

# **Exchange Square**

## **Management Regulations Vol 2 — Fitting Out, Alterations & Reinstatement**

**Part A INTERPRETATION****Part B GENERAL**

1. Contractors
2. Environmental Concerns
3. Debris and Cleaning
4. Coordination of Work by Landlord
5. Notices and Circulars

**Part C FITTING OUT AND ALTERATIONS**

1. General
2. Tenant Design Proposal
3. Fitting out Parameters

Office	Retail
3.1) Interior Design	3.1) Shopfront and Signage
3.2) Layout and Materials	3.2) Interior Design
3.3) Electricity	3.3) Layout and Materials
3.4) Plumbing and Drainage	3.4) Electricity
3.5) Fire Safety and Other Building Systems	3.5) Plumbing and Drainage
3.6) Others	3.6) Fire Safety and Other Building Systems
	3.7) Others

4. Approval of Plans
5. Possession of Premise
6. Completion of Work

**Part D REINSTATEMENT****Part E EXECUTION OF WORK**

1. Safety and Cautionary Measures
2. Insurance
3. Delivery
4. Work Hours and Nuisance Control
5. Doors and Hoarding

Please read the Management Regulations carefully. Volume 1 focuses on general building operation matters and Volume 2 on fitting out, alteration works and reinstatement. The Management Regulations are designed to facilitate the safe and smooth operation of the Building. Please contact the Customer Service at XXXXXXXXXX if you have queries.

Office	Retail	
√	√	<h2>IMPORTANT NOTICE</h2> <p>Please note that Volume 2 of the Management Regulations set out the operating procedures and requirements in relation to fitting out and alterations, and no changes will be permitted at any time. Please also note that failure to comply with these Regulations may cause you substantial cost and delay while you rectify the situation.</p>
√	√	<h3>PART A INTERPRETATION</h3> <p>In these Regulations:</p>
1	1	Obligations of the Tenant are treated as made by all persons included in that expression jointly and separately.
2	2	A requirement for the Tenant not to do any act or thing includes not to permit or allow that act or thing to be done. An agreement by the Tenant to do an act or thing includes an obligation to procure that act or thing to be done.
3	3	Words importing one gender include the others and the singular includes the plural, and vice versa.
4	4	References to any right of the Landlord to have access to the Premises are to be construed as including all persons authorised by the Landlord.
5	5	References to the consent, approval or authorisation of the Landlord mean a consent, approval or authorisation in writing, signed by or on behalf of the Landlord. In giving consent, approval or authorisation, the Landlord may impose such conditions as the Landlord may in its absolute discretion think fit, which must be strictly observed by the Tenant.
6	6	References to notice mean notice in writing.
7	7	All payments or reimbursements to be made by the Tenant under these Regulations that are unpaid on their due date are recoverable from the Tenant as a debt.
8	8	An act, default, neglect or omission of a contractor, employee, workman, agent, licensee or invitee of the Tenant or anyone at the Building expressly or impliedly with the authority of any of them, is deemed to be the act, default, neglect or omission of the Tenant, and references to the Tenant are deemed to include all such persons where the context allows.

9	9	“Approved Contractor” means a contractor or consultant who is approved by the Landlord in writing for carrying out specific types of work. A list of such approved contractors and the types of work for which they are authorised is available <a href="#">here</a> . The Landlord may revoke, add or vary these contractors and their respective approvals at any time and in any manner without prior notice.
10	10	“Building” includes all buildings from time to time on the land described in the Lease, and every part of them.
11	11	“Common Parts” means the pedestrian ways, lifts, escalators, roads, forecourts, loading bays, toilet facilities and any other areas within the Building or the land described in the Lease for the time being designated by the Landlord for common use by the tenants and occupiers of the Building and those expressly or by implication authorised by them.
12	12	“ELV” means the extra low voltage system used by the Landlord or the Tenant.
13	13	“includes” or “including” shall be construed without limitation to the words following.
14	14	“Landlord” includes the person entitled for the time being to the immediate reversion to the term granted by any Lease and as appropriate its agents and authorised representatives.
15	15	“Lease” means any lease, sub lease or licence or other documents of a similar nature entered into with the Tenant (whether in the capacity as tenant or licensee) in respect of any part of the Building and any document supplemental or related to it or entered into under its terms.
16	16	“Losses” includes all liabilities, claims, demands, proceedings, damages, losses, costs and expenses.
17	17	“Nominated Contractor” means a contractor or consultant who is nominated by the Landlord as the only contractor or consultant authorised to perform particular types of work in the Building. A list of these contractors and the types of work for which they are authorised is available <a href="#">here</a> . The Landlord may revoke, add or vary nomination at any time and in any manner without prior notice. References to a Nominated Contractor are made to the relevant Nominated Contractor for a particular type of work.
18	18	“Premises” means every part of that part of the Building let or licensed by a Lease.
19	19	“Tenant” means the person so named in any Lease and as appropriate its employees, contractors, agents, licensees, invitees, workmen and the Landlord’s Nominated Contractor or Approved Contractor while engaged in the performance of works on behalf of the Tenant.
20	20	“Tenant Design Proposals” means the plans and specifications approved by the Landlord under Regulation 1.1.
21	21	“UPS” means uninterrupted power supply.
22	22	“Working Day” means a period of 24 hours starting at midnight (Cambodian time) being a day, other than a Saturday, Sunday or public holiday.
23	23	“Building Management Office” means the Building Management Office described as follows:

## Office and Retail

Building	Building Management Office	
	Location	Telephone
Exchange Square	1 Mezzanine Basement, Exchange Square, Number 28, Street 106, Phnom Penh, Cambodia.	XXXXXXX

Office	Retail	
√	√	<b>PART B GENERAL</b>
√	√	The following Regulations apply to the fitting out and reinstatement of the Premises. They also apply to any alterations or additions to the Premises at any time after an original fit-out and references to fitting out include alterations to the Premises at any time.
<b>1</b>	<b>1</b>	<b>Contractor</b>
1.1	1.1	The Tenant must as soon as possible submit the details of its proposed contractors or consultants for the Landlord's approval unless these Regulations require the use of Nominated Contractors including without limitation for fire alarm and protection systems, interfacing of Tenant's ELV systems with the Landlord's Building Management System or structural work. The Landlord may refuse to approve a contractor or consultant without giving reasons and may revoke any approval at any time at its sole and absolute discretion. The Landlord's approval must first be obtained before a contractor can start any work.
1.2	1.2	All the Tenant's proposed works which require submission to The local government authorities must be arranged by the Landlord (on a without liability basis) and submitted by the Landlord's nominated Authorised Persons at the Tenant's sole cost and expenses. Besides such costs, the Tenant will bear all other costs, charges, expenses, fees and disbursements that the Landlord may incur in relation or incidental to the approval of the Tenant's proposed works and the related submissions to the local authorities.
1.3	1.3	The Tenant must use the Landlord's nominated structural engineers for design calculations which involve structural alterations. Alternatively, the Tenant may employ its own registered structural engineers to carry the design calculation but such calculations must be subsequently approved by the Landlord's nominated registered structural engineer. All costs (including those charged by the Landlord's nominated registered structural engineer) incidental to, arising from and resulting from any matter relating to the design calculations are to be borne by the Tenant solely.

1.4	1.4	The Tenant must only use the Landlord's Nominated Contractor or Approved Contractor for the following works respectively:	
√		By Nominated Contractors	By Approved Contractors
		<ul style="list-style-type: none"> <li>Any alterations or additions to the Landlord's fire services systems</li> <li>Any connection to the Landlord's core air-conditioning water system</li> <li>Any connection to or interfacing with the Landlord's ELV systems including Satellite Master Antenna Television (SMATV) system and Communal Aerial Broadcast Distribution (CABD) system</li> <li>Any alterations or additions to the Landlord's Building Management Systems (BMS)</li> <li>Any alterations or additions to the Landlord's base building mobile phone system and telecommunication networks</li> <li>Any submission to local government authorities</li> <li>Any structural design and calculation work</li> </ul>	<ul style="list-style-type: none"> <li>Any work involving areas that are outside or interface with the Premises including without limitation for entrance doors, partition walls, common area ceiling or common area floor</li> <li>Any work involving the Landlord's air-conditioning systems</li> <li>Any electrical installation work involving connection to the Landlord's main base building systems</li> <li>Any plumbing and drainage work</li> </ul>

	v	By Nominated Contractors	By Approved Contractors
		<ul style="list-style-type: none"> <li>Any alterations or additions to the Landlord's fire services systems</li> <li>Any connection to the Landlord's core air-conditioning water system</li> <li>Any connection to or interfacing with the Landlord's ELV systems including Satellite Master Antenna Television (SMATV) system and Communal Aerial Broadcast Distribution (CABD) system</li> <li>Any alterations or additions to the Landlord's Building Management Systems (BMS)</li> <li>Any alterations or additions to the Landlord's base building mobile phone system and telecommunication networks</li> <li>Any submission to local government authorities</li> <li>Any structural design and calculation work</li> <li>Disposing of wet garbage and refuse from the Premises</li> <li>Cleaning work involving the facades facing the streets or the arcade</li> </ul>	<ul style="list-style-type: none"> <li>Any work involving areas that are outside or interface with the Premises including without limitation for entrance doors, partition walls, common area ceiling or common area floor</li> <li>Any work involving the Landlord's air-conditioning systems</li> <li>Any electrical installation work involving connection to the Landlord's main base building systems</li> <li>Any plumbing and drainage work</li> <li>Any work involving the shopfront and its hoarding</li> </ul>



1.5	1.5	All cost and expenses in relation or incidental to or resulting from all such works will be borne by the Tenant solely. No alterations or additional works to the structure or such systems may be carried out unless they are carried out in accordance with the Tenant Design Proposals as approved by the Landlord, and relevant local government authorities and/or Ministry of Land Management and Urban Planning and that they are being carried out by the Landlord's Nominated Contractor as shown on the <a href="#">Nominated Contractor List</a> as provided by the Landlord from time to time.
1.6	1.6	Prior to the commencement of any work, the Tenant must deposit the names and contact details of all its contractors and designers in the Building Management Office prior to their entry to the Premises.
1.7	1.7	During the work period, the Tenant must at all times co-ordinate and closely monitor the activities of its contractors, workmen and designers and the Landlord's Nominated Contractor engaged in fitting out, alterations, additions or reinstatement of the Premises. The Tenant must ensure its designers, workmen and contractors liaise closely with the Landlord and fully comply with the Landlord's instructions at all times.
1.8	1.8	A list of all personnel to be engaged on the work with their names and appropriate identification(e.g Cambodian identity card) must be deposited in the Building Management Office before their entry to the Premises and commencement of the work. This list must be maintained up to date until the completion of the relevant works. No one may enter the Premises or commence any work in the Premises until a work permit has been issued by the Landlord in respect of the work and an individual worker badge for each person has been issued by the Building Management Office. The work permit must be posted in a conspicuous position in the Premises and the worker badges must be worn at all times by such personnel while within the Building. Persons not authorised to work in Cambodia must not be employed for any works in the Premises.
1.9	1.9	The Tenant is responsible for the conduct and behaviour of its contractors in the Building. Gambling is strictly prohibited. All sound reproduction equipment such as radios, cassette players and portable media players are prohibited.

<b>2</b>	<b>2</b>	<b>Environmental Concerns</b>
2.1	2.1	The Tenant is recommended to install and use environmentally friendly materials, energy efficient systems and appliances wherever possible in their fitting out works, alterations and reinstatement. In particular but without limitation:
2.1.1	2.1.1	The Tenant must not use in any part of the construction or decoration of its fit-out or store in the Premises:
2.1.1.1	2.1.1.1	Materials which the Local Government in its regulations or codes of practice in force from time to time regards as offensive or are banned, or
2.1.1.2	2.1.1.2	Materials containing chlorofluorocarbons (“CFC”) or harmful materials in any form.
2.1.2	2.1.2	If any such materials are installed, the Landlord may require the Tenant to remove them at its own cost strictly in accordance with the relevant Government regulations and procedures.
2.1.3	2.1.3	Lead-based paints must not be used. Paints and coatings should be low Volatile Organic Compound (“VOC”) type and suitable for use indoors in unventilated areas. All waste paint and other liquids must be disposed of in accordance with Local Government regulations in force from time to time.
2.1.4	2.1.4	Where adhesives, sealants, sealant primers and wood preservatives are used in the project interiors, the Tenants must fully comply with all applicable laws, regulations, guidelines and codes of practice issued by the relevant government authorities from time to time.
2.1.5	2.1.5	At the Landlord’s request, the Tenant must forthwith provide to the Landlord all data on materials, chemicals and fluids used in the fit-out works, alterations or reinstatement, including without limitation details on their safe use and disposal as well as materials safety data sheets as provided by the relevant manufacturers.

2.2	2.2	Use of Timber
2.2.1	2.2.1	Where it is decided that Tenant will use timber, a conscious effort should be made to make use of timber from a sustainable source. This may include the re-use of used timber and timber from well-managed sustainable forestry, e.g. certified by Forest Stewardship Council (FSC). If the Tenant uses tropical hardwoods or plywood, the Landlord may require the Tenant to supply the following details:
2.2.1.1	2.2.1.1	Origin of the timber, and
2.2.1.2	2.2.1.2	Evidence that the timber is from logging companies and countries that operate a forestry management plan.
2.2.2	2.2.2	Materials which contain formaldehyde must only be used where necessary and for limited purposes. Where it is decided that the Tenant will carry out timber treatment, it must be made in accordance with the relevant codes and standards, and particleboards (or chipboards), fibreboards, and similar composite boards used must comply with BS 5669 or BS1142 (or alternative equivalent standard for such boards) to control formaldehyde emissions. Fire retardant paint must be applied to timber doors and architraves, frames, skirting and coves and major items of fixtures and fittings and equipment such as timber wall panelling and large areas of cabinetry.
2.3	2.3	Insulation
√	√	The Tenant must NOT use thermal insulation that has the potential to deplete ozone. Tenants must not use materials that contain CFC or hydrochlorofluorocarbons as an insulant for pipework. Tenants should use cellular glass and mineral fibre as the insulant of air ducts or submit details of alternative insulation material for the Landlord's prior approval.
2.4	2.4	Electrical Power Harmonic Distortion
√	√	Non-linear electrical loads such as computer equipment, data communication systems, electronic-ballasted fluorescent lights etc. connected to the Tenant's power distribution systems are possible sources of harmonic current generation. This harmonic current has a detrimental effect on Tenant's own electrical supply installation and other office equipment, and should be kept down to an acceptable level by means of harmonic filters or line reactor filters etc. The local supply rules, codes of practice and legislative regulations in force from time to time provide good guidelines in managing this problem.

2.5	2.5	Noise and Smell
2.5.1	2.5.1	Tenants and their contractors must comply (without limitation) with the Sub-Decree Number 42 on the Control of Air Pollution Control and Noise Disturbance dated 10 July 2000 and be aware that they may be liable for the contractor's breaches when carrying out their work. This liability can include the personal liability of directors of the Tenant as well as the contractors.
2.5.2	2.5.2	The Tenant must not allow or permit any smoke, smell or odour (which in the Landlord's opinion is excessive, objectionable, offensive or unusual) to be produced upon or emanating from the Premises or permeating into any corridors, lift lobbies, pedestrian way, arcade or other parts of the Building at any time.
<b>3</b>	<b>3</b>	<b>Debris and Cleaning</b>
3.1	3.1	All materials and debris must be kept in the Premises during the working period and must not obstruct the Common Parts or any area inside or outside the Building at any time. Throughout the work period, debris must be removed and disposed of by the Tenant to the Landlord's satisfaction every evening or more frequently if the Landlord so requires. All dangerous or flammable waste and packing materials must be removed immediately from the Premises.
3.2	3.2	The Tenant must at its sole cost thoroughly clean all areas affected by its works.
<b>4</b>	<b>4</b>	<b>Coordination of Work by Landlord</b>
4.1	4.1	<p>Any damage to the Landlord's property will be made good by the Landlord at the cost of the Tenant including a 15% administration charge, and if incurred, the costs of the Landlord's consultants.</p> <p><b><u>Fit-out Deposit</u></b></p> <ul style="list-style-type: none"> <li>- All tenants/contractors are required to pay a refundable fit-out deposit to building Management to insure that all of the requirements nominated within this fit-out guide have been met. It may also be used to cover costs incurred in achieving compliance with this fit-out Manual if the responsible contractor fails to comply.</li> <li>- The fit-out deposit shall be equivalent to USD \$10/sqm or USD \$3,000 whichever is higher. this amount shall be paid by direct deposit or bank guarantee.</li> <li>- The fit-out deposit will be refunded to the tenant/contractor 30 days after the satisfactory completion of the fit-out/alteration works. The amount refunded shall be equal to the original amount deposited, free of interest and less any sum payable to Building Management due to any damage and/or loss to the Building or due to any violations incurred by the Tenant's Contractor(s).</li> </ul>
4.2	4.2	Where the Landlord:-
4.2.1	4.2.1	co-ordinates any works on behalf of the Tenant, or

4.2.2	4.2.2	arranges for the supply of any materials on behalf of the Tenant, or in respect of works to the Premises where the Tenant has failed to do so,
√	√	the Tenant must forthwith on demand pay the Landlord 15% of the cost of such works or materials (as the case may be) plus the cost of any consultant involved in such works or supply.

<b>5</b>	<b>5</b>	<b>Notices and Circulars</b>
5.1	5.1	<p>A notice that is required to be served to the Tenant under a specific Regulation (if any) in these Regulations may be served by registered post to or left at the Premises or the registered office or the last known address in Cambodia of the Tenant, or served by fax, email or other electronic means to the fax number or email address as designated by the Tenant. Where the Tenant has supplied more than one fax number or email address to the Landlord, the primary one as agreed between the Landlord and the Tenant will be treated as the one designated by the Tenant for the purpose of this Regulation 5.1. A notice sent by fax will be treated as given at the time of dispatch with confirmed transmission report. A notice sent by email will be treated as given at the time of dispatch unless the Landlord receives an electronic message in its own information system showing that the email has not been successfully delivered. Notices to the Landlord must be served by registered post to or left at the registered office of the Landlord in Cambodia, or any other address that the Landlord may notify to the Tenant from time to time. A notice sent by registered post will be treated as given at the time when in due course of post it would be delivered at the address to which it is sent.</p>
5.2	5.2	<p>The Landlord may inform the Tenant of matters of interest or relevance to the Tenant by sending circulars to Tenants. To facilitate the Landlord's issuing and distribution of such circulars, the Tenant is required to provide an email address and a fax number for the purpose.</p>

Office	Retail	
√	√	<b>PART C FITTING OUT AND ALTERATIONS</b>
<b>1</b>	<b>1</b>	<b>General</b>
1.1	1.1	The Tenant must at its sole cost fit out the Premises, and carry out any alterations or additions, only in a proper and workmanlike manner and in accordance with plans and specifications (“Tenant Design Proposals”) first approved by the Landlord. The Landlord may give its approval subject to conditions which must be strictly observed by the Tenant.
1.2	1.2	Sufficient time must be allowed by the Tenant for the Landlord to consider any proposals, especially those that may involve communications with its consultants or Government Departments. No works can start before the Landlord gives this approval.
1.3	1.3	All works must be carried out in accordance with approved Tenant Design Proposals. The Tenant must not vary the approved Tenant Design Proposals without the Landlord’s prior consent. Any alterations, additional works or variations must be the subject of further Tenant Design Proposals to be first approved by the Landlord.
1.4	1.4	The Landlord may require the Tenant to make alterations or additions to the fitting out works where in the sole opinion of the Landlord they adversely affect the base building systems or structure of the Building, both before and after the completion of the fitting out works. Any such requirement must be fully complied with within 7 days.
1.5	1.5	The Landlord’s approval of Tenant Design Proposals does not in any way imply its endorsement of layouts, designs, specifications, calculations or anything else in the Tenant Design Proposals and does not confirm that the Tenant Design Proposals or the resultant works are in themselves fit, suitable or efficient for the Tenant’s requirements.

1.6	1.6	Any drawings, specifications or plans including base building drawings (“Details”) that the Landlord or its consultants may provide the Tenant at any time are for reference only and are subject to change and normal construction tolerances. The accuracy of the Details is not warranted or guaranteed. After handover of the Premises and receipt of the Details, the Tenant should immediately verify all information and dimensions on site and immediately inform the Landlord of any material differences. Despite anything in these Regulations or otherwise whether verbal or in writing between the Landlord and the Tenant, the Landlord is not responsible for and the Tenant expressly waives all past, present or future claims that the Tenant has or may have against the Landlord in relation to all Losses arising directly or indirectly from or incidental to the Tenant’s use of or reliance on any part of the Details.
1.7	1.7	FOR THE AVOIDANCE OF DOUBT, any delays caused by or incidental to the need to comply with any conditions or requirements or the need to make any representation for approval or resubmission will NOT entitle the Tenant to any abatement of rent or extension of any fitting out period or to any claim against the Landlord in relation to any Losses arising directly or indirectly from or incidental to such delay.
<b>2</b>	<b>2</b>	<b>Tenant Design Proposals</b>
2.1	2.1	The Tenant must submit at least THREE SETS each of:
2.1.1	2.1.1	Partition layouts including all full height fixtures and any fixtures and furniture rising to within 550 mm of the false ceiling line. All partitions between the floor and the underside of the structural slab must be clearly indicated. In general, internal office partitions should not be built above the false ceiling line except for structural members of the partitions, which must be noncombustible.
2.1.2		Detailed layouts, drawings and plans for each of the vaults, file rooms, computer areas, stores, changing rooms, work stations, partitions, floor coverings, intended number of occupants, loose furniture, safes, pantries, inter-floor stairs, non-standard ceilings etc., with full information on floor loadings, plumbing, utilities, etc.
	2.1.2	Detailed layouts for each of the vaults, stores, changing rooms, safes, pantries, partitions, floor coverings, loose furniture, inter-floor stairs, etc., with full information on floor loadings, plumbing, utilities, etc.
2.1.3		Details of the Tenant’s proposed signage and front door where the Landlord’s standard signage or door is not provided. All glazed doors must be of tempered glass.
	2.1.3	Details of the Tenant’s proposed shopfront, signage and entrance door. All glazed doors must be of tempered glass.



	2.1.4	Details of display layout and perspective plans with illumination proposals including material samples and a colour board.
2.1.4	2.1.5	A reflected ceiling plan indicating air-conditioning outlets, sprinklers, smoke detectors, visual alarms and lighting.
2.1.5	2.1.6	An electrical wiring schematic and an electrical plan showing all power, telephone, data, floor and partition outlets, the main switchboard, mini circuit breaker and light switch positions.
2.1.6		Details of all heat-generating equipment e.g. office equipment, light fittings, etc. as well as any particular temperature requirements.
	2.1.7	Details of all heat-generating equipment e.g. display or demonstration equipment, light fittings, etc. as well as any particular temperature requirements.
2.1.7	2.1.8	Air-conditioning layouts and load requirements. These must take into account any requirements for simultaneous heating at perimeter areas and cooling to internal areas or vice versa (where heating is provided in the Building).
2.1.8	2.1.9	Details of any security or burglar alarm systems.
2.1.9	2.1.10	Details of the Tenant's proposed methods of securing the Premises during the fitting out period.
2.1.10	2.1.11	Details of any other electrical, mechanical or other building services as may be required by the Landlord.
2.2		Air-conditioning is available between 08:00 and 19:00 Monday to Friday (inclusive) and excluding all Saturdays, Sundays and public holidays. It is supplied from the centralised plant to the air-side equipment at each standard office floor. Airside equipment is installed with zonal temperature controlled by thermostats. The Tenant must obtain the Landlord's prior approval for any alterations or installation of additional air-side equipment for the Premises and all the associated costs will be at the Tenant's expenses.
2.3	2.2	All drawings must be made to a stated metric scale of not less than 1:100 and be clearly titled with drawing numbers, dates and revision numbers. Revisions must highlight all alterations in a clear and easily readable manner.
2.4	2.3	At least 10 Working Days will normally be required for the Landlord to review Tenant Design Proposals if such Tenant Design Proposals do not include any unusual features. If the Tenant Design Proposals include unusual features, a longer period will be required for a more detailed review and evaluation.
2.5	2.4	For the avoidance of doubt, any delays caused by or incidental to the need to comply with any conditions or requirements or the need to make any representation for approval or resubmission will

		NOT entitle the Tenant to any abatement of rent or extension of any fitting out period or to any claim against the Landlord in relation to any Losses arising directly or indirectly from or incidental to such delay.
2.6	2.5	The Tenant must at all times allow the Landlord free and unrestricted access to the Landlord's equipment and the Common Parts including without limitation all fire dampers, and the Tenant Design Proposals and its fitting out works must be so designed, accommodated and carried out accordingly. Access to such equipment in false ceilings, pipe ducts, meter rooms and mechanical rooms must not be obstructed in anyway and the Tenant must allow and maintain such free and unrestricted access by the provision of suitably-sized and designed access panels, doors or access space which are opened easily and not having to remove any of the Tenant's fitting out works, fixtures or fittings.
2.7	2.6	Where the approved Tenant Design Proposals require work to be undertaken in the Landlord's service ducts, the Tenant must provide and install substantial protective structures to prevent any damage to them, their contents or their surroundings at the Tenant's sole cost and expenses.
2.8	2.7	All electrical installations must be installed in accordance with the guidelines issued by Electricity Authority of Cambodia and/or Electricite De Cambodge (EDC) from time to time.
2.9	2.8	The Landlord may charge the Tenant a fee to cover its costs for the approval and design detailing of any proposals for structural work including the drilling of floor screeds, and any alterations to the common antenna system, Building Management System, fire detection, alarm and protection systems or connection into the Landlord's core air-conditioning water system. This fee will usually be 15% of the cost of the services performed by the Nominated Contractor. The Tenant must also pay the costs of the Landlord's consultants in full in respect of such proposals.
<b>3</b>	<b>3</b>	<b>Fitting out Parameters</b>
	<b>3.1</b>	<b>Shopfront and Signage</b>
	3.1.1	The design of the shopfront must first be approved by the Landlord and it must be in keeping with other shopfronts near to the Premises in the Building.

	3.1.2	The Landlord's standard signage must be used and, if illuminated, must be connected to the Tenant's electrical meter and controlled by a timer. Logos will not be permitted anywhere in or on the Building outside the Premises except on the fascia to the Premises if first approved by the Landlord. The design of such logos must be first approved by the Landlord. All logos in or on the Premises must relate to goods or services available or companies operating at or from the Premises in accordance with the terms of the Lease. No illuminated signage is normally permitted for any purpose inside the Premises. The name of the Tenant or its trading name (as approved by the Landlord) may be displayed only on the fascia of the Premises and such other places (if any) as may be designated by the Landlord. Full size fascia artwork for the shopfront signage must be submitted for the approval of the Landlord prior to installation.
	3.1.3	Tenants must design their signage in a tasteful manner to match their operation and the image of the Building. The design must be approved by the Landlord before implementation.
	3.1.4	The lighting and electricity for the shopfront, show window display or façade must be provided by the Tenant and be controlled by a timer.
	3.1.5	External façade must be regularly maintained by the Tenant at Tenant's sole cost.
<b>3.1</b>	<b>3.2</b>	<b>Interior Design</b>
	3.2.1	The interior design must reflect the image of a high-class retail complex and all materials including wall and floor finishes, lighting, and fixtures and fittings must be of the best quality. If required by the Landlord, samples of materials must be provided for prior approval.
	3.2.2	No sound system may be installed in the Premises without the Landlord's prior approval. Audio-visual retailers requiring a sound equipment testing room within the Premises must obtain the Landlord's prior approval to their requirements.
v		The interior design must reflect the image of a high-class commercial complex and all materials including wall and floor finishes, lighting, and fixtures and fittings must be of the best quality. If required by the Landlord, samples of materials must be provided for prior approval. The name of the Tenant or its trading name (as approved by the Landlord) may be displayed only on the entrance door of the Premises and such other places (if any) as may be designated by the Landlord. Logos will not be permitted in or on the Building outside the Premises.

<b>3.2</b>	<b>3.3</b>	<b>Layout and Materials</b>
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3.2.1		In general, partitions must not abut the window glass or the curtain wall, mullions, transoms or spandrel panels. Partitions must finish to window/curtain wall mullions or to columns, transoms or spandrel panels. Partitions must not be fixed to curtain wall mullions. Fixed furniture and other fixtures must provide a clearance of at least 600mm for repair and maintenance of the windows or curtain wall system. Fittings near or against window glass or a curtain wall must be installed either below window sill level or be at least 600 mm away from the curtain wall.
	3.3.1	In general, partitions must not abut the shopfront, any window glass or the curtain wall. Partitions must finish to window/curtain wall mullions or to columns. Partitions must not be fixed to curtain wall mullions. Fixed furniture and other fixtures must provide a clearance of at least 600 mm for repair and maintenance of the shopfront, windows or curtain wall system. Fittings near or against window glass or a curtain wall must be installed either below window sill level or be at least 600 mm away from the curtain wall.
3.2.2	3.3.2	No doors, lightboxes, shopfront, any door or opening of similar nature or location, other than fire doors, may open outwards from the Premises unless the doors, lightboxes, shopfront or such door or opening are recessed within the Premises and are first approved by the Landlord.
3.2.3	3.3.3	Security and alarm systems must not be visible from outside the Premises except with the prior approval of the Landlord.
3.2.4	3.3.4	The Tenant must not make any holes, or attach anything to the main ceiling runners (if any) unless first approved by the Landlord. Standard details may be available for clip attachments to the ceiling main runners suitable for securing partition framing for which the Tenant should first consult the Landlord for further advice.
3.2.5	3.3.5	The ceiling system and all materials used above the false ceiling line must be non-combustible and all electrical wiring must be installed only in ducting, conduit or trunking.

3.2.6	3.3.6	Unless first approved by the Landlord, the Tenant may not cut, chase or otherwise damage any inter-tenancy partitions, structural walls or columns, slabs, or beams. Exceptionally, with the prior consent of the Landlord, floor screed (but no part of the floor slab) may be cut or chased. The Tenant and the Tenant's contractors must not damage an underfloor trunking system when nailing or drilling into the floor while installing partitions or fixtures. Centre lines for the trunking are marked out on the floor screed. The Tenant and the Tenant's contractors must not install any fixings to the floor screed at trunking locations. Services or electrical power point outlets should be installed on underfloor trunking.
3.2.7	3.3.7	The internal partitions within the Tenant's premises must be of light weight and dry construction. Fire retardant paint must be used while using timber stud and plywood partitions.
3.2.8	3.3.8	Materials used for fitting out work and the quantities kept on the Premises at any time must comply with the regulations made by the Landlords Property Management from time to time and must be in agreement with the Landlords Property Management.
<b>3.3</b>	<b>3.4</b>	<b>Electricity</b>
3.3.1	3.4.1	The present electricity supply rules stipulate that the Landlord, as a consumer, must not supply electricity to any third party. Any supply required for fitting out work must be obtained directly from the relevant electricity supply company by the Tenant at its sole cost, including the cost of any installation or removal of such supply. These arrangements normally take about 7 Working Days.
3.3.2	3.4.2	The permanent meter connection by the Tenant, which should ensure that an application is made in good time.
3.3.3		The Tenant should provide any UPS it may require but full details of the system must be first approved by the Landlord. If the Tenant requires a power backup connection to the Landlord's emergency generator power system, it must submit its proposal to the Landlord for calculation and prior approval. Costs of all connections and special control arrangements must be solely borne by the Tenant.
	3.4.3	The Tenant should provide any UPS it may require but full details of the system must be first approved by the Landlord. Costs of all installations must be solely borne by the Tenant.
<b>3.4</b>	<b>3.5</b>	<b>Plumbing and Drainage</b>
3.4.1	3.5.1	Plumbing installations are not permitted except where required by the nature of the Tenant's business and approved by the Landlord. Applications to the Landlord for consideration of the installation of plumbing in certain approved locations in the Premises may be made as follows:
3.4.1.1	3.5.1.1	Drawings showing the position of all drainage, piping, control

		valves and materials to be used must first be submitted to and approved by the Landlord.
3.4.1.2	3.5.1.2	If the Tenant proposes any connection to the Landlord's water supply or drainage systems the Tenant must, as required and at its sole cost, lay, connect, maintain, repair, remove or renew such pipes from the Premises to the Landlord's vertical riser pipes. A submission is also required to the relevant local authority for its prior approval.
3.4.1.3	3.5.1.3	The Landlord at its sole and absolute discretion may determine the location of the Tenant's drainage system, including any drainage points.
3.4.1.4	3.5.1.4	The floor and not less than 50 mm up the sidewalls from the floor must be waterproofed with a material first approved by the Landlord before applying the floor finish. A 50 mm threshold is to be formed and the waterproofing taken to the upper surface of the threshold at all door entry points to the relevant area.
3.4.1.5	3.5.1.5	Only self-closing taps may be installed at any sink unit or water apparatus and an isolating valve must be provided at the tee-off point. A pump and sump drainage system for the sink unit must be installed and wastewater must discharge to the base building main drainage system of the Building at a location first agreed by the Landlord. Maintenance and cleaning of the pump and sump tank is the responsibility of the Tenant at the Tenant's sole cost.
3.4.1.6	3.5.1.6	Only Approved Contractor may be used by the Tenant for such works.
3.4.1.7	3.5.1.7	All mechanical equipment and materials must be first approved by the Landlord.
3.4.1.8	3.5.1.8	Other conditions may be imposed by the Landlord as it sees fit.
<b>3.5</b>	<b>3.6</b>	<b>Fire Safety and Other Building Systems</b>
3.5.1	3.6.1	Alterations must not be made to the common antenna system or the Building Management System or fire detection, alarm and protection systems without first obtaining the Landlord's approval. Only the Landlord's Nominated Contractor may be used for such works. In particular, the following requirements must be complied with:
3.5.1.1	3.6.1.1	Clear space of at least 500 mm must be maintained across the plane at the ceiling below all sprinkler deflectors.

3.5.1.2	3.6.1.2	The written approval of the Unit of Fire Prevention and Fire Fighting of the General Commissariat of National Police, Ministry of Interior, where applicable, must be obtained (and a copy of which must be forwarded to the Landlord for verification) before removing or relocating any sprinkler heads. All fire prevention and fire fighting systems need to be approved by the Unit of Fire Prevention and Fire Fighting of the General Commissariat of National Police, Ministry of Interior.
3.5.1.3	3.6.1.3	The sprinkler system must not be drained at any time without the prior approval of the Unit of Fire Prevention and Fire Fighting of the General Commissariat of National Police, Ministry of Interior, nor be left drained overnight without the prior approval of the Landlord. The Tenant must pay all costs for draining and recharging the sprinkler system.
3.5.1.4	3.6.1.4	All parts of the Premises must be within the effective range of a 30 metre Fire Hosereel cabinet. If the internal layout of the Premises causes any part to be inaccessible or further away than 30 metres from a Fire Hosereel cabinet, then the Tenant must at the Tenant's sole cost provide additional Fire Hosereel cabinet to ensure such range and accessibility are achieved.
3.5.1.5	3.6.1.5	Hosereels or their operation must not be obstructed at any time.
3.5.1.6	3.6.1.6	Identification signs and instruction plates must be visible on all hosereel cabinet covers.
3.5.1.7	3.6.1.7	Fire bells must be audible in all parts of the Premises and if necessary, additional bells must be provided by the Tenant at the Tenant's sole cost.
3.5.1.8	3.6.1.8	Fire exit signs must never be obscured.
3.5.2	3.6.2	If another fire protection system is installed by the Tenant, such system will be treated as an additional protection system only and no sprinklers may be removed or disconnected. Such additional system may be installed only by a contractor who is registered fire contractor and must be first approved by the Unit of Fire Prevention and Fire Fighting of the General Commissariat of National Police, Ministry of Interior, and the landlord.
3.5.3	3.6.3	All additional fire protection system must have separate alarm indicators linked to the Landlord's automatic fire alarm system to indicate system activation. Such works are at the Tenant's sole cost. The Tenant is solely responsible for the integrity and maintenance of such systems. Copies of certificates of compliance and current annual maintenance certificates (which must be obtained by the Tenant as required by the relevant fire prevention and firefighting legislation.) must be provided by the Tenant to the Landlord on their issue.



3.5.4	3.6.4	Where a public address system is provided under the base building installation for broadcasting emergency messages from the Landlord, on completion of the fitting out works all loudspeakers must be replaced in their original positions if they have been disturbed and must be tested for proper functioning at the Tenant's sole costs.
3.5.5	3.6.6	The Landlord may allow thermostats, diffusers and air ducts which control the environmental conditions in the Premises to be added or relocated at the Tenant's expense to ensure efficient temperature and ventilation control. The Landlord will not be responsible for any effect on the environment caused by the Tenant's proposals. If subsequent changes are required, they must be first approved by the Landlord, and these will be the responsibility of the Tenant.
3.5.6	3.6.7	Should any ventilation hoppers be provided, their operation and net ventilation opening must not be obstructed by tenant's fixtures or the Tenant's works. Ventilation hoppers must not be opened except by the Unit of Fire Prevention and Fire Fighting of the general Commissariat of National Police, Ministry of Interior or Building Management Staff.
3.5.7	3.6.8	If first approved by the Landlord, the common antenna system may be temporarily moved to another location at the sole cost of the Tenant. At the end of the term of the Tenant's Lease or sooner if the Landlord requires, the common antenna system must be relocated to its original position at the sole cost of the Tenant. All such work must be done by the Landlord's Nominated Contractor at the Tenant's sole costs.
<b>3.6</b>	<b>3.7</b>	<b>Others</b>
3.6.1		The standard office floor loading is designed for partition load only. Further details will be provided upon request if the Tenant foresees that such loading will be exceeded. Heavy equipment such as safes or mobile file cabinets etc. must not be installed in the Premises without the Landlord's prior approval. The Tenant must not locate fixtures, heavy furniture or partition walls over the under-floor trunking system header adjacent to the core perimeter, as access to this trench header is required for installation, maintenance and alteration to the telephone and power wiring systems.



	3.7.1	The standard floor loading is designed for normal retail usage only. Further details will be provided upon request if the Tenant foresees that such loading will be exceeded. Heavy equipment such as safes or large features etc. must not be installed in the Premises without the Landlord's prior approval.
3.6.2	3.7.2	Any alterations to the structure of the Building (including inter-floor stairs, vaults or changes to the design floor loading) first require the approval and consent of the Ministry of Land Management, in addition to the prior approval of the Landlord. The submission must be made at the sole cost of the Tenant by the Landlord's Registered Structural Engineer and Authorised Person through the Landlord where the Landlord agreed to do so on the basis of not incurring any liability to the Tenant or anyone else. After submission, the approval is likely to take at least 60 days and consent a further 30 days. It is therefore essential for the Tenant to ensure all drawing plans are ready for submission in good time.
3.6.3	3.7.3	For any structural work which does not require submission and approval to the Ministry of Land Management, the Tenant must appoint the Landlord's nominated structural engineer and/or authorised person to prepare, complete and carry out the structural design. Alternatively, such design, if it is to be carried out by the Tenant's own structural engineer, must be approved by the Landlord's nominated structural engineer and submitted to the Landlord for prior approval. All the cost of and incidental to the preparation, completion, design and approval of the structural design and structural work must be borne by the Tenant solely.
<b>4</b>	<b>4</b>	<b>Approval of Plans</b>
√	√	The Landlord may at its sole and absolute discretion and at the sole cost of the Tenant seek advice from its architect or consultants on any matter relating to the Tenant Design Proposals.
<b>5</b>	<b>5</b>	<b>Possession of Premises</b>
5.1	5.1	The Landlord will advise the Tenant when possession of the Premises is available. The Tenant must at the appointed time attend a handover meeting of the Premises and certify that the Premises and the Landlord's fixtures and fittings have been installed and taken over by it in good condition.
5.2	5.2	Thereafter the Tenant must adopt all security measures required by the Landlord. Spare keys to the Premises must be lodged with and other means of entry must be disclosed to the Landlord during the fitting out period for emergency access.

<b>6</b>	<b>6</b>	<b>Completion of Work</b>
6.1	6.1	Upon completion of the fitting out work, the Tenant must notify the Landlord to arrange a joint inspection.
6.2	6.2	On completion of the Tenant's fitting out work:-
6.2.1	6.2.1	<p>the Tenant must lodge with the Landlord a full set of "as built drawings" in respect of the Premises including :</p> <ol style="list-style-type: none"> <li>1. Floor and ceiling layouts;</li> <li>2. Sprinkler system;</li> <li>3. Mechanical details;</li> <li>4. Electrical details;</li> <li>5. Plumbing layouts; and</li> </ol>
6.2.2	6.2.2	the Tenant must also provide the Landlord with copies of any relevant certificates or permits required as part of the Tenant's fitting out works issued by the Ministry of Land Management or other relevant authority.

Office	Retail	
√	√	<b>PART D REINSTATEMENT</b>
1.1	1.1	Before handing back the Premises to the Landlord, the Tenant must reinstate the Premises in accordance with the terms of the Lease before the end of the term or period under the Lease at the Tenant's sole cost. The reinstatement includes without limitation the following:
1.1.1	1.1.1	all the requirements set out in the terms of the Lease and the handover documents when the Tenant first took possession of the Premises;
1.1.2	1.1.2	reinstatement of all Variable Air Volume (VAV) / Fan Powered Box / Fan Coil Unit (FCU) to the original state and location;
1.1.3		reinstatement of the ceiling system using supplies (e.g. ceiling panels) from approved sources;
1.1.4	1.1.3	reinstatement of entrance / exit doors;
1.1.5	1.1.4	reinstatement of any utility / toilet / doors which have been modified or personalised;
1.1.6	1.1.5	reinstatement of floor levelling and finishes; raised floors and floor boxes
1.1.7	1.1.6	reinstatement of wall finishes;
1.1.8	1.1.7	disconnection of electric meter and removal of cable, plugin and accessories that have been installed;
1.1.9	1.1.8	reinstatement of electrical installation, including removal of cable, trunking and conduits and all accessories within common areas;
1.1.10	1.1.9	reinstatement of fire services installation;
1.1.11	1.1.10	reinstatement of all personalised lift lobbies to the original state and condition;
	1.1.11	reinstatement of all personalised shopfront to the original state and condition;
1.1.12	1.1.12	reinstatement of all altered / added plumbing and drainage;
1.1.13	1.1.13	reinstatement of public address speaker system to its original state and location;
1.1.14	1.1.14	reinstatement of telecom / common antenna system to its original state and location;
1.1.15	1.1.15	installation of intertenancy partition walls which have been removed;
1.1.16	1.1.16	reinstatement of damaged wall finishes in common areas; and
1.1.17	1.1.17	reinstatement of altered / damaged window including window pane, mullion, window sills, window stopper and accessories.

1.2	1.2	The Landlord will notify the Tenant of the reinstatement obligations before the expiry of the Lease. However, such notification will not in any way prejudice the Landlord's rights under the lease. For the avoidance of doubt, any failure or delay in the Landlord's notification of the Tenant's reinstatement obligations will NOT entitle the Tenant to any grounds for refusing to carry out the reinstatement works, or for delaying in completing the reinstatement works or for any remedies or relief, or to claim against the Landlord in relation to any Losses arising directly or indirectly from or incidental to such failure or delay.
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Office	Retail	
√	√	<b>PART E EXECUTION OF WORK</b>
<b>1</b>	<b>1</b>	<b>Safety and Cautionary Measures</b>
1.1	1.1	Before any works are undertaken and throughout the fitting out, alteration or reinstatement period and at the Tenant's sole cost, the Tenant must provide in the Premises at least one dry powder extinguisher or two of another approved type of extinguisher for every 50 sq.m. (or less) of the Premises. If the Premises are fitted with an operational sprinkler system, such extinguishers will need to be provided for every 100 sq.m. (or less) of the Premises.
1.2	1.2	<p>The Tenant must comply with all legislation, regulations, codes of practice and guidelines in force, amended and re-enacted from time to time relating to health and safety. Including without limitation</p> <ul style="list-style-type: none"> <li>-Law on Fire Prevention and Fire Fighting dated 3 June 2013</li> <li>-Law on Road Traffic dated 6 January 2015</li> <li>-Law on Environmental Protection and Natural Resource Management dated 24 December 1996;</li> <li>-Sub Decree on Environmental Impact Assessment Process dated 11 August 1999;</li> <li>-Sub Decree Number 42 on Urbanisation of the Capital Municipalities and Urban Areas, dated 3 April 2015</li> <li>-Sub Decree Number 86 on Construction Permit dated 19 December 1997;</li> <li>-Sub Decree Number 42 on the Control of Air Pollution and Noise Disturbance dated 10 July 2000;</li> <li>-Sub Decree on Number 27 on Water Pollution Control dated 6 April 1999 ;</li> <li>-Sub Decree Number 36 on Solid Waste Management dated 27 April 1999;</li> <li>-Sub Decree on Municipality Waste Management 2015;</li> <li>-Prakas Number 387 dated 30 September 2015 on Discharge and/or Emission Standard of Hazardous or Toxic Substance;</li> <li>-Prakas Number 007 dated 12 January 2016 on Establishment of Clean Environmental Assessment Committee issued by Ministry of Environment;</li> <li>-Circular on Measures for the Banning of Smoking and Blowing of Tobacco Products at Work Places and Public Spaces dated 4 February 2014 issued by the Ministry of Health; and other implementing regulations, guidelines and circulars.</li> </ul>
1.3	1.3	The Landlord may require the Tenant's contractor to submit a project safety plan outlining all the safety procedures and precautions to be taken during the work period for approval before

		the work permit is granted.
1.4	1.4	Whenever works require the hoisting of Fire Services Maintenance Badge, i.e. when the fire services system of the Building needs to be shut down or rendered ineffective, the Tenant must have obtained the Landlord's approval at least three Working Days in advance before the commencement of work. For seeking the Landlord's said approval, the Tenant must have completed the standard application form which is obtainable from the Building Management Office upon request.
1.5	1.5	No open flame, spark or pilot light including those for cutting or welding is permitted while spraying work is in progress.
1.6	1.6	All circular saws used must be equipped with a safety-guard and a vacuum type sawdust collector.
1.7	1.7	The Landlord's ceiling system, building services, wall and floor decorations and finishes between the Premises or any working area, and the service lift, and between any working area and the Premises, must be adequately protected by the Tenant at all times during the work period to avoid any damage.

1.8	1.8	The Tenant must not damage or deface any part of the Building. For the avoidance of doubt, the Landlord will hold the Tenant responsible for damage to the Building by the Tenant's employees, agents, workmen, licensees and invitees and the contractors approved or nominated by the Landlord while engaged in the performance of works and services on behalf of the Tenant.
<b>2</b>	<b>2</b>	<b>Insurance</b>
2.1	2.1	At the Tenant's sole cost at all times during the term of the Lease, take out and keep in force with a reputable insurer:
2.1.1	2.1.1	in the joint names and for the respective interests of the Landlord (as registered owner of the Premises and the Building) and its designated manager of the Building (as property manager of the Building) and the Tenant a public liability insurance policy in an amount of not less than USD\$1,000,000 or in such higher amounts as the Landlord may from time to time reasonably prescribe, in respect of any one occurrence, and unlimited in the number of insurance claims during the term of the Lease and incorporating "cross liability clauses" in the form as required by the Landlord; and
2.1.2	2.1.2	a property insurance policy against comprehensive risks usually insured against for commercial premises for the full reinstatement value of the Premises; and
2.1.3	2.1.3	in the joint names and for the respective interests of the Landlord (as registered owner of the Premises and the Building) and its designated manager of the Building (as property manager of the Building) and the Tenant a comprehensive contractors' "all risks" insurance in respect of any works at or relating to the Premises in a sum being not less than USD\$1,000,000 per occurrence, and unlimited in the number of insurance claims during the term of the Lease, and such other insurance coverage as reasonably required by the Landlord.
2.2	2.2	On written demand made by the Landlord, produce to the Landlord the insurance policies in paragraph <b>2.1</b> or certificates of insurance issued by the relevant insurer as evidence of the coverage required under paragraph <b>2.1</b> and the receipts for the last premium payable. If the Tenant engages any contractor in relation to any works as referred to in paragraph <b>2.1.3</b> , that contractor will not be granted access to the Building or the Premises or be permitted to perform such works until it too has provided such insurance policies or certificates to the Landlord in respect of its contractors' "all risks" insurance. Any renewed certificate of insurance must be submitted to the Landlord at least 3 working days prior to the expiration of the current one.
2.3	2.3	If the Tenant fails to maintain the requisite insurance policies as set

		out in paragraph <b>2.1</b> , the Landlord may (but is not obliged to) effect such insurance coverage either in its sole name or in the joint names of the Landlord and the Tenant and on such terms as the Landlord may in its discretion decide and in such event the Tenant must reimburse the Landlord on demand all costs and expenses incurred by the Landlord which will be recoverable from the Tenant as a debt.		
2.4	2.4	Procure the payment by the insurer of all sums properly due under any policy of insurance taken out under paragraph <b>2.1</b> and promptly apply or procure the application of any proceeds of insurance against the loss or damage in respect of which they were paid.		
2.5	2.5	The Landlord's company name to be put as "Insured" in the policy is as follows:		
√		Exchange Square	Hongkong Land (Premium Investments) Limited as Landlord and Hongkong Land (Premium Investments) Limited as Management Company	



	√	Exchange Square	<b>Hongkong Land (Premium Investments)Limited</b> as Landlord and <b>Hongkong Land (Premium Investments)Limited</b> as Management Company
<b>3</b>	<b>3</b>	<b>Delivery</b>	
√	√	The Tenant must contact the Building Management Office to co-ordinate delivery, loading and unloading of materials for any works, which will normally be restricted to times outside normal office hours. The Tenant must not use any passenger lift or escalator for delivery of building materials at any time. Only rubber-wheeled trolleys may be used for the movement of materials. The Tenant will be liable for any damage by any of its contractors to the Building or any part of it.	
<b>4</b>	<b>4</b>	<b>Work Hours and Nuisance Control</b>	
4.1		The Tenant must install (and remove at the end of the work) by the approved mechanical and electrical contractor an additional air filter to the return air side of air handling units for the Premises before any work commences, to minimise disturbance to other occupiers of the floor and adjacent floors. Work may normally be carried out from 08:30 to 23:00 daily or outside these hours by prior arrangement through the Building Management Office. However, noisy work or work involving offensive smells (including welding works) must not be carried out between 07:00 and 19:30 daily. The Landlord may vary such times and days at its discretion. Paint spraying may not be carried on in the Premises at any time or in any manner except in accordance with all regulations and legislation in force from time to time.	

	4.1	The Tenant must install (and remove at the end of the work) by the approved mechanical and electrical contractor an additional air filter to the return air side of air handling units for the Premises before any work commences, to minimise disturbance to other occupiers of the floor and adjacent floors. Work may normally be carried out from 08:30 to 23:00 daily, or outside these hours by prior arrangement through the Building Management Office. However, noisy work or work involving offensive smells (including welding works) must not be carried out between 07:00 and 19:30 daily. The Landlord may vary such times and days at its discretion and in any manner without prior notice. Paint spraying may not be carried on in the Premises at any time or in any manner except in accordance with all current regulations and legislation in force from time to time.
4.2	4.2	The Landlord may at any time require the Tenant's contractor to cease any work or operation that the Landlord may consider dangerous or may cause damage to the Landlord's property or may cause significant disturbance to any third party. Where there has been a breach of these Regulations or the Landlord's directions, the Landlord may forthwith withdraw a work permit from anyone involved and prevent their entry to the Premises, and may suspend any of the works to be carried out to the Premises or any services to the Premises. The Tenant must indemnify the Landlord against all Losses involved, including legal costs. For the avoidance of doubt, the Tenant will NOT be entitled to any abatement of rent or extension of any fitting out period or to any claim against the Landlord in relation to any Losses arising directly or indirectly from or incidental to such withdrawal or suspension.
4.3	4.3	All furniture other than fixtures must be prefabricated and painted offsite and not in the Common Parts. Any painting in the Premises which may in the sole opinion of the Landlord cause annoyance or disturbance to other tenants or occupiers of the Building or users of the Common Parts must be carried out during the times as specified by the Landlord.

5	5	<b>Doors and Hoarding</b>
5.1		Where works affect an existing entrance door or create a new one, the Tenant must construct a hoarding not more than 450 mm away. The hoarding design must be first approved by the Landlord. Advertising is not permitted on the hoarding. The hoarding door to the Premises must be either sliding or opened inwards, and be fitted with a door closer. The door must be kept closed at all times to minimise disturbance to adjacent tenants, occupiers, users or pedestrians.
	5.1	The Tenant must construct a hoarding not more than 450 mm from the shopfront while any works affect it. Similar hoardings not more than 450 mm away must be constructed where works affect an existing entrance door or create a new one. The hoarding design must be first approved by the Landlord. Advertising is not permitted on the hoarding. The hoarding door to the Premises must be either sliding or opened inwards, and be fitted with a door closer. The door must be kept closed at all times to minimise disturbance to adjacent tenants, occupiers, users or pedestrians.
	5.2	If the shopfront is not affected it must be covered with a suitable material first approved by the Landlord to conceal the works inside. The door to the Premises must be closed at all times to minimise disturbance to adjacent tenants, occupiers, users or pedestrians.
5.2		Doors to the Premises must be closed at all times to minimise disturbance to adjacent tenants, occupiers, users or pedestrians.