

# **TENANT CRITERIA DOCUMENT**

**Beautiful Meadows Shopping  
Centre**

**TENANT ACCEPTANCE OF PROCEDURES AND CONDITIONS**

I/We, the undersigned, do hereby declare that a copy of this Tenant Criteria Document, for Park Meadows Shopping Centre, has been handed to me/us by the Tenant Coordinator.

I/We further declare that I/we accept all the procedures and conditions imposed by this Tenant Criteria Document.

Signed: \_\_\_\_\_

Tenant: \_\_\_\_\_

Shop # \_\_\_\_\_

Shop Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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## 1. INTRODUCTION

This Tenant Criteria Document sets out the procedures applying to the submission, approval, costing and execution of Tenants' Requirements.

The Tenant is obliged to engage the services of a professional architect and/or designer to prepare his exterior, interior and shop signage design, and to manage the installation of his shopfitting in accordance with the procedures and conditions set out in this Tenant Criteria Document and as agreed upon in the approved Tenant's drawings.

This Tenant Criteria Document together with the approved drawings forms part of the Terms and Conditions of the Agreement of Lease.

All communications and submissions between the Tenant, the Landlord and the Professional Team are to be channeled through and monitored by the Tenant Coordinator, who will be responsible for ensuring that there is full compliance with the required procedures and conditions.

The contact details for the Tenant Coordinators are listed below:

XXXXXXXX Your own Facilities Manager's detail XXXXXXXX

## 2. SUBMISSION AND APPROVAL OF TENANT'S REQUIREMENTS

After acceptance of the Offer to Lease, the Tenant will be supplied with a Base Building Drawing designating the various elements relevant to the particular premises, for preparation of his design proposal.

The Standard Tenant Allowances and Signage Criteria are detailed in items 3. and 4. below.

The Tenant Coordinator will circulate the Tenant's design proposal to the Landlord's Professional Team for comments.

Variations to the Standard Specification requested by the Tenant will be costed by the Landlord's Quantity Surveyor and the cost of such variations will be reported to the Tenant, together with any comments received re the design by the Professional Team.

Approval of the design proposal will be subject to the Tenant's compliance with the Professional Team's comments and his acceptance of the cost of any variations required to the Standard Specification.

Costing of variations will:

- a. Be at rates agreed with the Landlord's Contractor(s).
- b. Include any additional costs that may be incurred, e.g. escalations, professional fees, development fees, drawing submission fees, finance charges etc.

Approval of the Tenant's design and the Tenant's acceptance of the costs of any variations required will also include agreement on Beneficial Occupation date, Beneficial Occupation period, and date of commencement of trading to accord with the overall building programme.

Should the Tenant, with the approval of the Landlord, elect to carry out variations to the Standard Specification with his own contractors, he will require to coordinate works such as sprinklers etc. with the Landlord's relevant specialist contractor(s). A detailed schedule of such works must be agreed with the Tenant Coordinator

No work by the Landlord's Contractor(s) will commence in a tenancy until all approvals have been obtained in writing, including signed copies of the drawings and Agreement to Lease (not the Offer to Lease), has

been signed and all deposits payable in terms of the Lease have been paid or relevant bank guarantees furnished.

The Tenant is responsible for the procurement of a Certificate of Occupancy for his individual tenancy including trading licences and any other permits necessary for the conduct of his business on the premises.

Beneficial Occupation of the premises will not be given to the Tenant unless:

- a. Full payment for any variations to the Standard Specification has been received by the Landlord.
- b. Proof of Local Authority and Fire Department plan submission and approval has been furnished.

### **3. STANDARD TENANT ALLOWANCES**

#### **SHOPS**

The Landlord will provide the following, in accordance with the Base Building Drawing designating the various elements relevant to the particular premises:

- 1.1 FLOORS  
Power floated concrete.
- 1.2 WALLS  
Shop division walls will generally be gypsum plasterboard 'Rhino-Drywall System #1' partitions with taped & flush finished joints, finished with 1 coat of white paint primer.  
Masonry walls will have 1 coat plaster & 1 coat of white paint primer. No skirtings will be provided.  
Gypsum plasterboard partitions may not be used for the support of any shelves, fittings etc.
- 1.2 CEILINGS  
1200 X 600mm vinyl faced gypsum plasterboard tiles on pre-painted suspended exposed T grid at 3,500 AFFL.  
Any additional costs resulting from variations to the standard ceiling layout will be for the Tenant's account.  
If the standard ceiling is omitted, an allowance of R85.00 per sq.m will be allocated to the Tenant's account.
- 1.2 SHOPFRONTS  
Unless otherwise requested by the Tenant, a standard shopfront will be provided by the Landlord.  
Should the Tenant wish to provide his own shopfront, it will be subject to the approval of the Landlord's Architect.  
An allowance of R2,500.00 per lineal metre (measured along the demarcated shopfront line) will be allocated to the Tenant's account for the design and construction of his own shopfront.
- 1.3 REAR DOORS, LOCKS & KEYS  
Where rear doors are required by the Local Authority for fire escape purposes, these will be solid doors, or 'B' class fire doors into service passages, with metal sheet cladding externally, and fitted with a standard knob cylinder lockset only.  
Any additional costs resulting from variation to the designated door position, or additional locking devices required, will be for the Tenant's account.
- 1.4 ELECTRICAL  
1 x standard surface mounted distribution board with a single phase power supply rated at 60 watts per sq.m (excluding power required for air conditioning) in the position designated. Each distribution board will be equipped with a kWh meter, earth leakage unit, timer and necessary circuit breakers.  
Lighting to an average of 350 lux using recessed fluorescent luminaires with acrylic diffusers . An allowance of R35.00 per sq.m will be allocated to the tenant's account if fluorescent light fittings are not required.

1 x 15 amp 3pin socket outlet per 35sq.m of leasable area with a minimum of 2 socket outlets per shop.

1 x electrical signage point (220 volt 10 amp in the bulkhead void above the entrance door). This signage point will be time switch controlled to Centre Management requirements.

1 x unwired electrical geyser point above the ceiling near the wash hand basin. Power required for air conditioning.

Any additional costs resulting from variations to the distribution board position or the standard electrical layout or specification will be for the Tenant's account.

1.5 TELEPHONE

1 x unwired telephone drawbox within the shop.

Application for, and installation of connections are the responsibility of the Tenant.

1.6 PLUMBING

1 x stainless steel wash hand basin on steel legs with cold water supply and drainage point, in the designated position.

Any additional costs resulting from variations to the designated position or upgrading of the specification will be for the Tenant's account.

1.7 AIR CONDITIONING

Air conditioning from central plant at 23 degrees C. +/- 1,5 degrees C. with no positive relative humidity control. The base load air conditioning rate for the standard equipment and lighting load of 40 watts per sq.m will be 170 watts cooling per sq.m.

Any additional costs resulting from variations to the standard air conditioning layout or specification will be for the Tenant's account.

Running costs of the air conditioning will be for the Tenant's account.

1.9 SPRINKLERS

A sprinkler system to suit the standard shop layout with sprinkler heads below, and where applicable above the suspended ceiling, to comply with the relevant local authority requirements.

Sprinklers will be surface mounted chrome plated rosettes with white escutcheon plates.

Any additional costs resulting from variations to the standard sprinkler layout will be for the Tenant's account.

1.10 SMOKE DETECTION

Smoke detection to suit the standard shop layout, if required by building regulations.

Any additional costs resulting from variations to the standard shop layout will be for the Tenant's account.

1.11 FIRE EQUIPMENT & SIGNAGE

Fire hose reels where required by the Local Authority.

Provision of hand held extinguishers and necessary fire signage will be for the Tenant's account.

## RESTAURANTS

The Landlord will provide the following, in accordance with the Base Building Drawing designating the various elements relevant to the particular premises:

2.1 FLOORS

Power floated concrete.

2.2 WALLS

Shop division walls will generally be gypsum plasterboard 'Rhino-Drywall System #1' partitions with taped & flush finished joints, finished with 1 coat of white paint primer. Masonry walls will have 1 coat plaster & 1 coat of white paint primer. No skirtings will be provided.

Where additional masonry walls are required, in lieu of drywall, any additional costs will be for the tenant's account.

Gypsum plasterboard partitions may not be used for the support of any shelves, fittings etc.

- 2.3 CEILINGS  
1200 X 600mm vinyl faced gypsum plasterboard tiles on pre-painted suspended exposed T grid at 3,500 AFFL.  
Any additional costs resulting from variations to the standard ceiling layout will be for the Tenant's account.  
If the standard ceiling is omitted, an allowance of R85.00 per sq.m will be allocated to the Tenant's account.
- 2.4 SHOPFRONTS  
Unless otherwise requested by the Tenant, a standard shopfront will be provided by the Landlord. Should the Tenant wish to provide his own shopfront, it will be subject to the approval of the Architect.  
An allowance of R2,500.00 per lineal metre (measured along the demarcated shopfront line) will be allocated to the Tenant's account for the design and construction of his own shopfront.
- 2.5 REAR DOORS, LOCKS & KEYS  
Where rear doors are required by the local authority for fire escape purposes, these will be solid doors, or 'B' class fire doors into service passages, with metal sheet cladding externally and fitted with a standard knob cylinder lockset only.  
Any additional costs resulting from variation to the designated door position, or additional locking devices required, will be for the Tenant's account.
- 2.6 ELECTRICAL  
A separately metered three phase power supply (150 amp for restaurants and 100 amp for fast food) and distribution board, shell only, equipped with main switch and sufficient space for circuit breakers, contactors, time switches, etc.  
Lighting to an average of 350 lux using recessed fluorescent luminaires with acrylic diffusers . An allowance of R35.00 per sq.m will be allocated to the Tenant's account if fluorescent light fittings are not required.  
1 x 15 amp 3pin socket outlet per 35sq.m of leasable area with a minimum of 2 socket outlets per shop.  
1 x electrical signage point (220 volt 10 amp in the bulkhead void above the entrance door). This signage point will be time switch controlled to Centre Management requirements.  
1 x unwired electrical geyser point above the ceiling near the wash hand basin.  
Power required for air conditioning and extract ventilation.  
Any additional costs resulting from variations to the distribution board position or the standard electrical layout or specification will be for the Tenant's account.
- 2.6 TELEPHONE  
1 x telephone drawbox within the shop.  
Application for and installation of connections are the responsibility of the Tenant.
- 2.7 PLUMBING  
1 x stainless steel wash hand basin on steel legs with cold water supply and drainage point, in the designated position.  
The Tenant is to provide above floor stainless steel grease traps 'Rofo' or similar where required, in terms of health regulations.  
Any additional costs resulting from variations to the standard shop layouts, such as floor drains and connections of same to the drainage system will be for the Tenant's account.
- 2.8 AIR CONDITIONING  
Air conditioning from central plant at 23 degrees C. +/- 1,5 degrees C. with no positive relative humidity control. The base load air conditioning rate for the standard equipment and lighting load of 40 watts per sq.m will be 170 watts cooling per sq.m.

Costs to provide dedicated air conditioning systems to comply with Local Authority regulations for smoking areas will be for the Tenant's account.

Food preparation areas will not be air conditioned.

Where required, costs of extract canopies and ducted extract systems (fans, fire dampers etc.) as well as necessary make-up air supply will be installed in accordance with the project mechanical engineers' design and specifications, and such additional costs will be for the Tenant's account.

The Tenant will not be allowed to install any ducting, fans or equipment outside the lease line, as this will be installed by the main air conditioning sub-contractor on site.

The Tenant will connect his extract canopy onto the ducting provided by the Landlord.

Running costs of the air conditioning and extract ventilation will be for the Tenant's account.

#### 2.9 SPRINKLERS

A sprinkler system to suit the standard shop layout with sprinkler heads below, and where applicable above the suspended ceiling, to comply with the relevant local authority requirements. Sprinklers will be surface mounted chrome plated rosettes with white escutcheon plates.

Any additional cost resulting from variations to the standard sprinkler layout, including to extract canopies if required, will be for the Tenant's account.

#### 2.10 SMOKE DETECTION

Smoke detection to suit the standard shop layout, if required by building regulations.

Any additional costs resulting from variations to the standard shop layout will be for the Tenant's account.

#### 2.11 FIRE EQUIPMENT & SIGNAGE

Fire hose reels where required by the Local Authority.

Provision of hand held extinguishers and necessary fire signage will be for the Tenant's account.

#### 2.12 GAS SUPPLY

No gas supply or reticulation will be provided by the Landlord.

Any proposed gas installations by the Tenant, including storage arrangements and reticulation, will be required to comply with all relevant regulations and be submitted to the landlord for approval.

## 4. SIGNAGE CRITERIA

### INTRODUCTION

The provisions of this Signage Criteria Document shall be vigorously enforced and any non-conforming signs shall be brought into conformity by the Landlord at the cost of the Tenant.

The Landlord's Architect retains full rights of approval of any sign used in the Centre and no sign shall be fabricated or installed without the written permission of the Landlord's Architect.

It is recommended that signage be incorporated as an integrally designed element of the shopfront design and Tenants are advised to consider this. Additional cost and time delays can be incurred by late decisions on the selection of signage.

Permitted signage locations will be indicated on the Base Building Drawing.

### GENERAL REQUIREMENTS

The Tenant shall submit to the Landlord's Architect for approval, prior to fabrication of any sign, two copies of detailed drawings of his proposed signage prepared by a signage manufacturer (one in colour) indicating the following:

- Shopfront elevation indicating position of the sign/s



- Size, section and elevation of the sign/s
- Colour
- Materials
- Installation details
- Illumination type
- Neon or non-neon
- Electrical loading in amps and volts

SUBMISSION SHALL BE MADE NOT LATER THAN 30 DAYS AFTER THE TENANT RECEIVES THE BASE BUILDING DRAWINGS AND THIS TENANT CRITERIA DOCUMENT, OR 30 DAYS PRIOR TO THE BENEFICIAL OCCUPATION DATE, WHICHEVER IS EARLIER.

It is the responsibility of the Tenant to obtain written approval from the Landlord's Architect, prior to contractual agreement, fabrication and installation of any sign.

All signs shall be constructed and installed at the Tenant's expense.

The Tenant is responsible for the fulfillment of all requirements and specifications, including those of the Local Authority.

All fire signage as required by the Fire Engineer and the Local Fire Department shall be provided at the Tenant's own cost and the type of signage must be approved by the Landlord's Architect.

The Tenant shall be liable for any damage caused to the shopfront and any part of the Centre during the installation of the shop sign. The Tenant shall, at the request of the Landlord at the expiry or termination of the Lease, remove all signage fixtures and restore the building to its original condition.

Selected Tenants only, are permitted to have exterior signage (signage affixed to the exterior facades of the building) and they are to obtain approval of their exterior signage, from the Landlord's Architect, prior to fabrication and installation of their signs.

The Tenant's signage manufacturer is responsible for connecting power to their signs. A power supply will be made available by the landlord.

#### GENERAL RESTRICTIONS

- No animated or flashing signs will be permitted.
- Signs are limited to the trading name of the Tenant only. No brand names will be permitted.
- Temporary signs which are painted or stuck onto the shopfront glazing are not permitted.
- Signs which are fixed to the demising walls or any other part of the structure of the building are not permitted.
- Signs must not project more than 500mm beyond the face of the shopfront/bulkhead, unless special permission is obtained from the Landlord's Architect.
- Movable signs which are moved into the malls during trading hours are not permitted.
- Signage painted directly onto the bulkhead is not permitted.
- No polystyrene, flat Perspex, paper or cardboard signs will be allowed.
- No box signs will be allowed.

#### SIGNAGE SPECIFICATION

- All signage must be illuminated, either internally or remotely.
- Individual letters to be formed of moulded Perspex, approximately 50-150mm deep, individually mounted and illuminated with Perspex tubing.

- Individual letters to be formed of chrome, brass, anodized aluminum, powder coated or epoxied aluminium, mirror or opaque Perspex. All edges must be suitably finished, Letters to be mounted on +/- 15mm spacers proud of the mounting surface. Neon tubing behind the letters to create a 'halo' effect.
- Letters formed of moulded Perspex (+/- 50-150mm deep), timber, chrome, anodized aluminium, powder coated aluminium, epoxied aluminium, mirror etc. Signage to be illuminated remotely by means of spotlighting - all to the prior consent of the Landlord's Architect.
- Any exposed neon tube sign.
- Sandblasted signs on shopfront glazing – must be approved by the Landlord's Architect.
- Printed sign on canvas awnings where applicable.

ALL SIGNAGE MUST BE APPROVED BY THE LANDLORD'S ARCHITECT.

## 5. **CONDITIONS RELATING TO TENANT'S WORK ON SITE**

### REGISTRATION

All Tenant's Contractors must register with Centre Management before commencing any works on site.

### VEHICLE PARKING AND LOADING

Parking and loading arrangements for shopfitters' vehicles are to be agreed with the Tenant Coordinator and Centre Management.

### TENANCY DIMENSIONS

The Tenant is to confirm the dimensions of the premises on handover before fabrication of shopfitting, as the Landlord will not be held liable for costs incurred by the tenant for remanufacturing of fittings.

### SECURITY

The Tenant will be entirely responsible for the security of the leased premises from date of Beneficial Occupation and during the fixturing period. The Landlord shall have no liability for any loss or damage whatsoever, including theft of building materials.

### WORKING HOURS

The Tenant's Contractors and Suppliers will be subjected to restrictions imposed by the Landlord with regard to hours of work and scheduling and coordination of work.

### PUBLIC SAFETY

In general, the safety of the public and uninterrupted operation of the Centre will take preference over any construction work. It is the responsibility of the Tenant to ensure that his contractors comply with all standards relating to the Construction Safety Act, including registration of personnel and compilation of a Safety File.

All work that could produce excessive noise or dust, or threaten the safety of the public must be carried out after hours and with the approval of the Landlord.

### TEMPORARY SERVICES

The Tenant is responsible for providing such temporary services as may be required. Meter readings will be taken on handover of premises for beneficial occupation, and all consumption charges will be for the Tenant's account.

### PROTECTION OF THE WORKS AND MAKING GOOD TO DAMAGE

The Tenant's Contractors shall provide proper and adequate protection to the Landlord's property during the execution of the works in the leased premises, particularly mall floors and other surfaces, and will be responsible for making good any damage.

### COORDINATION WITH LANDLORD'S CONTRACTOR'S WORKS

Where necessary, work requiring to be done by the Landlord's Contractors during the Beneficial Occupation period, e.g. final fix of sprinklers in ceilings, must be scheduled with the Tenant Coordinator.

#### INSURANCE

The Tenant is responsible for Comprehensive Cover of all risks relating to fittings, fixtures and merchandise, and shall present proof of Contractor's All Risk, Workman's Compensation and Public Liability Insurance.

#### REFUSE REMOVAL

All rubble, waste and refuse from the shopfitting works must be stored within the unit and must be cleared from the site by the Tenant's shopfitters as and when instructed by the Tenant Coordinator or Centre Management.

#### CERTIFICATION

The Tenant is to provide the Tenant Coordinator with Certificates of Compliance for electrical and plumbing work as well as an Occupation Certificate for his individual tenancy prior to commencement of trading.

#### TERMINATION OF LEASE

At termination of Lease, the Tenant is responsible for removal of all his internal fixtures, fittings, partitions, furnishings etc., and must restore the vacated tenancy to its original condition before Beneficial Occupation.