



PORTLAND HOUSE

CUSTOMER FIT OUT GUIDELINES

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Introduction

The purpose of this document is to provide guidance on the procedures that the customer shall adopt in undertaking any fit-out works or significant alterations both within and outside of their demise, or where plant and equipment is to be sited externally.

It should be noted that this document is intended to provide practical guidance to the tenant and that in all instances the terms of any Lease and Agreement to Lease will take precedence.

This document is divided into six main sections:

- Fit Out Approval Process and Information requirements
- Permit Procedures
- Implementation of Fit Out
- Base Building Modifications
- Commissioning
- Information to be provided upon completion

Typical Works that will require Landlord approval and Consent, would include:

Floor layout changes with creation of cellular offices and partitioning,

Any works that could affect the structure, including drilling holes, making openings and adding loads on the structure,

Changes to fabric and services in common parts areas,

Changes to any Landlord base-build systems, including air conditioning, heating, fire detection and alarm, security and access controls, CCTV, water services, electrical systems and distribution,

Installation of cables and other services outside the agreed demised area, such as cables and pipes in vertical risers,

The installation of plant and equipment outside of the demised area, such as air conditioning condensers and satellite dishes,

Fit Out Approval Process and Information requirements

In normal circumstances, the submission should be provided one month prior to the intended date for commencement of works. It should be noted that under no circumstances will the Landlord be held responsible to the customer for procuring this consent but will act reasonably at all times in doing so.

It is anticipated that the fit-out design may comprise a number of submissions, which may be broadly grouped in the following stages:-

- scope of works/scheme design
- general arrangement plans
- details design, working drawings and specifications

In our experience the earlier Land Securities are involved in any customers planned works the better we are able to assist, both in terms of what can be achieved and what would generally be acceptable, which can avoid abortive design costs for a tenant and reduce planning and design timescales.

The customer will be required to submit a full fit-out design and specification for Landlord approval. This will include the provision of dimensioned drawings and other information containing sufficient detail to identify proposals that:

- modify the building fabric
- affects its load bearing capacity
- alter the external appearance
- provide for connections to the base building Mechanical, Electrical and Public Health Services
- require services to be run outside the agreed demised area, or that require external plant and equipment

Each application is to comprise a total of 2 sets and 1 disk of drawings and supporting documentation including evidence of application to Local Authorities for relevant approvals.

More specifically, the following shall be provided:

- i) Plans, sections elevations of all internal layouts at 1:50 or 1:100 scale as appropriate.
- ii) Reflective ceiling plan of the proposal including any fixtures and fittings within 500mm of the suspended ceilings.
- iii) Lighting Layout
- iv) Electrical Loads including Small Power, lighting and any special supplies
- v) All modifications with additions to the installed base build systems
- vi) Any provision for tea making facilities and dining facilities
- vii) Any other amenity in the kitchens
- viii) All modifications and additions to heating, ventilation, air conditioning and fire protection systems.
- ix) Floor loading and associated calculations

Quality, surface finish and colours of all materials are to be indicated on the drawings or described in a separate specification. Colours are to be specified by British Standards notation and samples of materials are to be submitted.

Health and Safety Information should be provided including:

- 1.
 - i) Risk Assessments
 - ii) Method Statements
 - iii) Programme of works
 - iv) Appropriate Health and Safety Documentation under CDM Regulations
 - v) Health and Safety Plan
 - vi) Fire Safety Plan
- 2. Details of the Proposed Contractor
- 3. A statement covering the installed plant and how it impacts on the Building Management System.
- 4. A statement identifying any implications on the maintenance of the Landlord's plant and equipment, and how the customer plans to maintain the works as covered.
- 5. A programme of works detailing the complete project including the dates of submission of documentation particularly the final O&M Record Documentation.

Wayleaves

Communication cables being installed and Satellite dishes are subject to a wayleave application. In the first instance the customer must provide route and location drawings for approval. There will be a charge raised for the Wayleave application.

Permit Procedures

All areas will be secured and keys only issued to contractors in possession of an appropriate permit. Works being carried out within a completed area or those that require access through completed areas must first carry out a condition survey with Land Securities Estate Management to agree the condition prior to works starting.

A permit to work system will be operated by Land Securities Estates Office, and the customers shall ensure that his appointed Contractor fully co-operates in the operation of this system.

A Permit to Work will be required in the following circumstances:-

- Works involved with the installation of plant and equipment on the roof
- Any services to be run outside the agreed demised areas, such as in Landlord risers or in common parts, or on roofs
- Any structural works, including cutting of holes in load bearing parts
- Any works that involve special risks, such as working at heights/confined spaces
- Any works that involve connection to Landlord base build systems
- Any works that involve significant noise, vibration, dust or other nuisance to the normal operation of the building or that could have an adverse affect on other tenants in the building
- Hot Works and works likely to affect the fire alarm, detection devices, sprinkler systems or security system (such works include soldering, brazing, or welding; painting especially sprays; use of blowlamps, any works likely to cause dust etc.)
- Works likely to affect the water supply or main drainage system of the building
- Works to office areas which require contractors to operate in the public/landlord or communal areas.

Where necessary, where works require access to another customers demise, the technical services will arrange for the contractor to be escorted to the required areas for the period of works. A charge may be raised to the customer for this service.

A minimum of 48 hours notice is required in writing prior to a request for a permit to work and a site and task specific method statement and risk assessment must support each request.

Any work on the base build services must be carried out under the Permit to Work system, and under no circumstances is work to be carried out on electrical or other services in a 'live' condition.

Hot works will not be allowed without the Landlords Hot Work Permit and will be subject to the submission of a satisfactory site and task specific method statement and risk assessment.

The issue of a hot work permit may be subject to the isolation of detection devices in the work area, where devices are to be remain isolated a fire watch will be required and should be arranged through the Estate Management Team. There will be a charge raised to the customer for this service.

No welding, or other equipment utilising or producing heat or flame, or petroleum fired generators, compressors etc is to be used by a contractor without a Landlords Hot Work permit from the Estate Management Team.

No fuel or gas cylinders are to be stored within the building.

The customer must provide adequate and suitable portable fire extinguishers where and when necessary.

Under no circumstances should the proposed works commence prior to authorisation of the permit

Notes:

1. Consent to any permit does not relieve the contractor from any statutory or safety obligations.
2. Smoke Heads must be protected during works to prevent contamination and protection must be removed prior to the reinstatement of detection devices.

Implementation of Fit Out

A close liaison must then be maintained with the Estates Office team, and the Technical Services Manager in particular during the planning and implementation phases.

Before Fit Out commences the customer is to attend a meeting with representatives of the fit out contractor and the Estate Management Team. The meeting is required to discuss site rules, health and safety issues, agreed access and programme, as well as further items such as working hours, waste/rubbish disposal, deliveries and the establishment of progress meetings. The progress meetings will review works programme and progress, the operation of the permit to work system and any issues affecting the smooth operation of the building.

The customer must not commence works without prior written consent. All works (including fit-out works and refurbishments) which take place within a tenant's demised area are the responsibility of the occupier who must liaise with the Estates Office to ensure that all contractors comply with the required procedures as stated in this document. The proposals should take note of any Landlord services passing through the unit and the proposed works must accommodate these services and provide permanent access for maintenance.

The customer shall ensure that the fit-out is carried out in a manner that minimises disruption to other occupants. In particular:

- Ensure Life safety services and escape staircases are maintained at all times during the fit-out.
- Services and plant serving non-demised areas are maintained at all times, and temporarily suspended only outside of normal working hours by agreement with the Estates Office.
- Customer's plant, machinery or equipment adversely affecting the Base Building Services or fabric (or that may adversely affect plant, machinery or equipment installed by the other customers is not connected to the Base Building services & supplies.
- That adequate security arrangements have been agreed with the Estates Office.
- Nuisance arising from dust is reduced to an absolute minimum.
- Noise is suppressed to reasonable levels and maintained within limits commensurate with an occupied building. Land Securities require a contact name for someone who is contactable during works, who can respond to requests to restrict noise levels.
- The use of plant and equipment that may cause nuisance will not be permitted between 07.00 and 19.00 hours.
- No work can be carried out outside the customer's demise without specific approval, especially in the Loading Bay. This will require a permit to work.

Site Rules

Access

Personnel access to the building shall be via the routes prescribed by the Estate Manager. The Estate Manager reserves the right to alter access arrangements during the duration of the fit out.

Personnel access to site is to the side of the Loading Bay. The loading bay main entrance is located on Palace Street. Security Control are located in this area between 7am – 7pm.

The fit out contractor will be responsible for providing a signing in book which will be located at this entrance. Please provide this to the Estate Management team prior to fit out. Please provide a list of all personnel (with the details of sub contractor companies) to the Estate Management Team, also can you ensure that all contractors have photographic ID cards. Should you require access outside of the core business hours please advise the Estate Management team.

Deliveries

The loading bay is located at the basement level and vehicular access to the site will be via the entrance on Palace Street. Security control are located at the top of the ramp and are responsible for all vehicular access into this area. The tenant shall ensure that the vehicular access routes remain accessible to others during the fit out works. Deliveries will be sequenced to avoid congestion in the loading bay.

A loading bay attendant is located at the bottom of the ramp between 7am and 7pm to supervise all deliveries. Additional security will need to be booked for deliveries made outside of these times. There is a turn around time of half an hour at the bottom of the ramp. Please provide a delivery schedule for all deliveries, including type of delivery, name of company and registration details.

If you are expecting a delivery outside of these hours and on weekends then please contact the Estate Management Team who will make the necessary provisions and confirm the additional security costs.

Customers are to arrange for their deliveries to be taken to their demised area immediately. The Loading Bay is not to be used for storage of goods, but for loading and unloading only.

Please note there is a height restriction on the entrance to the loading bay of 4.3m.

Goods Lift

There are two designated goods lifts available to aid the transportation of materials. Use of the lift will be shared between other tenants. The tenant should ensure that all items fit into the goods lift as no other lifts are available for the transport of materials. The weight restriction on the lift is 750kg. The goods lifts should be protected prior to any works commencing.

Weekly Fire Alarm Test

The fire alarm is tested on a Wednesday morning at 10.00am. The evacuation procedures are in Appendix 4.

Storage

All fit out/construction related operations and storage of equipment/materials must be confined to the demised area.

Waste Disposal

The customer is responsible for the removal of rubbish from the demised areas. There is no facility in the basement areas for storage of a skip and waste should be removed on a daily basis through a weight and load system. Details of collections should be provided to the Estate Management Team.

Riser Access

There are two communications risers located on the north and south sides of the building. All telecoms data cables should be routed through the risers to the communications room in the basement. Please note that installation of telecoms data cables are subject to a Wayleave. Access to tenanted demises in other areas of the building will be required to run the cables. 48 hours advance notification must be sought prior to the commencement of such works and a permit to work system will be operated. Please contact the Estate Management team who will liaise with the other tenants within the building. A security escort will be required for access to landlord and other tenanted areas, there will be a charge for each escort which will be met by the tenant.

Access Control on the Floor

The access control system on the lobby floors will need to be integrated into the building fire alarm system. Please liaise with the Estate Management Team to obtain details of how this can be arranged.

Base Building Modifications

Access to base build areas and systems will be controlled by Land Securities and all contractors and their staff must comply with their directions, including those of the security team, at all times.

Any works proposed to the base building and its M&E services, including outstanding base build works, modifications to or connection to base build services or any access to base build areas must be first approved by Land Securities under their permit to work system.

Permits to work will only be issued upon receipt of an appropriate risk and method statement and permits will only be issued where applied for in a reasonable timescale.

Land Securities will employ an approved Contractor, or its resident maintenance Contractor, to carry out all isolations and reconnections to base build systems required by the tenant's works. Certain services can affect other floors and care needs to be taken to avoid cutting control cables etc.

Similarly, on completion of the works, the tenant's Contractor shall satisfy our Contractor, Consultant or Land Securities witnessing staff that the affected system is complete and safe to reconnect.

Commissioning

The Tenant shall provide details of his proposed commissioning programme.

Land Securities reserves the right to employ a specialist Consultant and commissioning specialist to verify the operation of Base Build systems affected by the tenant works, and to rebalance and recommission as necessary to ensure systems operate as required for all tenants. All such costs involved would be recharged to the tenant concerned.

As a minimum the commissioning shall include all affected central systems to demonstrate that these do not exceed the agreed allocation for the area involved and that overall systems functions and performance are not adversely affected. Systems could include:-

- Verification of the maximum air volume and static pressure requirement relating to outdoor air supply.
- Electrical loads connected to main distribution system, operation of protective devices and supply appropriate satisfactory discrimination report
- Secondary chilled water system flow rates and controls operation
- LPHW system and radiators controls operation
- BMS and lighting control system operation and settings, and any graphics changes
- Fire detection and alarm system operation

All necessary adjustments and whole or partial re-commissioning that is required to achieve the required conditions shall be the responsibility of the Tenant.

Information to be provided upon completion

“As built / installed” drawings, consistent with the Building’s record management system, together with completion certificates, commissioning information etc. must be promptly submitted following completion of the works. The format of this information should be agreed with the Technical Services Manager, but would include both soft and hard copy.

The Tenant should ensure that the Landlord receives the benefit of all warranties and guarantees in respect of any services for which the Landlord is responsible for the maintenance or performance so that the Landlord may (in addition to the Tenant if necessary) enforce these warranties and guarantees directly.

Any damage noted after works have been carried out that has not been drawn to the notice of building management will be attributed to the permit holding contractor who will be responsible for rectification on behalf of the tenant concerned.

Post Practical Completion

The tenant will, within 28 days of completion, (as certified by Tenant’s Designer/Contractor) of the fitting-out works, provide the Landlord with the following:

- Two complete sets of record drawings, specifications and other record material covering all aspects of the works carried out in a format to be agreed with Building Management.
- Two sets of data confirming all M & E services that have been altered have been re-commissioned in accordance with re-commissioning procedures in a format to be agreed with Building Management. All information including drawings and Specification should be provided in agreed electronic format (such as Word6 and AutoCAD 2000)
- Two copies of statutory approvals.

Prior To Occupation

The Tenant must provide written confirmation of the following:

- That the Landlord's insurers have been advised at least ten days prior to completion.
- The increase in value of Landlord's fixtures and fittings at least five working days before completion, for insurance purposes.
- That the fire authority permit occupation of the 'as altered' area.
- That all fire prevention systems are fully operational and approved by the DS.
- That all drains within the Tenants demised are clear to the nearest connection to the common drain.
- That CFC's and deleterious materials have not been used during the fit-out.
- Provide details of Health & Safety implications and appropriate documentation to meet CDM regulations.
- Provide evidence that the graphics for the BMS and Lighting System have been implemented.
- General approval of systems especially fire and smoke extract by the DS prior to occupation.
- Emergency Lighting and Fire Extinguishers agreed by the DS and Land Securities Fire Officer as this is a multiple occupancy building.
- Fire Plan

Appendix 1 – Generic Consent clauses

Dear

Notice of Consent : Address of Property and Tenant Name

Lease details: Lease dated between etc.

We refer to your application for Landlord's consent to undertake the alteration works as detailed in plan(s) reference We confirm our consent on behalf of your Landlord (*enter holding company*) to undertake the works subject to your acceptance of the following conditions:

1. Obtaining all necessary statutory consents (if any) in respect of Building Regulations, Planning, Fire Officers approval, Local Bye Laws or otherwise required in respect of the works. Copies of all such consents must be supplied to the Landlord before the works are commenced.
2. The works are to be carried out in a good and workmanlike manner and must comply with the current Health and Safety at Work legislation (including future access for maintenance of the works) and must conform with all statutory rules, regulations and conditions applicable in respect of the works or in the carrying out of the works.

Without prejudice to the generality of the foregoing insofar as the Construction (Design and Management) Regulations 1994 ("the CDM Regulations") apply to the works:-

- (i) for the avoidance of doubt the Tenant is "the Client" for the purposes of the CDM Regulations and shall comply with all the provision thereof.
 - (ii) the Tenant shall ensure that a Health and Safety File is properly compiled and retained in respect of the works (or if such File is already in existence shall ensure that such File is properly updated) and that a full copy thereof is made available for inspection by the Landlord on completion of the works.
3. The Tenant shall indemnify the Landlord and their Agents from and against all actions, costs, claims, losses, demands, damages and liabilities whatsoever and howsoever arising out of or in connection with or by reason of the carrying out of the works or any part thereof and shall insure or cause to be insured such risks to the reasonable satisfaction of the Landlord and on demand shall produce to the Landlord the policy or policies of such insurance and the receipts for the current premiums thereof.
 4. The adjoining owners' or occupiers' rights must not be infringed and the works must be carried out in such a manner as not to create any dust or noise nuisance or interruption to such adjoining owners or occupiers. Works of a noisy or disruptive nature are to be undertaken outside of normal business hours, or by prior agreement with the Landlord's representative (Centre/Estates Manager) on site.
 5. The Tenant shall accept responsibility for any damage or nuisance arising from the works during or after execution of the works.

6. The Tenant shall (where the Premises form part of a Building, Shopping Centre or an Estate) meet any cost incurred by the Landlord or their Agents associated with alteration to any Landlord's installation and or statutory documentation, together with any additional security charges incurred by the Landlord in connection with the works or the carrying out of the works.
7. The works must be commenced within six months from the date of this letter. Failure to do so will render this consent void.
8. The Tenant will give to the Landlord seven days notice of commencement of the works, will supply details of the anticipated Programme of Works, and will notify the Landlord immediately upon completion of the works.
9. The Tenant will execute the works in a proper and workmanlike manner with the best approved materials and to the satisfaction of the Landlord's surveyor and engineer, or their Agents (who shall on request be allowed access to inspect the works or the progress of the works).
10. All materials used in conjunction with the works, and any operation such as mixing, cutting, jointing and the alike must be undertaken within the confines of the Premises, without restricting the use of any common areas
11. All proper safety precautions must be taken during the progress of the works and the safety of the structure of the Premises or any adjoining premises must not in any way be endangered.
12. The Tenant shall ensure that no part of the works will prevent access to any Landlord's or other tenant's installation for maintenance or other purposes. If access is restricted, the Landlord may at any time during the term of the Lease require the Tenant, at their cost to relocate or temporarily remove plant or fittings etc. to give a reasonable working space and access to the Landlord.
13. If as a result of the works any part of the Premises shall provide general access to the public not previously available the Tenant shall provide and maintain for the residue of the term of the Lease a line of metal studs or other means of demarcation so as to distinguish the boundary separating the Public Highway/common parts from that part of the Premise over which there is general access available to the public and shall exhibit in a sufficient manner and form such notice as may be necessary to show that it is not intention to dedicate the area laying between the boundary of the Public Highway and the buildings on the Premises as a public way.
14. Any alteration or addition to the electrical installation are to be carried out in accordance with the current edition of the IEE Regulations, with copies of NICEIC testing and completion certificates being forwarded to the Landlord on completion.
15. That you hereby grant as beneficial owner (or shall procure that the beneficial owner shall grant) to the landlord a royalty-free irrevocable and non-exclusive Licence or Licences to use and copy any design, as built and maintenance and operational information and

documentation and any other information comprised in the Health and Safety file for any purpose connected with the premises, and such Licence and Licences shall carry the right to grant Sub-Licences and shall be transferable to third parties.

16. That in relation to the work it is acknowledged that no partnership or agency relationship exists or is created by or in consequence of the execution of the work, this letter or otherwise.
17. At the expiration or sooner determination of the Lease the Tenant will, without cost to, and if so required by the Landlord, well and reasonably reinstate the Premises in such a manner as the Landlord shall reasonably direct and to its complete satisfaction and the terms and conditions of this letter licence shall apply to the works of reinstatement, as they apply to the works.
18. Unless expressly stated nothing in this Notice of Consent will create rights pursuant to the Contract (Rights of Third Parties) Act 1999 in favour of any one other than the parties to this Notice of Consent.
19. All common areas must be kept clear at all times and the contractor must ensure that these areas remain free for use by other person or vehicles.
20. No parking of contractor's vehicles will be allowed, unless agreed with the *Centre Management/ Management Surveyor*.
21. All "out of hours" working must be discussed and agreed with the *Centre Management/Management Surveyor* prior to commencement of works on site.
22. The contractor will comply with the requirements contained in the landlords *Fitting Out guide/handbook and Management regulations* for the development at all times during the works. Copies enclosed.
23. *We are aware of the potential of asbestos based materials within the demise. Under the terms of the occupational lease for this property the tenant has agreed to be responsible for the works required under the acts of statute: The Management of Health and Safety at Work Regulations 1999, The Health and Safety at Work Act 1974 and The Control of Asbestos at Work Regulations 2002. In addition, as a condition of Landlords consent, contractors instructed on the tenants behalf will be required to inspect the asbestos register held at the Centre Management office on-site, prior to commencement of the work*
24. The Tenant shall ensure that a Fire Risk Assessment in accordance with The Fire Precautions (Workplace) Regulation 1997, (as amended 1999) is updated in so far as required. The original must be retained on site, with a copy being provided to the Landlord on completion of the works.

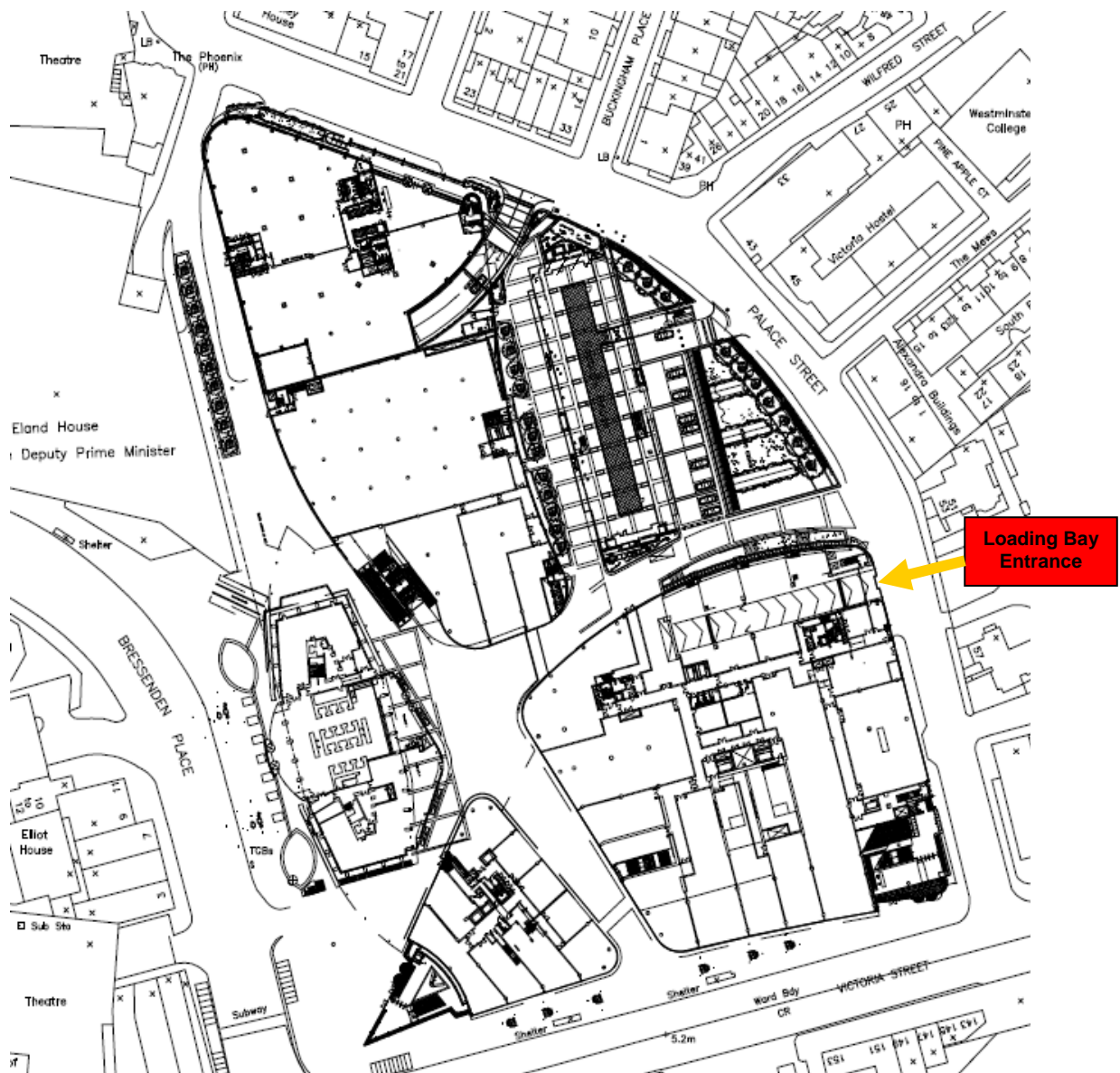
NB: Words in italics may be deleted/amended if appropriate

Appendix 2 – Prohibited materials

The tenant will not use in the Works any materials or substances which are known in the building industry or which become known during the course of the Works to be deleterious or hazardous to health and safety including but not limited to:

High alumina cement or concrete;
Woodwool slabs used as permanent shuttering;
Additives containing calcium chloride except where the concrete is not reinforced or pre-stressed;
Cement containing calcium chloride;
Asbestos or asbestos products;
Naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard BS882:1983 and/or naturally occurring aggregates for use in concrete which do not comply with British Standard BS8110:1985.
Urea formaldehyde;
Glass fibre reinforced concrete.
Silicate bricks or tiles;
Crocidolite;
Hardcore and infill (as distinct from new) materials;
Materials containing chlorofluorocarbons
Hardcore and infill (as distinct from new) materials;
Materials containing chlorofluorocarbons (CFC's) or aerosol sprayed foam insulation or fire protection equipment except in the standards set out by the Montreal Protocol 1987 in particular extruded polystyrene polyurethane polyisocyanurate phenolic foam and CFC's in Refrigerants (specifically R11,r12,R22 and R502). (The Base Building design team have specified phenolic foam for ductwork and pipework that is HFC and CFC free and which is non-ozone depletion product.)
Any other substances not in accordance with British Standards and codes of practice and good building practice. The Tenant will have regard to the Ove Arup publication "Good practice in the selection of construction materials" 1997.

Appendix 3 – Location of the Loading Bay



Appendix 4 – Fire Alarm Evacuation Procedures

Fire Alarm Evacuation Procedures

If the FIRE ALARM BELLS are sounded staff must evacuate the building and should:

- a) Move orderly and quietly out of the building.
- b) Comply with all the instructions of the Security Officer and Fire Wardens.
- c) Use all exits to leave the building as directed by the Fire Wardens.
- d) Assemble as directed.
- e) People unable to successfully negotiate the staircase should proceed to the refuge area (lift lobby) and await an escort from the tenant fire warden and then evacuate.

DO NOT

- a) **USE THE LIFTS.**
- b) **DO NOT STOP TO COLLECT PERSONAL BELONGINGS.**
- b) **RE-ENTER THE BUILDING UNTIL TOLD BY A FIRE BRIGADE OFFICER OR FIRE WARDEN THAT IT IS SAFE TO DO SO.**

All Fire Wardens should know the details of the Fire Instructions. They should be familiar with the position of the fire extinguishers, hose reels, smoke check doors, means of escape, layout and occupation of offices on their floor.

Fire Wardens will ensure that all staff leave their floor by means of emergency exit stairs. Lifts **MUST NOT** be used.

If the call point is operated from your floor the Fire Warden must be available at the Ground Floor level to relay information to the Security Officer who will in turn inform the Fire Brigade on their arrival. During an evacuation all Fire Wardens must report the 'all clear' to the Security Officer at the Assembly Point.