

Merseyway Shopping Centre  
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Stockport  
SK1 1PD

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## **MERSEYWAY SHOPPING CENTRE**

### **TENANTS GUIDE FOR BUILDING/SHOPFITTING WORKS**

#### **THE GUIDE COMPRISES: -**

**PART 1 – General and Administrative Requirements**  
**PART 2 - Rules for Shopfitters/Contractors**

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## MERSEYWAY SHOPPING CENTRE

### TENANTS GUIDE FOR BUILDING/SHOPFITTING WORKS

#### PART 1 – GENERAL AND ADMINISTRATIVE REQUIREMENTS

##### Preamble

The following topics must be considered when providing information on building/shop fitting proposals for Landlord's approval, as required by the Tenancy Agreement. Early contact with our Building Surveyors is advised so as to avoid delays and ensuing changes to your proposed programme of works.

##### **1.1 Design Information**

Initially four copies of all documentation relating to the proposals should be provided. Drawings should be as detailed as possible and clearly indicate all aspects of layout, construction, equipment and materials. Six copies of drawings and design information relating to sprinkler systems will be required. Drawings showing details of sprinkler installation must be prepared or over stamped by an LPC approved designer. See also Sections 1.7 and 2.5d.

The applicant should state if the Construction (Design & Management) Regulations 1994, are applicable i.e. duration of contract more than 30 days or 500 person days, involves 5 or more persons or involves any demolition. If applicable, name and address of Planning Supervisor must be provided. (See Page 4).

##### **1.2 Fire Prevention/Precautions**

The tenant must make direct contact with the Fire Prevention Department of the relevant Fire Service informing them of their proposals and provide the Landlord with copies of correspondence both to and from this authority. At the time of application **proof of contact and initial response** will suffice, however commencement of the works may be delayed until Fire Service Approval has been granted. Reliance on Local Authority Building Control Department liaison is not acceptable.

##### **1.3 Health & Safety**

The tenant must provide copies of all correspondence to and from the relevant Local Authority Environmental Health Department in respect of specific risk assessments aimed at discovering deleterious construction materials and hazards, e.g. asbestos, prior to commencement of dismantling operations. Findings and summary of written reports should be provided. (See also Section 2.8).

##### **1.4 Local Authority Approvals**

The Tenant must inform the relevant Local Authority Departments and Public Utilities E.g. Planning, Building Control, Engineers etc and provide the Landlord with copies of correspondence both to and from these authorities. At the time of Landlords application **proof of contact and initial response** will suffice, however any works undertaken prior to receipt of formal Local Authority approval are at the Tenants risk

**Failure to comply with requirements 1.1 to 1.4 above will not only delay the approval procedures, but could also result in the works being suspended by the Local Authority.**

## **1.5 Valuation of Works**

For Landlords insurance purposes the Tenant should provide the costs of all aspects of the works classified as Landlords fixtures and fittings together with other details on Page 4.

## **1.6 Shopfitter Rules**

Completed Acceptance Form from Part 2 (Page 10) of this Guide will be required from the main contractor prior to commencement of the works.

## **1.7 "Certification"**

On completion of the works the Tenant must provide one complete set of "as fitted" drawings and technical information showing all aspects of the work. In addition, copies of completion certificates relating to electrical, fire alarm and emergency lighting installations are required. These works must be undertaken, or at least certified by contractors registered with a relevant trade or professional body. LPC Certifications of Installation Conformity are required in respect of sprinkler installations/modifications. Where CDM Regulations apply (see section 1.1) a copy of the Health & Safety file must also be provided.

## **1.8 Approval/Inspection Charges**

Merseyway Shopping Centre may make a charge for inspecting proposals and works, details will be presented as appropriate. Invoices will be presented to the persons completing Page 4. Other charges may be applicable, e.g. Sprinkler draining, fire alarm connections and these can be discussed with the Centre Manager.

## **1.9 Further Information**

In addition to Part 1 of this Guide we have produced Part 2, Rules for Shopfitters/Contractors, which contains information on day to day working and Shopping Centre contacts. Tenants are advised to bring these matters to their contractor's attention as in some cases costs could be affected.

Specific queries on technical aspects of the Centre's services installations etc, can be discussed as necessary with our Building Surveyor. (See page 10)

## MERSEYWAY SHOPPING CENTRE

### APPLICATION FORM FOR LANDLORD'S CONSENT (ALTERATIONS)

#### STANDARD TERMS AND INFORMATION REQUIRED

The Company is prepared to consider granting consent to the proposed alterations, subject to the following conditions: -

1. Superior Landlord's and Mortgagee's consent which will, where applicable be obtained by Merseyway Shopping Centre.
2. Formal approval of drawings by Merseyway Shopping Centre, their Building Surveyors or the Landlords representative.
3. That the Tenant is not in breach of any covenant at any time prior to the issue of the approval of drawings and formal approval is valid only when all sums of money have been paid.
4. That you indemnify Merseyway Shopping Centre against all claims, actions, costs and expenses which may result from this work or your failure to comply with statutory regulations and procedures.
5. That reinstatement will be carried out, if reasonably required, at the end of the tenancy however terminated.

**I/WE ACCEPT THE ABOVE TERMS AND CONDITIONS.**

**I/WE ESTIMATE THE PORTION OF COSTS RELATIVE TO LANDLORDS FIXTURES AND FITTINGS TO BE £ ..... IN RESPECT OF THE CURRENT PROPOSALS FOR UNIT**

.....

**PRINT NAME ..... TENANT/AGENT (delete as appropriate)**

**SIGNED ..... DATE .....**

**Name and address of person or persons on whose behalf work is to be carried out**

.....  
.....

**NOTE: Invoices in respect of Landlords approval charges will be sent to the tenant unless otherwise stated.**

**Tel: .....**

**If signed by agent, give name and address of agent:**

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**Name and address of Planning Supervisor (where CDM Regulations apply, see Section 1.1)**

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## MERSEYWAY SHOPPING CENTRE

### TENANTS GUIDE FOR BUILDING/SHOPFITTING WORKS

#### PART 2 – RULES FOR SHOPFITTERS/CONTRACTORS

##### **2.1 General**

- a) The Tenant/Contractor shall ensure that before the commencement of any works, he makes contact with the Centre Manager to discuss in detail all items of procedure listed below, together with any special requirements in force at that particular time.

The Centre Manager has the right to stop any operation which he does not consider acceptable to the smooth running of the Centre.

- b) No parking of contractor's vehicles will be allowed without the specific agreement of the Centre Management. Parking restrictions are in force.
- c) All access roadways, walkways, passages, must be kept clear at all times.

##### **2.2 Protection of Shop Front**

Where a hoarding is necessary to provide working space to the shop front, it will comply with the following requirements: -

- a) Hoardings must not be erected beyond 1m from the line of the shop front. No fixings should be made into or through the mall floor or wall finishes. The hoarding must be **stable** and not obstruct any other part of the Centre. Ideally the external face must be 12.5mm thick plasterboard. See also 2.2f below.
- b) Any areas above or around the hoarding must be in similar materials and sealed to prevent the passage of dust from the unit. Visqueen is not acceptable.
- c) Prior to erection the finish to malls between the shopfront line and the hoarding is to be protected with a layer of 12.5mm soft board to eliminate damage by scratching and/or impact. The Tenant is responsible for any damage to the mall finishes discovered on removal of the protective measures, unless Merseyway Shopping Centre have previously been informed in writing. Cleaning of the mall finishes is also deemed the responsibility of the Tenant.
- d) Facing to hoarding is to be continuous in length and with access from the shop unit onto the mall by means of a suitably constructed inward opening door, secured internally for means of escape only.
- e) Facing to hoarding is to be smooth and free from protrusion of any kind. The hoarding is to be maintained in a clean decorated condition.
- f) If it is envisaged the premises will be without sprinkler cover during the course of the works, the hoarding may be required to provide one-hour fire resistance. Advice should be sought.

## **2.3 Delivery and Removal of Materials, Equipment etc.**

- a) Siting of a waste container will be by prior agreement with the Centre Manager, and must never cause obstruction to other parties or the smooth running of the Centre. Any materials falling from skips etc. must be cleared immediately.
- b) Immediately following delivery all materials are to be placed totally within the area indicated by the Centre Manager.
- c) Loose loads of materials such as sand, blocks, and bricks are not permitted. Materials must be bagged or palletised or both and of such quantity that can be easily contained within the designated area.
- d) It is essential that pallet loads placed within the demise are not concentrated in one area, as the designed load bearing criteria for the floor slab may be exceeded.
- e) On occasion it may prove necessary to make deliveries of materials and equipment into the shop unit through the centre where this is necessary, specific approval must be sought and granted by the Centre Manager.
- f) Under no circumstances will any equipment which has nylon/steel wheels be allowed onto the malls.

## **2.4 Construction Works**

### a) The \*Permit\* System

Many fires are caused by sparks and heat from cutting and welding equipment, blowlamps and other hot processes used in the course of repairs and alterations to the plant and premises. Thus, no flame, fume or smoke producing equipment is to be used within the demise unless previously arranged and agree with the Centre Manager who will arrange for such a Permit\* to be issued. Suitable electric mixers can be used.

#### Hot Work Permit

Applicable to all operations involving flame, hot air or arc welding and cutting equipment, brazing and soldering equipment, blowlamps, bitumen boilers and other equipment producing heat or having naked flames.

#### General "Authority to Access"

Must be obtained from Centre Management when working anywhere within Merseyway Shopping Centre, including tenanted areas. This includes works on, but not restricted to, gas, liquid water systems, dusty operations, electrical supply to Landlord's areas, compressed air, etc.

#### Permit to Work (PTW)

For any works deemed "high risk" i.e. electrical or working from height, a PTW must be provided, by the contractor, naming the person who is to carry out

the works and signed by an authorized person within that company confirming that person is competent to do so.

- b) Mixing of all materials is to be carried out within the demise. No mixing or depositing of materials will be allowed in any other areas. Surplus mixed material will be placed within the waste container agreed and removed from site by the contractor. Such materials must not be disposed of via sinks, w.c.'s or inspection chambers.
- c) The use of pneumatic drills is not permitted during trading hours. Time for this work must be agreed with the Centre Manager.
- d) Where applicable the cutting of reinforced concrete slabs and walls, and similar operations are to be carried out using diamond core cutters or diamond saw cutters. Where holes are to be modified by the use of percussion tools item c. above will apply.
- e) Any operations involving glass or similar materials shall be carried out in accordance with the Centre manager's instructions and will not be permitted on the mall or to unprotected shopfronts during trading hours.

**"THE PUBLIC ARE TO BE PROTECTED AT ALL TIMES"**

## **2.5 Services**

### a) Electrical

Services connection for electricity must be obtained from the Local Electricity Utility. No use of the Landlords supply will be permitted without prior agreement with the Centre Manager.

Electrical works within the demise must be carried out by N.I.C.E.I.C. or E.C.A. registered contractors. The works must be in accordance with the appropriate edition of I.E.E. regulations and certificates must be provided (see Part 1).

### b) Ventilation/A.C.

In locations where Landlord's systems are fitted, individual fan units shall be turned off and sealed during the period of the works to prevent contamination.

### c) Water

Service connection of water will not be carried out until such times as agreements have been signed by the Tenant or their contractor with the Local Water Board.

### d) Sprinkler Systems

- (i) Where modifications to the sprinkler system are to be carried out, no work is to be undertaken until prior arrangements have been made with the Centre Manager, who will arrange for the system to be drained and refilled subject to receipt of a written order from the contractor. A charge may be made for this service, and contractors are advised to provide ample notification.

- (ii) The contractor is required to test and certify, in accordance with LPC rules and the relevant British Standard. Certificates must be provided. (see Part 1).
- (iii) Sprinkler heads are to be protected against mechanical damage and should also be "bagged off" when spraying is undertaken. Contractors must ensure permanent conditions are reinstated at the earliest possible opportunity.
- (iv) The contractor should be aware that if modifications to the sprinkler system cannot be undertaken within the maximum permissible drain down period, temporary protection of the demise must be agreed with the Fire Officer and Merseyway Shopping Centre.

The contractor must immediately notify all parties if this situation is a possibility.

## **2.6 Fire Alarm System**

- a) No works are permitted to be carried out to the Landlord's fire alarm system without the prior agreement of the Centre Manager.
- b) The undertaking of work involving isolation may need to be carried out by the Landlord's contractor. Details must be agreed in advance, with the Tenants acknowledgement of the Landlord's fee.

### **Note relating to 2.5d and 2.6 above**

## **A TOTAL LACK OF FIRE DETECTION IS NOT ALLOWED**

## **2.7 Electricity at Work, Health, Safety and C.O.S.H.H.**

All operations carried out in the Shopping Centres must comply with current regulations, the following persons should be informed and permission sought as applicable: -

- a) The Fire Officer (see 1.2)
- b) The Centre Manager
- c) The Health & Safety Executive and/or Environmental Health Officer (see 13.)
- d) Details of hazardous chemicals used in shop fitting works must be supplied to the Centre Manager, prior to work being allowed to commence.
- e) In particular, the storage of L.P.G. bottles or similar is not permitted in units without written permission from the above.

## **2.8 Asbestos and other Deleterious Materials**

The Management of Health & Safety at Work Regulations, 1992 came into effect on the 1<sup>st</sup> January, 1993. Under this legislation the Tenant is required to carry out a



suitable and sufficient risk assessment of his premises which will include details and condition report of any existing deleterious or hazardous installations and materials e.g. asbestos. Contractors should be aware of the results of this risk assessment prior to commencement of any works.

It is possible that deleterious materials such as asbestos, H.A.C., woodwool slabs, etc. have been used within the demised premises either within the false ceilings or elsewhere and these materials must be identified and dealt with, as appropriate, by a suitable NAMAS accredited environmental specialist or licensed asbestos contractor to identify the location, type, condition and purpose for which intended.

A method statement for dealing with the material in question must consider risks to all persons including the public which its presence in and its removal from the unit creates.

The relevant Environmental Health Department and the Landlord must be made aware of the occurrence and copies of the inspectors report and ensuing correspondence must be provided.

**Failure to comply with these requirements will not only cause delays to the approval procedure but could result in works being suspended by the local authority.**

## **2.9 Working Hours**

- a) All proposed out-of-hours working is to be agreed in advance by the Centre Manager.
- b) No operative is allowed to use any part of the Centre as overnight "accommodation".

## **2.10 Completion of Works**

- a) It is the Tenants responsibility following contractor's activities to ensure all drains from the demise to the first inspection chamber are clean and free flowing. Any blockage or contamination of these drains will be assumed to be due to the works in question.
- b) The contractor must advise the Centre Manager of the practical completion of shop fitting in order that testing of alarms can be carried out before commencement of trading.

## **2.11 Safety**

The Centre Manager has the right to suspend any activity which in his opinion is contrary to or contravenes any Statutory Acts E.g. Health & Safety at Work Act, Electricity at Work Regulations or is detrimental to the Centre, until such time as he is satisfied proper action has been taken.

## **2.12 Contacts**

<b>Centre Manager: -</b>	<b>Brendan Webb</b>
<b>Telephone No: -</b>	<b>0161 480 2839</b>
<b>Email:</b>	<b>brendan.webb@cbrems.com</b>

<b>Operations Manager</b>	<b>Matthew Taylor</b>
<b>Telephone No: -</b>	<b>0161 480 2839</b>
<b>Email:</b>	<b>matthew.taylor@carillionplc.com</b>



MERSEYWAY SHOPPING CENTRE

ACCEPTANCE FORM TO SHOPFITTERS RULES

BEFORE SHOPFITTING WORKS COMMENCE THIS FORM MUST BE COMPLETED BY THE PRINCIPAL CONTRACTOR AND RETURNED TO: -

Centre Management Office

FOR THE ATTENTION OF Centre Manager

Works relating to: -

SHOPPING CENTRE: Merseyway Shopping Centre

UNIT NO: .....

TENANT TRADING NAME: .....

CONTRACTORS to complete all following sections: -

I/We acknowledge receipt of and acceptance to the "Rules for Shopfitters/Contractors" as provided by Merseyway Shopping Centre

NAME ..... POSITION .....  
(Please Print)

SIGNED..... DATE.....

COMPANY NAME..... TEL.NO.....  
(Please Print)

ADDRESS.....

.....

.....

CONTACT ON SITE.....

TENANTS PROJECT MANAGER.....  
(Please Print)

TEL.NO..... EXT.NO.....