the requirements of the Centre as a whole insofar as the Fit-out works are concerned. The Project Manager will issue the relevant information if any from the Fire Safety Certificates for the Centre where they may have an impact on the Unit.

The Tenant shall submit their Fire Safety Strategy to the landlord for comment / review prior to lodging with the relevant fire authority.

4.04.02

The Tenant will be required to provide adequate means of escape, smoke extraction and smoke reservoir downstands in the Unit, as required by the Fire Officer and as may be recommended by the Landlord Insurance Brokers of the Centre.

4.04.03

The Fit-out Contractor and the Tenant's Consultants upon completion of the Fit-out shall provide the Landlord with Opinions of Compliance with the Building Regulations (RIAI format). (See Appendix No. 3)

4.05 FIT-OUT REQUIREMENTS

4.05.01

The drawing proposals shall include the following:-

4.05.02

Shop-front and interior layout in accordance with the overall design controls set by the Landlord. The shop-fronts must be used for display purposed with proper lighting with fixtures. Blanked off shop-fronts will not be allowed under any circumstances.

Where the Landlord agrees to provide the external shop-fronts to external units the Tenant shall reimburse the full cost of same

to the Landlord on demand.

4.05.03

All necessary balustrades, handrails etc. to staircases and mezzanine floors where provided to be provided by the Tenant. Where the Unit has a mezzanine floor the Tenant may (subject to Landlord approval) install screw driven platform lift SUBJECT TO Landlord's design team approval.

4.05.04

All floors, walls, columns and ceilings of trading areas must be finished to a high standard compatible with the Centre as a whole and to the Landlord's satisfaction.

4.06 SUBMISSION OF FIT-OUT DOCUMENTATION

(C) The following shall be indicated:

- Loading requirements
- Mezzanine floors – size and loading
- Staircases
- Any opes or holes required to Shell floors / roof / walls
- Any opes or holes to be filled in
- Fixing requirements to brick I block walls or structure
- Provision of a safe indicating weight and location

- Partition requirements

(b) The following shall also be indicated:

- Electrical supply requirements
- Gas supply requirements
- Hot water supply for heating purposes
- Condenser water supply for cooling purposes
- Water supply requirements
- Telephone and Data line requirements
- Special sprinkler system installation requirements
- Special fire alarm system requirements
- Security alarm system details
- Communal TV and radio connection requirements
- Toilet and waste disposal details and requirements including any grease traps.
- Air intake and exhaust details and requirements.
- Whether the Tenant requires any plant or equipment to be sited outside the demised unit / area including details.
- Fire shutter details.
- Smoke control system.

4.07 ENVIRONMENTAL CONDITIONS IN THE RETAIL UNIT

4.07.01

Heating, Cooling and Ventilation Systems

4.07.02

Primary ducted outside air connections to the Retail Units will be provided by the Landlord as detailed in Clause 1.16.02 to all units except the following:

- The Main Anchor Store.
- Retail Units No. 1001
- Small Retail Unit Nos.: 1021, 1022, 1023, 1024

4.07.03

Primary toilet extract connections to the Retail Units will be provided by the Landlord as detailed in Clause 1.16.02 to all units except the following:

- The Main Anchor Store.
- Retail Units No. 1001

4.07.04

The provision of heating, cooling and ventilation systems to maintain comfort conditions and air freshness within the Retail Unit shall be the sole responsibility of the Tenant.

4.07.05

The Tenant shall locate his own secondary re-circulation air handling plant and systems within his own unit.

4.07.06

All secondary ventilation systems installed by a Tenant must be balanced. Tenants are strictly prohibited from drawing air through their shop-fronts or doorways from the mall areas or from exhausting any air into the mall or service corridor areas from their unit.

4.07.07

If the Retail Unit is specifically excluded under Clause 1 the Tenant must provide their own primary fresh air supply including ductwork to and from the outside.

4.07.08

In such cases the allocated zone for fresh air intake is via external louvers located at high level along on the external street side of the unit.

4.07.09

Any additional specific ventilation systems required due to retail and special process activity (i.e. restaurant kitchen, bakery, photographic and printing etc.) to comply with health and safety requirements or other legislation must be provided by the Tenant as part of his Fit-out.

4.07.10

The tenant shall locate any such specific ventilation plant within his own unit including necessary filtration (charcoal) and attenuation plant to allow for discharging to external at high level.

4.07.11

The exact location and size of all intake and / or discharge louvers must be submitted to the Project Manager for approval at an early stage in the design process and well in advance of commencement of Fit-out work.

4.07.12

The Landlord shall provide all builders' work with regard to opes in the external envelope subject to agreement with the Tenant at the Tenant's expense as an Addition (as defined in the Agreement for Lease).

4.07.13

Where the Tenant's ductwork penetrates any firewalls, it must have fusible link activated fire dampers fitted (fire rating to comply with the Fire Certificate requirements for the Centre) complete with an appropriate HEVEC installation frame (e.g. dry wall frame for plasterboard stud partitions)

4.07.14

All proposals for the installation of heating, cooling and ventilation equipment by

Tenants in their units must be provided to the Project Manager for approval at an early stage in the design process and well in advance of commencement of Fit-out work.

4.07.15

All data associated with plant, equipment, services, acoustics and air movement, where this affects other parts of the Charlestown Centre, must be submitted to and approved by the Project Managers before any Fit-out work is carried out on site.

4.07.15

Where Tenants propose using noise generating plant (e.g. chillers, generators extraction fans etc.,) they shall be responsible for determining from the Project Manager the relevant noise criteria (e.g. maximum noise level) and the Tenant shall provide such equipment or enclosures necessary for compliance with the specified requirements.

4.08 RETAIL UNIT AIR CONDITIONING – CONDENSER WATER SUPPLY

4.08.01

Tenants of Retail Units in excess of 100 square metres must provide air conditioning within their Unit. The system design shall be based on using water-

cooled air conditioning units using condenser water provided from the Landlord central condenser water system.

4.08.02

The Landlord shall provide the central water-cooling plant to deliver condenser water to all relevant Retail Units to cater for the Tenant's air conditioning load. except the following:

- The Main Anchor Store.
- Small Retail Unit Nos.: 1021, 1022, 1023, 1024

Each Tenant must connect to this system. (Refer to Clause 1.3).

4.08.03

The Tenant as part of their Fit-out shall provide the water-cooled air conditioning units within his own Unit.

The installation of stand-alone air-conditioning systems using individual outdoor air cooled condensers such as "split and / or VRV systems are not permitted.

4.08.04

Only the Anchor Tenant may provide his own air conditioning system independent of the Landlord's central condenser water system

4.08.05

For the typical Condenser Water Installation Unit Valving Arrangement, which shall be adhered to by the Tenant - See Drawing No. Y4727-CWRU-101 in Appendix No. 2

The Landlord shall arrange for the condenser water supply for each relevant unit and the Tenant shall pay the Landlord for all costs including all plant and pipework required in providing this supply. (This will be calculated on the basis that the cost of the supply will be divided by the floor area of the relevant units receiving a supply and multiplied by the floor area of the unit)

(The Tenant shall pay the Landlord for all running costs in providing this cooling water supply through the service charge, the cost of which is to be shared by all tenants connected to the cooling water supply.)

4.09 WATER SUPPLY

MAINS WATER SUPPLY

4.09.01

A 22 mm valved mains water supply will be made available to the rear of each Retail Unit by the Landlord.

4.09.02

The Tenant shall make an application for a water supply and pay all contribution charges to the Local Authority for the fitting of a water meter and the turning on of the water supply for the Retail Unit.

4.09.03

The Tenant shall issue a copy of the application for the water supply and the Local Authorities Approval Certificate to the Project Managers.

4.09.04

The Tenant shall also notify the Project Manager in writing of the time and date when the Local Authority Water Inspector will turn on the water supply.

4.10 WATER SUPPLY TO FIRE HOSE REELS

4.10.01

The Fire Officer will define any requirement for fire hose reel protection that may be required by the Fire Certificate applications for the Retail Unit.

4.10.02

Where fire hose reels are required by the Fire Officer, a separate mains water connection for fire hose reels will be brought to a location in the Retail Unit, designated by the Landlord, following a

request from the Tenant.

Where the Tenant connects to the Charlestown Centre's main water supply from the unit, the Tenant shall pay on demand a proportionate share of all Landlords' costs in arranging this service including the costs of all pipework and builders work.

(This will be calculated on the basis that the cost of the supply will be divided by the floor area of the relevant units and multiplied by the floor area of the Tenant's unit)

4.11 WATER SERVICES IN THE UNIT

4.11.01

The Tenant is responsible for the water services installation within their own Retail Unit including the provision of water storage tanks of a capacity conforming to the codes and standards of the Local Authority and the Building Regulations.

4.11.02

If the unit has special water storage requirements, the Tenant must negotiate with and obtain written approval from the Project Manager / Landlord regarding the location and capacity of water storage tanks.

4.11.03

All water services systems must be designed and installed in accordance with Local Authority Codes and Standards and any other regulations on the subject.

4.11.04

The Tenant shall install fire hose reels in their unit if required by the Fire Officer.

4.12 DRAINAGE

4.12.01

A sanitary drainage system with at least one 100 mm plugged drain connection will be provided to the unit. In each case the location to be at the discretion of the Landlord. Large units will be provided with additional connections as appropriate.

4.12.02

Vertical and horizontal pipe runs including connections may be required through the Retail Units for other parts of the Charlestown Centre at the Landlord's discretion.

4.13 DRAINAGE INSTALLATION IN RETAIL UNITS

4.13.01

All sanitary drainage pipework installations

carried out by the Tenant in his Retail Unit must conform to the requirements of the Local Authority and to BS EN 12056 (2000).

4.13.02

The Tenant shall install above floor grease traps where required to comply with Building Regulations.

4.14 TENANT'S TOILETS

4.14.01

The Tenant shall provide toilet accommodation in his own Retail Unit to conform to current legislation. Building Regulations, and Local Authority codes and standards.

4.15 GAS SUPPLY TO UNITS

4.15.01

A gas supply **shall not** be supplied to Retail Units unless specifically requested by the Tenant at least 12 months before the projected Charlestown Centre opening date and agreed by the Landlord.

4.15.02

Where a gas supply is requested the Landlord will install the necessary pipework from the gas meter to a location designated by the Landlord at the tenants demise, including associated gas detection and

shutdown equipment at the Tenant's expense as an Addition (as defined in the Agreement for Lease).

4.15.03

If the Tenant requires a gas supply to the Unit the Tenant shall advise the Project Manager at the start of Fit-out design process and shall apply to Bord Gais for a suitable metered gas supply.

4.15.04

The location of the Tenant's gas meters shall be agreed with Bord Gais and the Landlord's Services Engineer before the design of the Fit-out of the Unit and carrying out of any work.

4.15.05

The Tenant shall, as soon as possible, advise the Project Manager of the installed gas requirement for their proposed installation.

A copy of the completed Bord Gais application form and documentation shall be forwarded to the Project Managers at the same time as they are submitted to Bord Gais.

4.15.06

Where the Tenant requires a gas supply to the Unit, the Tenant shall pay on demand a proportionate share of all Landlord's costs in arranging a gas supply to the unit including capital or other contributions

which An Bord Gais may charge to the Landlord including the costs of all pipework and builders work.

4.16 GAS INSTALLATION

4.16.01

All works associated with the gas installation in the Unit must be carried out and certified by a Bord Gais approved contractor under the Fit-out.

4.16.02

The Tenant must complete all gas installations in the Unit in conformity with IS 265, IS 329 and IS 820: 2000.

4.16.03

The Landlord shall provide a slam shut valve at the gas meter location, which the Landlord shall link into the Town Centre's fire detection and alarm system.

4.16.04

The Tenant shall also provide a slam shut valve on the gas main within their Unit linked to the unit's fire detection and alarm system, to the requirements of the Fire Officer and the Landlord's Insurers.

4.17 SMOKE CONTROL IN RETAIL UNITS

4.17.01

Tenants shall liaise with the Landlords' Fire Consultant, Architect and Services

4.17.02

Consultant to ensure that the design of their shop-front, shutter, screen doors, etc., are in compliance with the smoke control strategy for the Charlestown Centre.

4.17.03

The Retail Unit shop-front, including any projections, shall be designed by the Tenant so as to prevent the flow of smoke back into an unaffected unit. The depth of the smoke bulkhead may vary depending on unit design.

4.17.04

The main Anchor Tenant is required to install complementary smoke venting/extract systems, which has been approved by the Landlord's Fire Consultant and the Fire Officer.

4.18 ELECTRICAL SUPPLY & ELECTRICAL INSTALLATION TO UNITS

4.18.01

The Landlord has applied to the ESB for electricity supplies to each of the retail units. In the case of the Anchor Tenant the supply is to be at medium voltage. In all other cases the Landlord has applied for low voltage (400V 3 phase) supplies.

4.18.02

The capacities of the supplies applied for are set out in the Appendix 1.

4.18.03

The Tenant will be required to enter into business agreements with either the ESB or other authorised electricity vendors.

The Tenant should ascertain whether the capacity of the supply applied for is suitable for his requirements and, if this is not so, he shall inform the Landlord. See also Clause 7.11 below. The Tenant must furnish a copy of the completed ESB or other supplier business agreement application form to the Landlord at the same time as it is submitted to the ESB or other supplier.

4.18.04

The Tenant shall, at the earliest date possible (start of Fit-out design process), advise the Landlord of their electrical load requirements to enable the Landlord to verify the suitability of the supply cable, supply capacity applied for the ESB etc. The

Tenant shall include a detailed breakdown of the load giving the connected load, diversity and expected maximum demand.

4.18.05

The Tenant or their Contractor shall make themselves familiar with the practices, procedures and certification requirements demanded by their chosen electricity vendor prior to final connection being made.

4.18.06

All costs associated with the application for, and connection, testing and certification of the Unit's electricity supply are the sole responsibility of the Tenant.

4.18.07

For each retail unit the Landlord will install the following:

- Metering panel and switchgear in a switch room adjacent to the local ESB Substation for installation of the electricity metering equipment by the Tenant's chosen electricity vendor
- An electricity supply cable from the metering panel to a three phase isolator installed inside the retail unit
- A three phase isolator mounted on the wall inside the retail unit.

4.19 ELECTRICAL INSTALLATION GENERALLY

4.19.01

The permanent electrical installation to the Unit shall be carried out by the Tenant in compliance with the National Rules for Electrical Installations as issued by the Electro Technical Council of Ireland and the Building Regulations 1997.

4.19.02

Unless otherwise agreed with the Landlord's Consultants, all cabling shall be carried out using PVC insulated cables in galvanised steel conduit and/or trunking. No chasing of Landlord's walls or partitions will be permitted unless given in writing by the Landlord. Conduits or trunking shall be surface mounted on Landlord's plasterboard type partitions or masonry walls. No penetrations / chasing into plasterboard partitions will be permitted where the partitions are fire rated.

4.20 EMERGENCY POWER

4.20.01

The Landlord does not propose providing standby power for any Tenant or their Unit.

4.20.02

If any Tenant proposes installing equipment

(e.g. diesel generator) to provide standby power for their Unit proposals for same shall be submitted to the Landlord for written approval prior to carrying out any work. Stringent requirements with respect to exhaust gases and noise control will apply where diesel generators or the equivalent are used. The Tenant shall also be responsible for obtaining the ESB or other supplier's written approval for any proposed standby power plant.

4.21 LIGHTING & EMERGENCY LIGHTING

4.21.01

Details of the Tenant's lighting proposals including catalogue cuts of the proposed luminaires, both external and internal, shall be submitted to the Landlord for approval.

4.21.02

Where the Tenant proposes to use illuminated signs which have been approved by the Landlord and which require the provision of a fireman's switch or similar disconnection device on the mall facade, then the type and proposed location shall be submitted to the Landlord for approval.

4.21.03

The Tenant shall be responsible for the

provision of an emergency lighting system within their Unit. The system must comply with the requirements of IS 3217: 1989, the Building Regulations 1997 and the requirements of the Fire Officer. Illuminated exit signage shall also be provided by the Tenant and these shall comply with SI 132: 1995.

4.22 SURGE PROTECTION

4.22.01

The Tenant shall provide surge protection (electronic systems protection) on their electrical systems in their Unit as follows:

- On the three phase electrical supply into the Unit
- On the incoming telecommunications cables to the Unit
- On the interfaces between the Landlord's and Tenant's security and fire detection systems
- On the supplies (if any) to plant and / or equipment located outside the Tenant's demise that the Landlord has permitted

4.22.02

Surge protection equipment shall be as manufactured by Furse "ESP" range. Where alternatives are proposed these shall be subject to the Project Manager's /Landlord's Consultants approval.

4.23 SPRINKLER SUPPLY TO UNIT

Sprinkler System

4.23.01

The Landlord will provide a live-valid sprinkler connection to all retail units, except for defined large units.

4.23.02

The sprinkler installation will be designed and installed in accordance with LPC Rules for Automatic Sprinkler Installations incorporating BS5306 Part 2 1990, Life Safety and current Technical Bulletins. The Occupancy Rating is Ordinary Hazard Group 3.

4.23.03

The Tenant shall install a sprinkler system in accordance with the above and the system shall be designed and installed only by a Sprinkler Contractor that is certificated LPS 1048 company and approved to self-certificate the category of work. The company shall be listed in Part 5 Section 1.1 of the LPCB Red Book Volume 1 2006.

4.23.04

Example of Approved Companies:

- Mercury Engineering
- Mather & Platt (Ireland) Ltd.
- Irish Sprinkler & Fire Protection Ltd.

4.23.05

Sprinkler heads shall be non-recessed Quick Response type and are to be specified and installed to meet the specifications and spacing requirements in the LPC Technical Bulletin TB 20: 1994. Concealed type sprinkler heads are not permitted.

4.23.06

All equipment to be LPCB approved where applicable.

4.23.07

A permanent zone test and drainage facility shall be provided immediately downstream of the water flow alarm switch. The test facility shall simulate the operation of a sprinkler head. Adequate provision shall be made for the disposal of waste water from the test and drain facility.

Storage limits:

Normal/low combustible materials

(Category 1):

Free or block standing	4.0m
Solid or slatted shelves	
1.0m or less wide	3.5m

4.23.08

The Tenant should note that permitted storage heights for more combustible/highly flammable materials are reduced.

4.23.09

For a definitive list of storage categories

and types, consult your insurer or your LPS 1048 Sprinkler Contractor.

4.23.10

A clear space of at least 500mm must be maintained from the sprinkler deflector to the top of storage.

4.24 LANDLORD SPRINKLER WATER SUPPLY TO TENANT

4.24.01

The Landlord shall arrange for the sprinkler supply to the unit and the Tenant shall pay on demand a proportionate share of all Landlord's costs in arranging a sprinkler supply to the units in the Centre including all plant, tanks, pipework and builders work required in providing this supply. (The cost will be calculated on the basis that the cost of the supply will be divided by the floor area of the relevant units and multiplied by the floor area of the Tenant's unit)

Sprinkler Installation

4.24.02

The Tenant's sprinkler contractor shall liaise with the Project Managers and the Landlord's sprinkler contractor undertaking the main sprinkler installation, with regard to connecting to the Landlord's supply system. The Tenants' sprinkler systems must be tested against leakage and other faults.

prior to connection to the Landlord's sprinkler system.

4.24.03

The Landlord will provide a monitored sprinkler zone valve connection to all retail units. A flow switch located downstream of the zone valve will also be provided.

4.24.04

The zone valve and the flow switch will be wired to the Landlord Fire Alarm Panel.

4.24.05

The landlord shall not allow the tenant's sprinkler system to be connected without receipt of the following documents:

- Contractor's signed completion certificate.
- Signed pressure test certificate (15.0bar for 1 hour - no leaks).
- Signed LPS 1048 certificate

Maintenance of the Tenant Sprinkler System

4.24.06

The Tenant shall arrange for the ongoing regular maintenance of the system to be undertaken in accordance with LPC Technical Bulletin TB 6: 2001 by an LPS 1048 Approved Sprinkler Contractor with "servicing" included within its ISO 9001 scope.

4.24.07

Extensions and alterations to the installations shall be covered by LPS 1048 Certificates of Conformity.

4.25 FIRE DETECTION AND ALARM

Central System

4.25.01

The Landlord shall as part of the Centre's main fire detection and alarm system provide interface units at or near each unit for connection to the Tenant's fire detection and alarm system and the Tenant will be required to connect his system to the designated interface unit. The Main Contractor shall undertake the actual connection.

Tenant System

4.25.02

Tenants are responsible for providing a fire detection and alarm system within their Unit, which is compatible with the Landlord's system and which will comply with the requirements of, IS 3218 and achieve compliance with the Building Regulations 1997 and the requirements of the Fire Officer System protection shall be type L1 in accordance with IS 3218.

4.25.03

The Tenant shall provide cable from the Tenant Fire Alarm Panel to the interface unit using an approved fire rated cable (e.g. Pirelli F200 or Firetuf). The Main Contractor will connect this cable to the interface unit.

4.25.04

The Tenant's alarm sounder coverage and positioning shall be designed so that the sound level, measured in decibels, does not exceed 65 dB (A) at a distance of 1.0 metre beyond the front of the unit while doors/shutters onto the mall are open. The Tenant shall ensure that the fire alarm panel in their unit shall be suitably equipped and designed so as to interface with the Landlord's fire alarm system as follows: -

- To transmit to the Centre's central fire alarm panel a signal indicating that an alarm has been initiated within the Unit.
- To transmit to the Town Centre's central fire alarm panel a signal indicating that a fault has occurred in the fire alarm system of the unit.
- To receive from the Town Centre's central fire alarm system a signal (a) for the operation of the sounders within that unit in accordance with the fire alarm

systems or routine for the Town Centre and (b) to shut down all promotional music, public address or other sound systems within the Unit on operation of the Unit sounders.

- (iv) To operate in accordance with the requirements of Clause 4.10.02.

4.25.05

The Tenant shall ensure that a suitably qualified Engineer designs their individual fire detection system and to have the equipment provided by an approved supplier from the following list: -

- Siemens Ltd (Cerberus Division)
- Novar
- Chubb Alarms Limited
- Menvier Limited
- Or such other supplier that the Landlord's Consultant may approve in writing

4.25.06

The system shall be installed by an approved electrical contractor and shall be fully tested by the equipment supplier. The Landlord or a nominated representative shall be notified of such testing and retains the right to be present at such testing. The Tenant, or his Fit-out Contractor, shall notify the Landlord at least 3 full working days in advance of the proposed date of testing.

4.25.07

The equipment supplier or such other person or firm as the supplier may nominate in writing for that purpose shall commission the system. The Tenant shall advise the Landlord in writing five full working days in advance of the commissioning of any services. The Landlord reserves the right to attend, or have an agent attend on their behalf and witness such commissioning. The Tenant shall take all necessary steps to facilitate such attendance.

4.25.08

If the Tenant intends using an alternative supplier to those listed, approval must be first sought and obtained in writing from the Project Manager.

4.25.09

On completion of the installation of the system and in advance of removing any fire resisting hoarding the Tenant must submit to the Landlord a copy of the Design, Installation and Commissioning Certificates in accordance with IS 3218.

4.25.10

The Tenant shall make appropriate arrangements for the ongoing maintenance of the system to be undertaken in accordance with IS 3218 and shall furnish to the Landlord copies of certification and other documentary evidence to confirm

that the regular maintenance of the system is being carried out on an ongoing basis.

4.25.11

In the event of a planned or unplanned shut down of the system the Tenant shall keep the Landlord fully informed.

4.25.12

Where the Tenant has to carry out any planned maintenance or any other interference with the Fire Detection System in the Unit after the Landlord's Fire Detection System has been made "live" the Tenant shall give not less than 48 hours notice in writing to the Landlord to enable the Landlord's Insurers to be notified of the event and to take all necessary steps to protect the Centre when the whole or part of the Fire Detection System is inoperative. The Tenant must comply with all requirements of the Landlord with regard to the operation and maintenance of the Fire Detection System.

4.26 SOUND REINFORCEMENT / VOICE EVACUATION

4.26.01

If the Tenant intends to install PA systems within their Unit, the express approval of the Landlord will be required. In no case shall the Tenant's PA system interfere with

the audibility or operation of the Landlord's PA system and where specified by the Landlord the Tenant shall provide equipment and associated interface cabling to mute their system when emergency announcements are being relayed by the Landlord's PA system.

4.26.02

The major Tenants (supermarket, department stores, medium sized stores, cinema etc.), may be required by the Fire Officer, the Landlord's Fire Consultant, or the insurer of the Town Centre to provide voice evacuation (alarm) systems, complying with IS 3218: 1989 and BS 5839 Part 8, which shall be interfaced with the Landlord's system, as required by the above standards and agreed with the Fire Officer and the Landlord's Fire Consultant and the Town Centre Insurers.

4.27 TELECOMMUNICATIONS SERVICES

4.27.01

The Landlord shall provide wireways only for the provision of the telecommunications (telephone, data, etc.) facilities for the units. The Landlord will arrange with Eircom and Smart Telecoms to provide telecommunications facilities for the Centre for distribution to the units in

accordance with these provisions.

4.27.02

The Tenant shall apply to relevant providers for telephone, data provider for telephone and data lines and will be responsible for any costs payable to them. Service access to be provided via prepared conduit and/or routes approved by the Landlord. The Tenant shall as soon as possible, advise the Landlord of the number of telephone and data lines required for their proposed installation to their unit in order that the suitability of the infrastructure can be checked.

4.27.03

A copy of the relevant provider application and documentation shall be forwarded to the Landlord to assist him in co-ordinating the provision of telecommunications services to the Centre and the units therein.

4.28 TELEVISION / RADIO ETC

4.28.01

Tenants shall not install their own television/radio reception aerials / satellite dishes equipment without the express approval of the Landlord.

4.28.02

Television/radio signals will not be supplied

to units unless specifically requested by the Tenant and agreed by the Landlord.

4.28.03

Any Tenant requiring a TV/Radio signal should apply to the Landlord for connection to the proposed installation at the Tenant's expense as an Addition (as defined in the Agreement for Lease).

4.29 ROOF PLANT FOR ANCHOR TENANT

4.29.01

Reasonable but limited provision will be made at roof level for the positioning of Tenant's plant for Anchor Tenant only. This will require the prior written consent of the Landlord who may require a Licence to be entered into by the Tenant in connection with the installation and positioning of the Tenant's plant on the roof.

4.29.02

The Tenant is deemed to be aware from the drawings issued to them for the specific zone(s) where plant may be located.

4.29.03

Subject to the prior consent of the Landlord as referred to above, all details in relation to the positioning of Tenant's plant should be agreed with the Landlord's consultants in order to avoid invalidating Main Contract

warranties with regard to roof finishes etc. Any openings required in the roof by the Tenant must be instructed by the Project Manager and carried out by the Main Contractors. The Tenant will reimburse the Landlord in full for the cost of carrying out these works and any associated Landlord's consultant's fees as an Addition (as defined in the Agreement for Lease).

4.29.04

Failure to adhere to these procedures will result in the Tenant being in breach of the provisions of this Handbook, Agreement for Lease and the Lease and the Tenant may be liable for considerable financial costs and/or damages for such breach.

4.30 ACCESS TO LANDLORDS SERVICES

4.30.01

The Landlord reserves the right to run services through any unit. Where this occurs the Tenant shall design the Fit-out to take such services into account and shall ensure that access for maintenance by the Centre Management is readily available on an ongoing basis.

4.31 DRAINAGE

Drainage

4.31.01

A sanitary drainage system with at least one 100 mm plugged drain connection will be provided to the unit. In each case the location to be at the discretion of the Landlord. Large units will be provided with additional connections as appropriate. Vertical and horizontal pipe runs including connections may be required through units for other parts of the Centre at Landlord's discretion.

4.32 Drainage Installation in Units

4.32.01

All sanitary drainage pipework installations carried out by the Tenant in the unit must conform to the requirements of the Local Authority and to BS EN 12056 (2000). The Tenant shall install above floor grease traps where required to comply with Building Regulations.

4.33 Tenant's Toilets.

4.33.01 The Tenant shall provide toilet accommodation in the Unit to conform to current legislation. Building Regulations, and Local Authority codes and standards.

4.34 BUILDING STRUCTURE / UNIT ENCLOSURES

4.35.01 Alterations to the Landlord's Shell

The Tenant shall provide the Landlord with full details of any proposed amendments required to the shell, and obtain the Landlord's written approval of the proposals before proceeding with the works. If any such works are approved and carried out by the Landlord, the provisions of Clause 4.17.01 shall apply.

4.35.02

The Tenant shall comply with the Building Regulations and obtain all other necessary approvals.

4.36 Alterations to Approved Drawings

No alterations to Fit-out, shop-front, structural or services works already approved may be made without the Landlord's written consent.

4.37 Damage to Landlord's Construction or Installations

4.37.01

If the Tenant or any servant, agent or

contractor of the Tenant causes or notices damage to any part of the construction or installations provided by the Landlord, this damage must be reported immediately to the Project Manager and/or (the Centre Manager after the Centre Opening Day). In this respect the Tenant's attention is particularly drawn to items involving fire protection, fire fighting and fire escapes, structure, water proofing, services and security.

If any damage to the Centre is caused by the Tenant or any of their servants, agents, employees, contractors or anyone connected with the Tenant will be rectified by the Main Contractor and the Tenant shall pay on demand the cost of making good such damage.

4.38 FIT-OUT (SHOPFITTING) PROCEDURES AND SHOP-FRONTS

4.38.01

The following section is intended to provide the Tenant with information on the nature and quality of Fit-out design, which the Landlord is seeking to achieve within the Centre.

Design

4.38.02

The Landlord encourages imaginative, varied, good quality and original shop-front design incorporating high standards in design and materials.

4.38.03

Certain basic aims and principles are noted to allow the Tenant flexibility in order to achieve attractive and interesting results.

4.38.04

Design proposals for each unit will be considered on its own merits and in conjunction with adjacent units and the development as a whole.

Shop-front Proposals

4.38.05

Materials selected should be durable and of sufficient strength to resist knocks and abrasions.

4.38.06

The use of materials having a lower fire rating than Class '0' must be checked in advance with the Fire Officer, as there may be restrictions in the permitted surface area of such materials.

4.38.07

Cladding materials such as chipboard, fibreboard, hardboard and softwood will not be permitted in shop-fronts and sheet

material patterned to imitate another specific surface finish or texture is prohibited.

4.38.08

Where glazing is incorporated into the shop-front design, the Tenant is encouraged to maximise the glazed area. On large areas of clear glazing an etched line, logo or other device shall be utilized by the Tenant to prevent members of the public walking into the glass.

4.38.09

Shop-front framing members may be of steel, aluminum or hardwood. These materials should be self finished, such as stainless steel or brass, or should have a factory applied finish, for example:

- i) Vitreous enamelling
- ii) Polyester powder coating
- iii) Anodising
- iv) Plastic coating

4.38.10

Where timber shop-front framing is employed, Tenants are encouraged to consider the use of marbled and other decorative paint finishes. Colour staining and polishing of hardwood is also recommended.

4.38.11

Plinths or stallrisers are to be of materials

capable of withstanding the normal wear of floor cleaning agents and machines.

4.38.12

Moveable displays or showcases are prohibited in front of the lease line unless licensed by the Landlord. No storage of any kind will be allowed outside of the lease line or demised area of the unit.

4.38.13

All fixings for the shop-front are to be made to the structural shell of the building and none will be allowed to either the Landlord's ceilings or services and their respective support systems. The Tenant's shop-front must be installed in such a way that no damage occurs to the mall finishes, ceilings, pilasters or floor finishes.

4.38.14

If the Unit has an external frontage to the car park or other outside area the shop-fronts shall be designed to be weather proof and secure. High quality shop-front design is equally important here as within the covered malls and will have a major impact on the external appearance of the Centre and the Tenant's Unit. Shop-fronts to the internal car parks will require fire shutters to be installed by the Tenant to comply with the Fire Certificate for the Centre. Such shop-fronts will have to comply with Building Regulations and may

also require Planning Consent.

4.38.15

Where a shop-front is set inside the lease line of the Unit, the Tenant must finish the floor to match the Landlord's mall floor and agree the ceiling finishes at the design stage. The Tenant shall ensure that the appropriate fire resistance at the shop-front is maintained to the satisfaction of the Fire Officer.

4.38.16

Timber used structurally is unlikely to be acceptable either to the Landlord or the Fire Officer. Some forms of decorative timber construction may be considered, but this would still be subject to the approval of the Fire Officer.

4.38.17

Shop-fronts generally are to be contained within the openings defined and must not project forward beyond the shop-front lease line and pop-out zone (if applicable and approved by the Landlord) shown on the Architect's drawings. Drawings illustrating typical shop-front conditions are available on request from the Architect.

4.38.18

Structural columns cannot be removed or altered under any circumstances. The Landlord may advise from time to time that straddle designated smoke zones, the

Tenant is required to install a 2 hour Fire Shutter activated by the Tenants own smoke detection system located on one side of zone interchange. The precise location of the zones is subject to Fire Officer approval and precise details are available on request from the Landlord's Architect.

4.38.19

Careful consideration should be given by the Tenant to the selection of finishing materials and colours in the design of interiors.

4.38.20

Where merchandising fitments do not cover wall surfaces the surface must be finished with good quality materials.

4.38.21

All the internal partitions required by the Fit-out scheme, including those around toilets and rear lobby, are to be constructed by the Tenant.

Shop Interior Design

4.38.22

The Tenant shall install a suspended ceiling in the Unit and the design should employ variation in ceiling heights and avoid the use of standard white acoustic tile systems where possible. In certain Units the structural ceiling shall be lowered to allow

for the installation of escalators in the unit over (this will be noted on the Unit drawings) and the Tenant shall have a dropped ceiling to accommodate this situation.

4.38.23

The Tenant's floor finishes should be chosen to relate to the mall finish and to the shop interior. This is particularly important where no shop-front per se is employed, and the use of carpet, terrazzo, natural stone or marble tiles, quarry or ceramic tiles, profiled rubber or natural hardwood is strongly recommended. The Tenant should avoid using vinyl tile or sheet. Where the shop-front or entrance doors are set back from the demise line, the floor finish in front of the set back line must match the adjacent mall floor finish.

4.38.24

The Landlord has defined a Design Control Zone, which extends 3000mm from the demise line at the Mall into the Unit and for its full width. Within this control zone, all aspects of design, finishes, colours, signs, lighting and workmanship will be carefully scrutinised by the Landlord and will require his full approval.

4.38.25

The Tenant is advised to pay particular attention to the lighting design of display areas and shop interiors. The Tenant shall

place particular emphasis on lighting merchandise and displays rather than producing a uniform overall lighting level throughout the Unit.

4.38.26

The Tenant shall give due consideration to the use of spotlights, effect lighting and the use of neon tubing which are often very effective.

4.38.27

Exposed fluorescent tubes or surface wiring and conduit of any kind are not acceptable.

4.38.28

The use of flashing or stroboscopic lights by the Tenant is prohibited.

4.38.30

The Tenant's Fit-out proposals shall include the Tenant's proposed display and merchandising system. The Tenant shall aim to achieve a high standard of window display. The use of posters affixed to shop-fronts will not be allowed under any circumstances.

4.38.31

The following materials **shall not be used** by the Tenant in the Fit-out works

- a) high alumina cement;
- b) wood-wool slabs as permanent formwork;

- c) calcium chloride in blockwork or brickwork;
- d) asbestos or asbestos based products;
- e) aggregates which do not comply with British Standard and Irish Standard Specifications, and aggregates susceptible to alkali silica reaction;
- f) calcium silicate bricks, blocks or tiles;
- g) lead pipe work;
- h) any insulation product containing urea formaldehyde;
- i) concrete or mortar additives containing calcium chloride;
- j) concrete that may be susceptible to alkali/silica reactions;
- k) all or any tropical rainforest hardwoods;
- l) any products, which contain or use Montreal listed CFC gases in its manufacture and
- m) any other materials generally known at the time of specification to be deleterious to health or safety or to the integrity of buildings.

Signs

4.38.32

The Tenant shall give detailed consideration to the shop-front signage. The Landlord invites and encourages attractive and

innovative proposals in this respect.

4.38.33

Shop-front signs shall be in proportion to the frontage of the Unit and may be of any colour or typeface, and incorporate the Tenant's logo, (subject to Landlord's approval).

4.38.34

The position of the sign is an integral part of the design. The Tenant shall take into account viewing angles from all positions within the malls leading to and from the Unit.

4.38.35

The sign shall be based upon one of the following types of construction:

- i) Non-illuminated three-dimensional lettering of minimum 75mm return depth applied, or spaced from the fascia or glass line
- ii) As i) above, "halo lit" from within the letter or internally illuminated individual lettering
- iii) Sign writing to fascia, or to the rear of the shop-front glazing

The use of full-face illumination box signs is prohibited.

4.38.36

The Tenant may affix lighting to the mall

face of his shop-front, either as part of the fascia or for lettering illumination, but only with the express consent of the Landlord, and all wiring and transformers must be concealed from view so as to be not visible from the mall.

4.38.37

Power for all illuminated signs is to be provided by the Tenant from the Tenant's electrical system.

4.38.38

The Tenant is prohibited from displaying the sign manufacturers nameplates, logo or insignia on the shop-front sign or any part of it or on any part of the Unit so as to be visible from the mall.

4.38.39

Temporary signs, barriers, banners, sales notices and the like will not be allowed on shop-fronts or immediately within shop windows unless with the express permission of the Centre Management.

4.38.40

Fireman's switches where required are to be of the flush mounted pattern. The Tenant should give strong consideration to the use of hi-slim lighting instead of neon lighting would avoid the requirement for a Fireman's switch.

4.38.41

The Landlord will provide and fit in due course a shop unit number on the rear door of each unit and the Tenant shall provide and fit a clear Tenant nameplate.

Windows and Louvres

4.38.42

Other than for shop-fronts and doors, the Landlord will not ordinarily incorporate openings in the external envelope for windows and louvres in the Unit.

4.38.43

If the Landlord incorporates windows for aesthetic reasons and these occur within the Tenant's Unit, the glazing may be opaque by agreement with between the Landlord's and Tenant's Architect.

4.38.44

Where the Landlord agrees to incorporate windows, louvres etc for the Tenant in the Unit, this may be carried out by the Main Contractor at the expense of the Tenant as an Addition (as defined in the Agreement for Lease).

4.39 TENANTS REFUSE.

4.39.01

The Tenant shall provide space within their Unit, for a minimum of **3 No refuse bins**

(either 240 litres size 720 x 580 x 1070mm high or 1100 litres size 1070 x 1360 x 1460mm high) in order to comply with the Statutory Waste Regulations and the Centre Manager's rules for refuse disposal. The Tenant will not under any circumstances be allowed leave refuse bins in service corridors or any other area outside the Unit demise. The Tenant will be responsible for separating all refuse in accordance with Statutory Waste Regulations and the Centre Manager's rules for refuse disposal.

4.39.02

Tenants of the large stores shall provide their own compactors in locations to be agreed with the Landlord and comply with the Statutory Waste Regulations and the Centre Manager's rules for refuse disposal

4.40 FIT-OUT CONTRACTORS

4.40.01

The Tenant shall appoint a Main Fit-out Contractor to carry out and control the Fit-out works and all Tenants' Fit-out Sub-contractors on site.

4.40.02

The Landlord reserves the right, to require the Tenant to procure that their Fit-out contractor and subcontractors must employ union labour on the site to avoid

industrial disputes. Special employment conditions on site (if any) must be coordinated with the Landlord's Main Contractor so that no disruption or delay is caused to the work on site by or on behalf of the Landlord.

4.41 STATUTORY REQUIREMENTS FOR FIT-OUT:

4.41.01

The Tenant shall be responsible for obtaining in good time Planning Permission (where applicable and agreed to by the Landlord) and Fire Safety Certificate approval for the Fit-out and the proposed use of the Unit, including seeking approval and complying with the Health Officer's requirements.

The Project Manager and/or (the Centre Manager after the Centre Opening Day) must approve any application for such requisite consents, before submission. Please allow at least 2 weeks for such approval.

The Tenant shall procure that their Fit-out Contractor meets the requirements of all local and other statutory authorities and all current legislation relating to the Fit-out works including health and safety at work.

No works whatsoever shall be carried out

on site prior to the issue of any necessary Planning Permissions, Fire Certificates and the submission of the Commencement Notice. (NOTE: - Early Start is 14 days after submission of Commencement Notice and Late Start is 28 days after submission of Commencement Notice)

Copies of these must be submitted by the Tenant to the Project Managers and/or (the Centre Manager after the Centre Opening Day) when issued.

4.41.02

The Tenant is strongly advised to have preliminary discussions with the Local Authority Officers prior to submitting applications for the requisite consents.

Approval of the Fit-out by the Project Manager and/or (the Centre Manager after the Centre Opening Day) or the Landlord's agents will not relieve the Tenant or their Fit-out Contractors of their responsibilities with regard to Statutory or Local Authority Requirements.

4.41.03

As soon as possible and in any event no later than 3 months after signing of the agreement for lease the Tenant shall submit to the Project Manager and/or (the Centre Manager after the Centre Opening Day) for approval, the name of an Architect or professional Design Consultant that they

have appointed to design the Fit-out works.

If as part of the Fit-out design, substantial engineering work is to be carried out to the Unit, the name of a properly qualified professional Structural Engineer shall be submitted to the Project Manager.

All of the Tenants' Consultants (viz. Architect, Interior Designer, Structural and Services Engineers) must carry Professional Indemnity Insurance (subject to an indemnity limit that is acceptable to the Landlord's Insurance Brokers) with regard to the Fit-out and any other works in connection with the Centre.

Evidence of Consultant's Professional Indemnity Insurance shall be provided to the Project Managers for approval by the Landlord's Insurance Brokers in advance of the Fit-out work commencing.

The Tenant must ensure that the Consultant's Professional Indemnity Insurance be maintained for a period of 6 years from Practical Completion of the Fit-out Works. The Landlord may require such Consultants to provide Collateral Warranties (in such form that is acceptable to the Landlord) to the Landlord with regard to the Fit-out works.

4.41.04

The Tenant's Consultants shall be

responsible for the design and supervision of the Fit-out to the Unit and for co-ordinating and arranging the order of work within the Unit, and shall ensure that any work reserved to the Main Contractor in this Handbook or elsewhere is only carried out by the Main Contractors.

4.41.05

In the first instance the Tenant and their design team should meet the Project Manager and/or (the Centre Manager after the Centre Opening Day) for the purpose of a general briefing and informal design discussions. It is advisable that this contact be maintained during the design formulation period in order to minimise the possibility of abortive design work being carried out. The Landlord shall make available to the Tenant's Consultants, drawings showing the plan, elevations, and sections of the Unit.

4.41.06

The Tenant shall reimburse the Landlord on demand as an Addition (as defined in the Agreement for Lease)

- i) The Landlord's professional fees and expenses (incurred with respect to the Landlord's Architects, Interior Designer, Structural Engineers or Services Engineers or Quantity Surveyors or others) in respect of any work

carried out for the Unit at the request of the Tenant or their representative.

- ii) The cost of all building works or alterations charged by the Main Contractors in respect of any work carried out at the request of the Tenant, their representative or their Fit-out Contractors.
- iii) The Landlord's costs involved in the approval or disapproval of the Tenant's proposed Fit-out works and any alteration to such works, any fees payable to the Statutory Authority for Planning and Fire Safety Certificate and any other requisite approvals.

4.42 FIT-OUT COMPLETION:

Fit-out "As Built Drawings"

4.42.01.

Upon the completion of the Fit-out and not later than two months after the Centre Opening Day, the Tenant shall provide the Project Manager and/or (the Centre Manager 12 months after the Centre Opening Day) with **two sets** of 'as built' drawings on completion of all works together with a

CD-ROM copy (AutoCAD 2000 Format), for record purposes.

Completion Certificates Etc.

4.42.02

Prior to commencing trading or earlier if directed by the Landlord, the Tenant shall provide the following certificates (in a form and content acceptable to the Landlord) to the Project Manager for the building services systems in the Unit.

- i.) Certificate of Compliance with Planning Permission (RIAI format) where the Tenant's Consultants have obtained Planning for the Unit together with any back-up certificates referred to
- ii.) Fire alarm commissioning certificate in accordance with IS 3218: 1989
- iii.) Emergency lighting commissioning certificate in accordance with IS 3217: 1989
- iv.) Commissioning certificate for the sprinkler system in accordance with BS 5306: Part 2
- v.) LPS 1048 certificate of conformity for the sprinkler system
- vi.) Electrical installation completion certificate in accordance with the ETCI

Rules and the requirements of RECI. (This is to include all electrical sub-system completion certificates as required by ETCI/RECI)

- vii.) Certificates of compliance for the mechanical and electrical services installation signed by a Chartered Engineer
- viii.) Local Authority Water Supply Certificate.

4.42.03

In addition the Tenant shall with respect to all noise generating plant (e.g. air handling units, chillers, generators, etc.) installed by the Tenant, provide appropriate noise readings at the boundary of the Unit or plant space (as appropriate) to demonstrate compliance with the requirements of the relevant Local and Statutory Authorities or any applicable Planning Conditions including the EIS and the requirement of the Landlord.

4.43 NOTES FOR FIT-OUT CONTRACTORS

The Fit-out Contractors shall be responsible for the provision of everything necessary to enable the carrying of all works required for the Fit-out of the Unit.

Setting Out:

4.43.01

The Project Manager and/or (Centre Manager after the Centre Opening Date) will provide the Tenant with drawings indicating the unit and its location within the Centre. The Tenant or their agents shall check on site all dimensions, levels, service positions and any other relevant matters, as the Landlord will not accept responsibility for discrepancies between drawing information supplied and the Unit and neighbouring units as constructed.

Hoardings:

4.43.02

The Fit-out Contractor shall be responsible for the erection of appropriate Fit-out hoardings, which will be positioned between the columns or sidewalls of the Unit, or, where appropriate, around mall units. (In certain cases a hoarding may already be in place.) (If the Fit-out is carried out after the Centre opens a fire-resisting hoarding shall be installed if required by the Fire Officer or the Landlord's Insurers) The purpose of the hoarding shall be to protect the Fit-out works and to prevent unlawful access to the remainder of the Centre while the Fit is under way. The hoardings shall be the full height of the shop-front opening and designed to

prevent any dust escaping into the Mall area. Whilst the shop-front is being fitted the Tenant may move the hoardings into the mall up to 900mm in front of the demise line.

4.43.03

The Project Manager and/or (the Centre Manager after the Centre Opening Day) should be notified regarding the final removal of the hoarding at the earliest opportunity.

4.43.04

The Centre Manager may from time to time make rules or regulations regarding the design, layout of signs and advertising on the hoardings if the Fit-out works occur after the Centre opens and the Tenant shall comply therewith.

4.43.05

It will be the Fit-out Contractor's responsibility to alter, upgrade and remove any temporary hoarding installed (if installed by the Tenant or Landlord) prior to, or as part of, the Fit-out of the Unit at the Tenant's cost. The Tenant will be responsible for any damage caused to any mall finishes, which will be made good by the Main Contractors and the Tenant shall pay on demand the landlord's costs and expenses in making good such damage.

4.43.06

The Tenant's hoardings shall be of new timber and plywood construction, erected on softboard protection with softboard protection to adjacent wall or pilaster finishes.

Hoardings are to stop short of the Landlord's ceiling finishes, but must be lined with polythene and the unit completely sealed from the mall during building works to prevent dust escaping into the mall.

The mall / external face of the hoarding shall be painted in a base colour specified by the Project Manager and/or (the Centre Manager after the Centre Opening Day).

4.43.07

The Tenant shall display and maintain on the hoarding the following details which must be clear and legible at all relevant times:

- Tenant's Trading Name
- Unit Number
- Tenant's Contact Name & Telephone Numbers
- Tenant's Designer's Name
- Tenant's Designer's Contact Name & Telephone Numbers
- Main Fit-out Contractor's Name
- Main Fit-out Contractor's Contact Name & Telephone Numbers

4.43.08

The Main Fit Contractor shall provide a 24-

hr contact name and a confidential telephone number to the Project Manager, the Landlord's Main Contractor, Centre Manager and Site Security in case of any emergencies occurring on site.

4.43.09

If the Fit-out of the Unit is being carried out in whole or in part after the Centre Opening Day, such that the Unit requires a hoarding, the Tenant shall comply with all the requirements of the Centre Manager, the Fire Officer and the Landlord's Insurers in this respect. This may include, inter alia, the application of a non-combustible board and a Class 0 fire rating applied to the face of the hoarding. The hoarding may need to incorporate fire escapes, and vision panel(s) to assist Centre safety and security and all of these special requirements shall be implemented by the Tenant without delay.

Fit-out Operations:

4.43.10

The rules in Section 4.00 of this Handbook relating to the activities of Fit-out Contractors must be strictly adhered to and the Tenant shall procure the same. The rules and regulations imposed from time to time by the Project Manager and/or Centre Manager and management staff must be observed by the Tenant and the Fit Out Contractor at all times.

4.43.11

The Tenant shall be responsible for any loss or damage whatsoever caused by the Tenant, their Fit-out Contractors (their sub-contractors, servants and agents) to the Landlord's property arising from or in connection with the Fit-out, and that the cost of any repair or replacement will be undertaken by the Landlord at the Tenant's expense, payable on demand.

4.43.12

The Tenant and their Fit-out Contractors must take note of the following regulations throughout their presence on site.

4.43.13

The aim of the imposition of these conditions is to ensure that the Fit-out is carried out without disturbance or damage to the Centre and without causing disruption to the progress of the Main Contractor's works or, if after the Centre Opening Day, the conduct of undisturbed trade in nearby units in the Centre.

The Fit-out Contractor is advised that the Landlord will vigorously apply these regulations and that any breach of them may result in the Fit-out Contractor (and any sub-contractor or their respective servants or agents) being barred from the site and the Tenant's (non-exclusive) license to occupy the Unit being terminated by the Landlord.

4.43.14**Construction and Programming Requirements:****(a) Health and Safety on Site.**

The Fit-out shall be carried out in accordance with all requirements of local and other statutory authorities and their execution shall comply in all respects with current legislation and regulations relating to, inter alia, Health and Safety at Work and any special safety procedures required by the Landlord or the Main Contractor.

Refer to Appendix 2 for a copy of the Main Contractor's Health & Safety Plan.

The Fit-out contractor shall submit a Health & Safety Plan / Safety Statement to the Project Manager and/or (the Centre Manager after the Centre Opening Day) not less than 4 weeks before commencement of the Fit-out for the Main Contractor's approval. The Fit-out Contractor will not be permitted to start work on the Unit until the Main Contractor approves the Health & Safety Plan / Safety Statement.

The Tenant or their Fit-out Contractor shall maintain suitable temporary fire-fighting equipment during the Fit-out to comply with the Main Contractor and Landlord Insurer's requirements. The Project Manager and/or (the Centre Manager after the

Centre Opening Day) as appropriate shall have the right to inspect and check this equipment. During the Fit-out the Tenant's Contractor shall also provide at least one fire extinguisher (or more as directed by the Fire Officer) situated immediately inside the hoarding or back door of the Unit.

(b) Necessary Consents.

The Tenant shall obtain all necessary consents from all relevant Local and Statutory Authorities and shall supply copies to the Project Manager and/or (the Centre Manager after the Centre Opening Day) before works commencement of the Fit-out, and shall comply with all conditions and provisions thereof.

The Tenant shall also be responsible for any necessary co-ordination with the statutory and local authorities. The Tenant is reminded of the rights of the statutory and local authorities to inspect the Fit-out on site.

(c) Fit-out Programme

The Tenant shall provide to the Project Manager and/or (Centre Manager after the Centre Opening Date) prior to commencement of the Fit-out, a programme indicating starting and finishing dates (in compliance with the provisions contained in the Agreement for

Lease) together with the main order of the implementation of the Fit-out works and a method statement. The Project Manager and/or (the Centre Manager after the Centre Opening Day) as appropriate shall be kept informed by the Tenant at regular intervals of the Fit-out period as to progress of the Fit-out.

The Fit-out Contractor shall use their very best endeavours to expediently execute the programme of works thereby ensuring that trading commences at the opening date for the Centre.

(d) Notification of Start of Fit-out Works.

The Tenant shall inform the Landlord in writing not less than 14 days prior to the commencement of Fit-out works on site. The Tenant their representative shall visit the site 7 days prior to the commencement of Fit-out works to discuss with the Project Manager and/or (the Centre Manager after the Centre Opening Day), final methods of access etc., and to acquaint the Project Manager and/or (the Centre Manager after the Centre Opening Day) with the general mode of execution of Fit-out works.

The Tenant or their representative shall agree with the Project Manager and/or (the Centre Manager after the Centre Opening Day), any outstanding items or damage to be made good in the Unit, prior to the

Tenant starting Fit-out work. For the avoidance of doubt, such items shall only be deemed material if the non remedy thereof before commencement of the Fit-out would either prevent or materially delay or impede the execution of the Fit-out. No allowance will be made subsequently by the Landlord for items not agreed at this stage.

The Fit-out shall be carried out in accordance with drawings and the specification approved by the Architect and/or (the Centre Manager after the Centre Opening Day) as appropriate. The Architect and/or the Centre Manager and/or Landlord reserves the right of inspection from time to time during the carrying out of the Fit-out to ensure that the Fit-out works are being carried out in accordance with the approved drawings and specification.

Any material alterations to approved Fit-out works must be approved again by the Architect and/or (the Centre Manager after the Centre Opening Day) or the Landlord before being carried out on site.

The Fit-out shall be carried out in a manner, which does not prejudice or invalidate the insurances with respect to the Centre or other property of the Landlord and/or insurances of the Main Contractor or Landlord.

The Fit-out shall be carried out in all respects to a standard appropriate to a high class enclosed Centre.

(e) Fit-out Contractor.

The Fit-out Contractor shall either be the Landlord's Main Contractor or a Contractor approved by the Project Manager and/or (the Centre Manager after the Centre Opening Day) and the name of Fit-out Contractor shall be notified not less than 14 days prior to commencement of the Fit-out to Project Manager and/or (the Centre Manager after the Centre Opening Day).

The Fit-out Contractor shall comply with all Landlords' reasonable requirements and directions for carrying out the Fit-out in order to, inter alia, minimise nuisance and the disruption to other works in the Centre.

The Fit-out Contractor's works, plant and materials shall at all times be completely contained within the Unit.

Should this stipulation not be observed, the Project Manager and/or (the Centre Manager after the Centre Opening Day) will be and are hereby authorised at their sole discretion to remove and/or confiscate such works, plant and materials from outside the Unit without any liability for damages or costs or other losses and the Tenant shall reimburse the Landlord for the full cost of

such removal on demand.

For avoidance of doubt, the Tenant and their Fit-out Contractor shall not, without the Project Manager's and/or (the Centre Manager after the Centre Opening Day) prior written consent, make any use of the pedestrian malls for works, access or the transport of materials, and shall not allow the escape of dust or any other emissions from the Unit.

The Tenant and their Fit-out Contractors shall be responsible for taking site measurements and levels before the Fit-out commences. The Main Contractor will provide a datum level near to the Unit.

The Tenant will not be permitted to display, advertise or indicate their projected opening date prior to the opening day of the Centre Opening Day.

If the Tenant or their Fit-out Contractors proposes to make any structural alterations (which expression includes forming of chases and holes in the structure of the Unit), they shall first obtain the written consent of the Landlord's Architect and Structural Engineer. The Tenant will also be required to pay on demand the fees of the Landlord's Architect and Structural Engineer for examining the Tenant's proposals (whether or not consent is granted).

The Tenant or their Fit-out Contractors must obtain the approval of the Landlord to their proposals for connecting to the mains services, mechanical and electrical and public installations. It is the Tenant's responsibility to pay all costs as noted elsewhere for such connections and any necessary works or alterations to accommodate such connections.

All plant used in carrying out of the Fit-out works shall be electrically driven and contained within the Unit. Petrol and diesel driven mechanical mixers are prohibited.

The use of pneumatic drills and jackhammers will not be permitted during trading hours of the Centre. The Tenant may use such items outside these hours, but only during times specifically agreed with the Main Contractor or Centre Manager.

Where the Tenant is carrying out the Fit-out after the Centre Opening Date and the Central Fire Detection system becomes active, the Tenant shall comply with the requirements of the Fire Officer and the Centre Manager.

The Tenant's Contractor's site personnel are prohibited from eating and drinking outside of the curtilage of the Unit while in the Centre.

The Landlord reserves the right without liability to the Landlord or the Main Contractor or otherwise to remove and/or bar from the Centre any Fit-out Contractor's personnel or any personnel of any subcontractor if the Landlord is of the opinion that any of the said personnel are acting in an improper manner or that the presence of such individuals in the Centre is causing or is likely to cause injury, damage or disruption to persons or property in the Centre.

The Tenant is ultimately responsible for any damage done or injury caused by their Fit-out Contractor and any sums or costs payable or liabilities incurred by the Fit-out Contractor, its sub-contractors and their servants or agents to the Main Contractor and/or his subcontractors or the Landlord. The Tenant shall ensure that their Fit-out Contractor has included in its tender for the provision of all services and costs identified in the Tenant's Handbook together with any other arrangements to be made with the Main Contractor and/or his subcontractors or Landlord.

(f) Delivery and Storage of Materials for Fit-out Works

All goods, materials and supplies delivered to the Tenant for the Unit or to be stored by the Tenant in the Centre shall kept in the Unit

The access for delivery of goods, materials and supplies will normally be along a route nominated by the Project Manager and the Main Contractor to the Unit from the designated service yards. The Landlord may from time to time provide designated off-loading areas, which shall be indicated on drawings, which shall be attached to the Access Certificate. Any other access routes are shall be expressly agreed with the Project Manager and the Main Contractor whose responsibility it will be to co-ordinate this aspect of all the Tenant's Fit-out Contractors.

All bulk materials must be delivered to the site in bags. The Fit-out Contractor shall be responsible to ensure that materials are not washed down any drains and the Fit-out Contractor shall pay for any costs for the cleaning and removal of any material deposited by the Fit-out Contractor from drains.

During the construction period of the Centre, the Landlord shall provide designated compound areas with limited toilet facilities. Designated refuse skips shall be located at different areas for the use of the Tenants to dispose of all non-toxic or no-hazardous builder's rubble, waste and refuse arising from the Fit-out works. The Tenant's Fit-out Contractors is prohibited from using the Landlord's Main Contractor's skips or other disposal facilities unless

specifically agreed by the Project Managers and the Main Contractor.

Once the Centre has opened for trading, this compound facility will no longer be available and everything must be removed and then be contained within the Unit and all special requirements or arrangements must be agreed with the Centre Manager or the Landlord.

The Fit-out Contractors vehicles will not be permitted access to nor shall they be permitted to park within the service yards other than for loading or unloading, and then only during the permitted working hours notified from time to time to the Tenant by the Project Manager and/or (the Centre Manager after the Centre Opening Day). The Fit-out Contractors vehicles will not be permitted to park in the public car park during Centre opening hours. Without prejudice to the foregoing, the Landlord (or his Contractor) or the Centre Manager may request the removal of any vehicle at any time if it causing an obstruction or other problem.

(g) Access Route to the Unit

The Main Contractor will afford a defined access route for Fit-out purposes to the unit from the Possession Date and the Tenant and the Fit-out Contractor shall be obliged to utilize such route only for access to and

egress from the Unit during the permitted access hours notified to the Tenant or the Fit-out Contractor.

No access will be allowed to the Unit from the mall except for the installation of large plate glass windows, which will only be permitted by prior agreement with the Main Contractor or Project Manager and/or (the Centre Manager after the Centre Opening Day). In such a case, adequate protection must be provided to all floors and other finished surfaces in the Mall or other Landlord areas.

The Fit-out and associated works must be carried out entirely within the Tenant's demised area unless otherwise agreed in writing with the Project Manager and the Main Contractor.

For the avoidance of doubt, the storage of materials and mixing of materials shall be contained within the Unit. Any materials, once unloaded, must be taken from the service area to the Unit without delay. Unless agreed in writing by the Project Manager and the Main Contractor, no area outside the Unit may be used for the storage of materials.

(h) Hot Working Permits for Fit-out Works.

The Project Manager and/or (the Centre Manager after the Centre Opening day)

require that Hot Working Permits for all Fit-out Contractors carrying out dangerous, fire risk operations should be part of the Health & Safety Plan in accordance with statutory regulations.

The Tenant must ensure that Fit-out Contractors comply strictly with the provisions of the Hot Work Permit when using blowlamps, blowtorches, welding equipment or other naked flame equipment.

(i) Temporary Phones for Fit-out Works.

The Tenant or their Fit-out Contractors shall organise the provision of temporary telephones or mobile phones and make any necessary arrangements required for the Fit-out works.

(j) Temporary Electricity for Fit-out Works

Temporary electricity supplies for the purposes of the Fit-out works will be available from the Landlord's Main Contractor upon reasonable notice of the necessary applications and the payment on demand for all costs for the temporary connections and electricity used to the Main Contractor.

Arrangements are to be with Centre Manager after the Centre opens for trading.

Where the Centre Manager provides the temporary electricity supplies they shall be reimbursed by the Tenant and/or Fit-out Contractor for the cost of the supply

(k) Temporary Water Supply for Fit-out Works.

Temporary water supplies for the purposes of the Fit-out works will be available from the Landlord's Main Contractor upon reasonable notice of the necessary applications and the payment on demand for all costs for the temporary connections and water used to the Main Contractor.

Arrangements are to be with Centre Manager after the Centre opens for trading. Where the Centre Manager provides the temporary water supplies the Tenant and/or Fit-out Contractor shall reimburse them for the cost of the supply

(l) Provision of Facilities by the Main Contractor

The Tenant or their Fit-out Contractor shall be responsible for obtaining any other necessary temporary services required for carrying out the Fit-out works and liaising with the Main Contractor as necessary.

The Main Contractor is not responsible to assist or provide facilities for the Tenant or their Fit-out Contractor unless expressly

stated in this Handbook or otherwise negotiated with the Landlord or the Main Contractor separately. Any assistance or provisions of facilities are to be discussed in good time with the Main Contractor who is to be reimbursed by the Tenant or their Fit-out Contractor for any costs incurred. Without liability the Project Manager and/or (the Centre Manager after the Centre Opening Day) will assist the Tenant or their Fit-out Contractor with their discussions with the Main Contractor or other sub-contractors. The Landlord will not under any circumstances accept any responsibility for any costs associated with the Fit-out.

(m) Damage to Other Units

The Tenant's attention is drawn to the possibility of damage to other units, their fittings and contents, adjacent to or near the Tenant's Unit.

If by reason of any act, neglect or default of the Tenant or their Fit-out Contractor, damage is caused to other units in the Centre (including contents and fittings) or delays arise to other Tenants' Fit-outs, the Tenant shall pay on demand and shall be liable for all costs, losses, damages or liabilities (including consequential losses) thereby caused to property or persons and shall not be entitled to the benefits of any insurance arranged by the Landlord in

respect of the affected units

(n) Site Car Parking Restrictions for Fit-out Contractors

Parking restrictions shall be imposed by the Main Contractor and/or the Centre Manager in the service yards and car parks. These restrictions must be adhered by the Tenant and the Fit-out Contractors at all times.

(o) Landlords On-Site Management and Consultants

Without liability to the Landlord, the Landlord's on-site management, Project Managers and Consultants will be available to endeavour to promote co-ordination between the Fit-out Contractors and the Main Contractor.

(p) Permitted Working Hours for Fit-out Works

The permitted hours for working on site before the Centre opening Day are:

08.00 – 18.00 Monday to Friday and
08.30 – 14.00 Saturday and as per Planning Permission Conditions unless otherwise agreed in writing by the Project Manager. The permitted hours for working on site after the Centre Opening Day are The "silent hours" i.e. the hours outside the trading

hours of the centre, which will be prescribed from time to time by the Centre Manager.

(q) Security for Fit-out Works

The security of the Fit-out in the Unit and the Fit-out Contractor's plant, equipment and materials is the sole responsibility of the Tenant or the Fit-out Contractor. The Main Contractor, the Landlord or the Centre Manager shall take no responsibility for security in connection with the Fit-out.

(r) Tenant Site Management for the Fit-out Works

The Tenant or their Fit-out Contractor shall ensure that a competent person is maintained on site in charge of the fit-out at all times work is carried on on-site and that contact is agreed with the Main Contractor and Project Manager and/or (the Centre Manager after the Centre Opening Day) for out-of-hours and during holiday periods.

(s) Inspection of Completed Fit-out Works

The Tenant or their Fit-out Contractor shall give reasonable prior written notice to the Project Manager and/or (the Centre Manager after the Centre Opening Day) advising of the completion date of the Fit-out, but prior to Fit-out Contractor leaving

the site, to enable a joint inspection to be made, with a view to the Landlord being satisfied that Fit-out work has been completed satisfactorily in accordance with approved drawings and specifications and the terms of any Agreement for Lease or Lease. The Tenant shall comply with the directions of the Landlord or Architect or the Project Manager and/or (the Centre Manager after the Centre Opening Day) issued following such inspection.

(t) Removal of Refuse and Other Materials

The Fit-out Contractor shall remove from the Unit all refuse and other waste materials on a daily basis and not allowed to accumulate. Fit-out Contractors must arrange for the disposal of all of their refuse directly. Fit-out Contractors skip locations must be agreed with the Main Contractor in advance of commencing their works.

The Project Manager and/or (the Centre Manager after the Centre Opening Day) hereby reserve the right to enter and remove any such waste accumulations from Unit or site, if needs be in the interests of safety and cleanliness. Any costs or charges incurred by the Landlord in doing so shall be paid by the Tenant / Fit-out Contractor on demand.

The burning of rubbish within the Centre site is not permitted.

4.44 INSURANCE FOR THE TENANT DURING FIT-OUT

Tenant's Liability

The Tenant shall be liable for, and shall indemnify the Landlord and keep the Landlord indemnified against:

4.44.01

1. any costs, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or disease contracted by or the death of any person whomsoever directly or indirectly arising out of or in the course of or caused by or in connection with the execution of the Fit-out works unless solely due to any act or neglect of the Landlord, or any person for whom the Landlord is responsible;

4.44.02

2. any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property (real or personal) insofar as any such injury or damage arises directly or indirectly out of or in the course of or by or in connection with the execution of the Fit-out works, unless solely due to any act or neglect of the Landlord or any person for whom the Landlord is responsible.

4.45 Insurances:

The Tenant Fit-out Contractor will be required to provide the necessary Contractor's All Risks insurance, Public Liability insurance and Employer's Liability insurance.

Before the Tenant or their Fit-out contractor can commence the Fit-out works on site, the Tenant must procure that a Certificate of Insurance Cover must be presented to the Project Manager and/or (the Centre Manager after the Centre Opening Day) (as appropriate).

A Certificate of Insurance Cover will be issued within 5 working days of the receipt of full details of the proposed Fit-out works including the total value of the Fit-out Contracts and other relevant information and on payment of the relevant insurance premium by the Tenant or the Fit-out Contractor.

For the avoidance of doubt the Project Manager and/or (the Centre Manager after the Centre Opening Day) must receive the Certificate of Insurance Cover before The Access Certificate is issued to the Tenant

4.45.01

The period of insurance cover shall commence on the Possession Date and

shall expire on the completion of the Fit-out or use of the Unit. (The Tenant shall inform the Project Manager when the Fit-out is complete and shall arrange that the Unit be covered under the Centre policy).

4.45.02

The said Insurance will be in the joint names of the Landlord, the Tenant (and all other Tenants of the Centre) and all Fit-out Contractors employed by Tenants will be noted as covered but on an unnamed basis in respect of the contracts at designated units in the Centre. The Insurance outlined in (i) and (ii) below must be taken out by Tenant under the Insurance Policy arranged by the Landlord to cover the Fit-out of units in the Centre by Tenants:

(i) "All Risks" Insurance covering loss or damage to the Fit-out Works including materials for incorporation therein from time of arrival on the Centre site. The sum insured will be the total value of the Fit-out Contract, which must be notified by the Tenant prior to inception of cover. The excess limit regarding each and every claim on the policy is to be confirmed by the Project Manager prior to the Tenant Fit-out Contractor commencing on site. The Tenant or the Fit-out Contractor shall be responsible for the excess.

(ii) Public Liability Insurance covering legal

liability in respect of accidental death, bodily injury or disease and / or accidental loss of or damage to property occurring during the period of insurance and arising out of and in the course of carrying out the Fit-out Works at the Centre Site. The insurance will be arranged for an Indemnity limit of €15,000,000 (Fifteen million Euro) for any one occurrence or series of occurrences, consequent to one source or cause. The excess limit regarding each and every claim on the policy is to be confirmed by the Project Manager prior to the Tenant Fit-out Contractor commencing on site in respect of property damage. The Tenant or the Fit-out Contractor shall be responsible for the excess.

4.45.03

Copies of the insurance policies will be available at the Landlord's Insurance Brokers, for inspection by the Tenant and their Fit-out Contractors at all reasonable times by prior appointment. The Tenant and their Fit-out Contractors shall be deemed to have inspected the policies and to have notice of all their contents including conditions and exclusions.

4.45.04

The Tenant and Their Fit-out Contractors shall comply with all the terms and conditions of the policies and will be primarily responsible for processing all claims.

4.45.05

The Certificate of Insurance from the Landlord's Insurance Brokers will assist Tenant to secure reductions in the insurance charges usually imposed by the Fit-out Contractors because they will not have to insure for the cover provided by the Insurance Policy. The cost for the Fit-out Contractors to provide the insurance cover required by the Landlord's Insurance Brokers from their own insurance company would be typically more expensive, (if available) than the cost of the insurance cover that can be provided under the Master Insurance Policy.

4.46 Tenants Additional Insurances:

4.46.01

The Tenant and Fit-out Contractors shall arrange and maintain insurance policies for the risk exposures not insured in the Insurance Policy. In particular, the Tenant and Fit-out Contractors shall arrange for:

4.47 1. Tenant

4.47.01

Stock and contents (other than the works the subject of the Fit-out Contract). The works the subject of the Fit-Out Contract should also be insured by the Tenant from the date of expiry of cover designated in

the Certificate of Insurance issued by the Landlord's Insurance Brokers. (See details of insurance in the Agreement for Lease or Lease;

- Employer's Liability for own employees;
- Public Liability in respect of accidents not caused or arising from the Fit-out Work;
- Advance Profits to cover any loss or anticipated profit due to delay in opening caused by accident, loss or damage at the Centre.

4.48 2. Fit-out Contractors

- Employer's Liability for own employees;
- Motor Insurance for own vehicles;
- Engineering insurance and inspection contract on any lifting and pressure plant;

4.48.01

The Tenant shall promptly provide details of the above insurances as and when requested by the Landlord's Insurance Brokers or the Landlord.

4.49 Landlord's Liability:

Manager or to the Landlord's Head Office

4.49.01

Neither the Landlord or their servants or agents shall have any liability whatsoever to the Tenant or Fit-out Contractors in negligence or otherwise with respect to the procurement or maintenance of the Master Insurance Policy or failure to procure or maintain or limitations on or conditions of the insurance policy save for the obligation of the Landlord, subject to the Tenant paying its due proportion of the cost thereof of the landlord to initially put in place such insurance in accordance with this Section.

4.50 SERVICES INSTALLATIONS

4.50.01 GENERAL

4.50.02

All proposals for design and Fit-out of the Retail Unit must be submitted to the Project Manager and Services Consultant for approval at least 24 weeks in advance of the Possession Date.

4.50.03

All future refit proposals or new Fit-outs after the Town Centre opens must follow a similar procedure but in these cases submission will be to the Town Centre

5. GENERAL SPECIFICATION FOR CAR PARKS

5.0 GENERAL SPECIFICATION FOR CAR PARKS

5.01 FRAME

5.01.01

The Car Park shall have an in-situ concrete frame consisting of columns, beams and retaining walls and slabs in accordance with the Structural Engineer's drawings and specification.

5.02 SUSPENDED CAR PARK SLABS

5.02.01

In-situ concrete slabs in accordance with the Structural Engineer's drawings and specification. Loadings for car park slabs generally shall be 2.5 kN/m².

5.02.02

Car park slabs shall be laid to falls in accordance with the Structural Engineer's drawings to allow for drainage.

5.02.03

Reinforced concrete access ramps shall be provided to car park in accordance with the Architect's and Structural Engineers drawings and specifications.

5.03 EXTERNAL WALLS

5.03.01

External wall construction shall be reinforced concrete walls to perimeter of car park in accordance with the Structural Engineer's drawings and specification, finished in accordance with elevation details as shown on Architect's drawings.

5.03.02

Ramp sidewalls shall be reinforced concrete in accordance with the Architect's and Structural Engineers drawings and specifications.

5.03.03

External wall construction to stair cores and car park lift enclosure shall be reinforced concrete or block inner leaf, 100mm cavity with 50mm insulation; natural stone cladding or self coloured render outer leaf finished in accordance with elevation details in accordance with the Architect's drawings.

5.03.04

External wall construction to perimeter of car park shall be in accordance with the Architect's and Structural Engineers drawings and specifications.

5.03.05

Fire resistant joints shall be provided in blockwork and control joints in facing

brickwork. All necessary expansion and construction joints in external cavity walls shall be provided.

5.03.06

All necessary stainless steel bearers, plates, angles and brackets for external walls shall be in accordance with the Structural Engineers' drawings and specification.

5.03.07

All necessary concrete band beams, U-block beams, "brick" reinforcement to external blockwork shall be provided as required to Structural Engineer's requirements. All necessary angles to support brickwork / blockwork, all lintels and beams to doors, windows and all other openings, shall be provided as specified by the Structural Engineers.

5.03.08

External walls shall include for all external finishes or cladding where shown on the Architects drawings.

5.03.09

Cavity walls shall have inner and outer leaves tied together with stainless steel wall ties at 750mm centres horizontal and 450mm centres vertical, staggered. U-Value of cavity wall shall comply with Part L of the Building Regulations.

5.03.10

All windows and curtain wall sections shall be in thermally broken aluminium, powder coated or equal approved

5.03.11

"Webber" Rendered panels shall be approx. 20mm two coat smooth cast renders using selfcoloured cement.

5.03.12

Natural stone details where used shall be in reconstituted Portland Stone by Techcrete or other equal and approved supplier.

5.03.13

Steelwork to external louvres shall be aluminium or galvanised steel and painted to various approved colours.

5.03.14

Entrance screens to malls at car park levels shall be glazed aluminium-framing systems with powder-coated finish to approved colours.

5.04 INTERNAL WALLS

5.04.01

Provide for internal walls as shown on the Architect's drawings to stair cores and car park lift enclosures, in reinforced in-situ concrete or 100mm/215mm blockwork.

5.04.02

Provide for all necessary ties to steelwork and concrete.

5.04.03

Provide for all necessary isolation and expansion joints in reinforced concrete or 100/215 blockwork walls as detailed and to Engineer's specification.

5.04.04

Provide for all access panels to pipe ducts.

5.05 STAIRSCORES

5.05.01

Reinforced concrete staircores, servicing different car park levels up to surface level, including balustrades, lighting, fire doors & ironmongery and smoke vents shall be provided in accordance with the Fire Officer requirements.

5.06 EXTERNAL DOORS AND WINDOWS

5.06.01

External fire exit doors shall be provided as shown on the Architect's drawings including all necessary ironmongery. All external doors shall be steel or hardwood with for 6mm mild steel plate fixed to external face of doors.

5.06.02

The entrance doors to the Mall shall be glazed automatic opening doors as shown on the Architect's drawings.

5.06.03

Provide colour coated aluminium windows to lift / stair core as per Architects drawings.

5.07 ROOFS AND ROOF FINISHES

5.07.01

Roofs generally shall be asphalt or equal and approved, depending on location.

5.07.02

All workmanship will be carried out in accordance with manufacturer's recommendations and in compliance with the appropriate BS and I.S. Standards.

5.07.03

Normal contractual warranties shall apply to the roofing.

5.07.04

Provide all gutters, rainwater pipework and outlets as shown and as specified by the Architects and Engineers. Downpipes shall be located within stockrooms, fire exit corridors or externally, as deemed by the Landlord's Architects.

5.08 DRAINAGE

5.08.01

Provide for the installation in accordance with the manufacturer's recommendations and Architect and Structural Engineer's details.

5.08.02

Provide all rainwater pipework in accordance with the Architect's details and specifications. Downpipes shall be located at columns or external walls as determined by the Landlord's Architect. All rainwater pipes shall be connected to the surface-water drainage system.

5.09 SUNDRIES

5.09.01

All car park markings, road markings, and car park and road signage for the proper functional operation of the car park shall be provided.

5.09.02

All car park barriers, ticket dispensers etc. including installation only of cabling for the proper functional operations of the car park shall be provided.

5.09.03

Concrete ramps and car park decks shall be finished with a lightly textured surface to

provide grip.

6. CENTRE MANAGEMENT SERVICES

6.0 CENTRE MANAGEMENT SERVICES

6.01 DELIVERIES CONTROL

6.01.01

The Centre Manager will supervise and allocate rosters to the Tenants of the Centre for deliveries to the underground service yards. This is intended to promote the efficient management of the service yards, to prevent overcrowding and to prevent unauthorised entry and parking therein. The Tenant shall procure that delivery vehicle drivers comply with the Centre Manager regulations pertaining to the use of the service yards including but not limited to stopping engines when parked to reduce pollution and noise.

6.01.02

The transfer of goods by the Tenant from service yards to the Unit will be via the goods lifts and service corridors provided and maintained by the Centre Manager and if the Unit is not so accessible along such alternative routes as may from time to time be notified to the Tenant. Maximum load capacity for goods lifts will vary between 1000kg and 2000 kg and the Tenant shall at all times observe the posted signs in the lifts indicating the lift capacity. In general goods lifts will have clear landing entrance dimensions of 1250mm wide X 2250mm

high. The Tenant will not be allowed to leave or store goods, pallets, cages etc. or refuse at any time in the service yards or service corridors which must be left clear for unobstructed passage at all times.

6.01.03

The Centre Manager reserves the right (and the Tenant hereby consents) to remove and confiscate any goods, pallets, cages etc. or refuse left in the service yards or service corridors so as to comply with the Fire Officer's requirement and good housekeeping and to recover on demand from the Tenant the costs of such removal.

6.02 REFUSE COLLECTION

6.02.01

With the exception of the Department Stores and certain major unit Tenants the Centre Manager will be responsible for the collection and compaction of refuse to comply with the Statutory Waste Regulations for refuse disposal from designated locations within the Centre. The Tenant will be responsible for delivering their refuse bins to the designated locations within the Town Centre. Ordinarily this will only apply to refuse arising from normal trade operations and not from Fit-out or construction works nor shall it apply to hazardous or deleterious waste which may have to be removed separately in accordance with the Statutory Waste Regulations.

6.02.02

The Tenant shall provide for space within their Unit, for a minimum of 3 refuse bins in order to comply with the Statutory Waste Regulations and the Centre Manager's rules for refuse disposal. The Tenant will not be allowed leave refuse bins in service corridors or any other area outside their demise. The Tenant will be responsible for separating all refuse in accordance with Statutory Waste Regulations.

6.03 CLEANING AND MAINTENANCE

The Centre Manager will be responsible for the cleaning and maintenance of all common parts of the Centre as stated in the Lease except those areas demised to the Tenants including their shop-fronts.

The Tenant is expected to maintain good housekeeping within their Unit and to regularly clean their shop-front surround, glazing and signage.

6.04 SECURITY

The Centre Manager will provide security systems and personnel for the protection of the Centre from the Centre Opening Day. The Tenant must liaise and co-operate with the Centre Manager in the operation of these systems. The Tenant will be solely responsible for the security of goods and persons within their demise.

7. APPENDICES

7.01

APPENDIX 1 – (ACCESS
CERTIFICATE)

7.02

APPENDIX 2 (MAIN
CONTRACTORS –
HEALTH & SAFETY
PLAN)

**7.03 APPENDIX 3 (OPINION
OF COMPLIANCE)**