

**Tenant Design Criteria**

**for**

**Speciality Shops**

**at**

**HIGHVELD MALL**

**Prepared by:**



REVISION 4

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## INDEX

- 1.0 **INTRODUCTION**
- 2.0 **SUBMISSION REQUIREMENTS**
  - 2.1 General
  - 2.2 Shop Design Drawings
  - 2.3 Working Drawings
  - 2.4 Required Items
  - 2.5 Signage
- 3.0 **MALL DESIGN**
  - 3.1 Base Building Materials
  - 3.2 Approved materials for installation by tenant
- 4.0 **TYPICAL SHOP CONTROLS**
  - 4.1 Typical shopfronts
  - 4.2 Leaseline
  - 5.15 General
- 6.0 **TYPICAL SHOP LIGHTING CONTROLS**
  - 6.1 Recommendations and Requirements
  - 6.2 Shopfront Display Lighting
  - 6.3 Interior General Lighting
- 7.0 **TYPICAL SHOP SIGNAGE CONTROLS**
  - 7.1 General
  - 7.2 Restrictions
  - 7.3 Signs, Components and Devices Not Permitted
- 4.3 Design Control Area
- 4.4 Shop Entrances
- 4.5 Materials and Requirements
- 4.6 Shopfront drawings & section
- 5.0 **STANDARD TENANT ALLOWANCES**
  - 5.1 Floors
  - 5.2 Walls
  - 5.3 Ceilings
  - 5.4 Shopfronts
  - 5.5 Doors, Locks and Keys (Rear)
  - 5.6 Electrical
  - 5.7 Telephone
  - 5.8 Plumbing
  - 5.9 Air Conditioning
  - 5.10 Sprinklers
  - 5.11 Fire Detection
  - 5.12 Fire Equipment and Signage
  - 5.13 Tenant Costings
  - 5.14 Access Services
- 8.0 **REGULATIONS GOVERNING TENANT WORKS ON SITE**
- 9.0 **TENANT DESIGNER CHECKLIST**
- 10.0 **RELEVANT AUTHORITIES AND PROJECT PERSONNEL**
- 11.0 **ACCEPTANCE DECLARATION**

## 1.0 INTRODUCTION

The HIGHVELD MALL is a new shopping complex located on President Avenue off the N4 Highway next to the Casino, the erf number is consolidated 1715 & 1716.

This criteria document is designed to provide guidance to tenants to enable them to carry out the planning and construction of the shops in a matter so as to accord with the overall design control parameters set for this unique shopping environment.

## 2.0 SUBMISSION REQUIREMENTS

The controls listed below have been formulated by the landlord to encourage tenants to make the best use of the **HIGHVELD MALL** atmosphere and setting.

The controls are set to ensure that shopfronts and signage requirements are fair to all tenants and their design / construction team. Variety and creativity of design is catered for within these parameters and is strongly encouraged by the landlord.

The tenant, even if he has a regionally recognisable shopfront design, is encouraged to design and build his shopfront in the character of the **HIGHVELD MALL** theme. The Tenant's design team must understand the design objectives of the Highveld Mall and comply with the design intent.

### **THE TENANT IS OBLIGED TO ENGAGE THE SERVICES OF A PROFESSIONAL DESIGNER AND / OR ARCHITECT TO PREPARE HIS INTERIOR SHOP DESIGN**

If requested, a list of approved designers is available from the architects.

## 2.1 GENERAL

The tenant and his design team are required, at all times to work and co-operate with the tenant co-ordinator.

The tenant co-ordinator is the representative of HIGHVELD MALL, liaising between the design and construction departments.

The tenant co-ordinator is the liaison between the tenant and the landlord.

All submissions are to be made to:

THE TENANT CO-ORDINATOR  
HIGHVELD MALL  
Orion Project Managers  
100A Sandton Drive  
Parkmore Sandton  
Ph 011 784 5221  
Email: [orion001@icon.co.za](mailto:orion001@icon.co.za)  
Email: [kmcpherson@tiscali.co.za](mailto:kmcpherson@tiscali.co.za)

IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN THE NECESSARY APPROVALS FOR HIS DOCUMENTATION FROM BOTH THE LANDLORD VIA THE TENANT CO-ORDINATOR AND ALL OTHER AUTHORITIES, WHICH MAY BE REQUIRED BEFORE ANY WORK SHALL COMMENCE. TO OBTAIN APPROVAL, IT IS IMPORTANT THAT DOCUMENTATION BE SUBMITTED AS EARLY AS POSSIBLE IN ORDER TO MINIMIZE ANY POSSIBLE DELAYS.

No physical work in the shops may commence unless the complete design is approved.

The work shall be carried out in strict accordance with the architect's base building drawings, which must be signed, by the tenant, as well as the tenant's approved drawings, and no deviation shall be permitted unless written approval has been obtained from both the landlord and the governing authorities. The works shall be carried out to the agreed controls, as set down by the landlord and in accordance with the rules and regulations as to the safety, administration and co-ordination that the landlord may institute.

All building work, indicated on the signed base building drawings, will be carried out by the main contractor to the tenant's account, as agreed with the quantity surveyors.

Only approved contractors and sub-contractors will be permitted to carry out the works on behalf of the tenant.

Only material and goods which have been specified in the approved design will be permitted to be used in the construction and fitting out of shops.

All tenant drawings shall:

1. Be fully dimensioned including dimensions related to structural grid lines.
2. Have the shop number indicated on the drawing.
3. Have a drawing number and date.
4. Show revisions numbered, dated and noted.
5. Show levels, height and dimensions, WHICH MUST HAVE BEEN CHECKED ON SITE BY THE TENANT'S DESIGNER.
6. Be submitted to meet the relevant program dates.

After the landlord has accepted the tenants "Offer to Lease" the tenant installation process commences. An introductory meeting will be arranged.

## 2.2 SHOP DESIGN DRAWINGS

At the introductory meeting the tenant will receive base-building drawings consisting of:

1. Shop floor plan 1:100 or 1:50 scale.
2. Shop standard ceiling plan 1:100 or 1:50 scale.
3. Shopfront section 1:50 or 1:20 scale.

Following the introductory meeting the tenant shall ensure that all design submissions and revisions are complete and issued for approval strictly within the time allowed in this manual.

After receipt of the base building drawings the tenant shall, **within 21 (twenty one) days**, submit the shop design for approval / comment / review.

The tenant shall submit to the tenant co-ordinator 2 (two) sets of paper prints plus e-mail an AutoCAD 2000 copy of the tenant's preliminary shop design drawings, showing the intended design of the store, which shall include, but not be limited to the following :

1. Floor and fixture plan fully dimensioned 1:100 or 1:50 scale
2. Merchandising plan 1:100 or 1:50 scale
3. Reflected Ceiling Plan 1:100 or 1:50 scale
4. Interior Elevations 1:100 or 1:50 scale
5. Weights and positions of any heavy equipment such as safes, refrigeration equipment, etc.
6. Colour schedule and schedule of all finishes (check availability) with sample board and colour chips.
7. Details of any special facility or installation that may affect the building.
8. Complete signage details (See "Tenant Designer Checklist" item 9 below).
9. Shopfront and details (See items 3.1 and 4.1).
10. Coloured perspectives to fully illustrate the interior design.
11. Photos of existing shops.

The tenant shall, prior to submission of the design; mark up the attached "Check List", the objective is to check that all relevant information is detailed on the tenant design submission drawings.

Signage drawings shall conform to the signage controls as outlined in this manual. They shall clearly show the location of each sign on each storefront elevation and indicate graphics, colours, decorative elements and materials, as well as construction and attachment details.

Upon receipt of the tenant's proposals, the landlord and his consultants shall scrutinise these and issue a design review letter and return 1 (one) set (via the tenant co-ordinator) to the tenant marked with any necessary comments.

In the event that the proposals are returned to the tenant without the landlord's approval, then the proposals shall be **revised within 7 days** to the parameters described and resubmitted. If the tenant fails to do so, the landlord may rescind any authority, undertaking or option given by him to the tenant.

### **2.3 WORKING DRAWINGS**

Tenants shall submit to the tenant co-ordinator, 2 (two) sets of paper prints and an Autocad 2000 dwg file copy of the tenant's working drawings after approved preliminary shop design drawings have been returned to the tenant. These drawings are required **within 7 days** of having received the design review comments.

TENANTS SHALL HAVE SOLE RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, ORDINANCES AND OTHER REGULATIONS FOR ALL WORK AND MUST OBTAIN THE NECESSARY APPROVALS FOR THIS WORK TO BE CARRIED OUT. IN INSTANCES WHERE SEVERAL SETS OF REQUIREMENTS MUST BE MET, THE LANDLORD'S REQUIREMENTS SHALL APPLY, UNLESS PROHIBITED BY THE APPLICABLE CODES. IT IS NOTED THAT THE PROFESSIONAL TEAM WILL ALSO REPORT ON PROBLEMS THAT THEY MAY FORSEE.

The landlord and his consultants, upon receipt of the tenant's working drawings, will inspect them and return 1 (one) set to the tenant, marked up with any necessary comments.

In the event that the proposals are returned to the tenant without the landlord's approval, then the proposals shall be revised without delay to the parameters described and resubmitted. If the tenant fails to do so, the landlord may rescind any authority, undertaking or option given by him to the tenant.

Once approved and the tenant costing agreed the landlord's architects would prepare the base building drawings indicating all work to be carried out by the main contractor. THIS DRAWING MUST BE CHECKED AND SIGNED BY THE TENANT AND RETURNED TO THE TENANT CO-ORDINATOR BEFORE ANY WORK IS PUT IN HAND BY THE MAIN CONTRACTOR.

THE APPROVAL OF THE TENANT'S DOCUMENTATION SHALL IN NO WAY RELIEVE THE TENANT OF HIS RESPONSIBILITIES FOR ANY ERRORS AND FAULTS IN HIS OWN DOCUMENTATION.

The tenant's working drawings will be prepared in strict compliance with the landlord's design controls and the requirements set forth in this manual and will adhere to the tenant's approved shop design drawings. Working drawings shall include, but not be limited to, the items listed hereafter.

## 2.4 REQUIRED ITEMS

Minimum scale to be used:

1. Floor and fixture plan fully dimensioned 1:100 or 1:50 scale
2. Reflected Ceiling Plan 1:100 or 1:50 scale
3. Interior Elevations 1:100 or 1:50 scale
4. Weights and positions of any heavy equipment such as safes, refrigeration equipment, etc.
5. Colour schedule and schedule of all finishes (check availability) with sample board and colour chips.
6. Details of any special facility or installation that may affect the building.
7. Complete signage details (See "Tenant Designer Checklist" item 9 -10 below).
8. Shopfront and details (See items 3.1 and 4.1).
9. Coloured perspectives to fully illustrate the interior design.
10. All specifications necessary.
11. Equipment heat loads.
12. Lighting or any other load.
13. Ventilation requirements.
14. Internal conditions required.
15. Floor loads.

NOTE: All rubble resulting from tenant construction work must be removed from site daily by the tenant. Should this not be done, it will be removed by the main contractor and the cost charged to the tenant.

## 2.5 SIGNAGE

No signage may be erected unless it has been approved by the landlord's architects.

The tenant shall submit to the tenant co-ordinator 2 (two) sets of signage drawings, of which 1 (one) will be in colour and one Electronic PDF file copy. These drawings must be on 'A' format drawing paper and will show the following information:

1. Fully dimensioned plan and elevation perspective sign showing its position relative to the full shopfront.
2. Details of construction and fixing.
3. Materials and colour of signage.
4. Number of shop.

Once the proposed signage has been received and inspected by the landlord and his consultants, the coloured set will be returned to the tenant, marked up with any necessary comments.

If the tenant's signage drawings are returned to the tenant without the landlord's approval, then the signage drawings shall be revised by the tenant and **resubmitted within 7 (seven) days** of the date returned and the same procedure shall be repeated until the landlord fully approves the signage drawings.

### **3.0 MALL DESIGN**

#### **3.1 BASE BUILDING MATERIALS**

Mall Ceiling:	Shaped flush plastered
Mall Flooring:	Full bodied tile - layout and pattern to architects detail
Glass:	Clear laminated shatterproof safety glass
Demising Column:	Tiles and plasterboard or brickwork
Shopfronts:	Timber painted or stained. Aluminium to be polished or epoxy coated to an approved colour

#### **3.2 APPROVED MATERIALS FOR INSTALLATION BY TENANT**

The materials listed below have been selected to encourage variety and creativity of shop design.

1.	Plastic Laminates:	Solid colours only
2.	Woods:	Solid or wood veneer
3.	Metals:	Stainless steel, copper, brass
4.	Other Opaque Materials	Silver/gold leaf, solid mirror with portion of backing removed for display paint or mylar on the shop interior side

or such other special materials as approved by the landlord

## **4.0 TYPICAL SHOP CONTROLS**

### **4.1 TYPICAL SHOPFRONTS**

The design of the shopfront forms part of the overall mall design. Whilst cognisance will be taken of the tenant's wishes, the approval of the shopfront design shall be entirely at the landlord's discretion. While the premises are under construction, the landlord reserves the right to redesign the shopfronts thereof if, in his opinion, this will improve the design and appearance of such shopfronts, even if this results in a variation of the shape of the premises, provided that it does not at any stage substantially reduce the size of the shop.

Full height glass is to be provided 3200 mm high.

It is imperative that shopfront support is discussed with the tenant co-ordinator.

### **4.2 SHOPFRONT LINE**

In order to provide visual variety down the length of the mall the shopfront steps in and out in a pre-determined pattern. Tenants are obliged to follow this line with line with their shopfronts. The shopfront line is not the lease line.

In all cases the shopfront line returns to the demising frame and is set back 125 mm from the face of this frame.

### **4.3 DESIGN CONTROL AREA**

To ensure a high standard of presentation, the landlord has established a design control area within the leased premises to a design control line 1200 mm inside the lease line. Within this area the landlord shall control all aspects of the tenant's presentation.

It must be noted that the tenant is encouraged to provide accent lighting to both shopfront display as well as displays at the rear of the shop. These lights are to remain illuminated after trading hours.

### **4.4 SHOP ENTRANCES**

1. If more than 50% of the shopfront is of the sliding door type, then the closure line may be on the lease line.
2. If less than 50% of the shopfront is of the sliding door type, then the closure line of the door is to be recessed a minimum of 900 mm behind the lease line.
3. Swing doors are to be recessed a minimum of 900 mm behind the lease line.
4. No sliding or roll-up grilles are permitted unless they are the 'glazed slat' type.

#### 4.5 MATERIALS AND REQUIREMENTS

Materials used by the tenant and his design team shall be as approved by the landlord and his consultants. No deviation will be permitted without prior written approval from the landlord and his consultants.

No materials deemed to be of inferior quality, non-durable and / or difficult to maintain or any materials that constitute a fire and / or public hazard shall be used.

The following requirements shall apply:

1. All glazing, including mirrors shall comply with the association of architectural aluminium manufacturers of South Africa and SABS 0400 1990 Part N.  
Phone 011 805 5002 Fax 011 805 5033 or check website [www.aamsa.com](http://www.aamsa.com).
2. All exposed glass edges / corners shall be bevelled and pott-polished.
3. Rebates to glazing shall be to a minimum of 12 mm.
4. Where aluminium is used, it shall be a selected powder coated extruded section (anodised will not be permitted) using a high quality epoxy powder coat paint finish applied under factory conditions. Under no circumstances shall 'in-situ' painting of shopfronts be allowed, except in touching up procedures.
5. Any exposed timber shall either be sealed or painted with high quality materials.
6. Structural supports, where required, shall be to the approval of the landlord's consulting engineer, including welding, drilling or bolting to the existing structure.
7. Loadings to the surface beds are limited to 1500 kg/m<sup>2</sup>, and coffer slabs are limited to 400 kg/m<sup>2</sup>.
8. Where sliding doors are exposed to view in the open position, they must be stacked in line behind each other on the tenant's side of the shopfront. Stack away doors, where possible, should be concealed in a door pocket.
9. No doors, when in an open position, may extend beyond the line of the shopfront, even if the shopfront occurs behind the leaseline.
10. The tenant shall be responsible for the cost of all labour and materials for the extension of the mall floor finish from the leaseline to any recessed portion of the 'shopfront' or doors.
11. No solid roller shutter doors may be used in the shopfront. (see item 4.4).
12. The finished floor level at the doors of the shopfront shall be at the same level as the mall finished floor level - no ramps or steps shall be allowed.

**NOTE:** Shopfronts must be designed to obviate damage, which may be caused by rotary type mall cleaning equipment.

#### SHOPFRONT DRAWNGS AND SECTION

Refer to the attached PDF files Type A, B, C, D, E and Section drawings

## **5.0 STANDARD TENANT ALLOWANCES**

The specifications of the standard tenant allowances by the landlord must be discussed with the tenant co-ordinator.

### **5.1 FLOORS**

A power floated concrete floor surface will be provided and no allowances will be given to the tenants for floor finishes within the shops. Construction joints in the surface bed must be maintained through the tenants floor finish, special expansion joints is the responsibility of the tenants flooring contractor. Tenants must, however, lay approved floor coverings within their shops and are to note that domestic grade materials will not be approved.

### **5.2 WALLS**

Internal demising walls will generally be gypsum drywall 'Rhino-Drywall System No 1' partitions with taped and flush finished joints, finished with 1 (one) coat of white paint primer. Masonry walls shall have 1 (one) coat of white paint primer. No skirtings will be provided.

TENANTS MAY NOT UTILISE THE GYPSUM DEMISING WALLS FOR THE SUPPORT OF ANY SHELVES, FITTINGS, ETC

### **5.3 CEILINGS**

The ceilings shall be vinyl faced 1200 x 600 mm gypsum plasterboard tiles on pre-painted suspended exposed tee grid. If the standard ceiling is omitted an allowance of R 70.00 /m<sup>2</sup> will be credited to the tenants account. The standard height of the ceiling above floor level is 3 300 mm. Any change to this height or layout must be approved by the developer and any costs involved will be for the tenants account. If ceilings are omitted to the shop, the tenant will be responsible for the cost of extending the walls of the adjacent shop up to the underside of the roof sheeting. No special provision has been made to aesthetically enhance the above ceiling services and the cost of any requirements in this regard shall be for the tenants account.

### **5.4 SHOPFRONTS**

Unless otherwise requested by the tenant a standard shopfront will be provided by the landlord. Should the tenant wish to provide his own shopfront it will be subject to the approval of the architects. A standard allowance of R 2 300.00 / linear metre (measured along the demarcated shopfront line) is provided for use by the tenant for the design and construction of his own shopfront.

The bulkhead over and external to the shopfront will be to the architects design and no modifications will be allowed. A head-fixing rail for the shopfront will be provided along the line indicated on the layout drawing and any additional supports required for the shopfront shall be for the tenants account.

If the tenant wishes to move his shopfront back from the lease line for any reason such as an Ingo for a door, the mall floor, wall and ceiling finishes shall be continued into such a recess and the cost for such shall be borne by the tenant.

## **5.5 DOORS, LOCKS AND KEYS (REAR)**

Where rear doors are required by the local authority for fire escape purposes, these will be solid doors lined externally with metal sheet and fitted with a standard knob cylinder lockset only. Any costs as a result of alteration to the position shown on the layout drawing or additional locking devices required will be for the tenants account.

## **5.6 ELECTRICAL**

The landlord will supply:

1. A standard surface mounted distribution board within the tenant's premises with a single-phase power supply rated at 60 W / m<sup>2</sup> (excluding power required for air-conditioning) with a separate metering system. Should the tenant wish to relocate or upgrade the distribution board, any extra costs will be for the tenant's account.
2. Each distribution board will be equipped with a kWh meter, earth leakage unit, timer and Main circuit breaker.
3. Restaurants and food shops will be provided with a separately metered 3-phase power supply (150 amp for restaurants and 100 amp for fast food) and distribution board shell only (i.e. equipped with main switch and sufficient space for circuit breakers, contactors, time switches, etc.).
4. General area lighting will be provided to an average of 350 lux, in open plan unfixtured areas, using recessed fluorescent luminaires.
5. A credit of R 30.00 per m<sup>2</sup> is allowed to the tenant if fluorescent light fittings are not required. Each additional fluorescent light fitting will cost R 480.00 each including the power point required this cost is for tenants account. The tenants are encouraged to use accent lighting in lieu of fluorescent lights.
6. Switching of general area lighting will be controlled from the shop distribution board.
7. One 15 amp 3 pin socket outlet will be provided per 35 m<sup>2</sup> of leasable area with a minimum of two socket outlets per shop. Switch socket outlets will be situated on perimeter walls. The tenant will be charged R 250.00 for each additional 15 amp socket outlet that may be required. It should be noted, however, that any floor outlets required after the concrete surface bed has been cast and will be priced for separately. It must also be noted that these points may not be able to be accommodated and the tenant may have to change his design accordingly. No credit will be granted for socket outlets omitted.
8. One electrical signage point (220 Volt, 10 amp maximum) will be provided in the bulkhead void above the entrance door and will be interlinked with the shopfront display lighting. The signage point will be time switch controlled to centre management requirements. The final connection from this box to the sign is the responsibility of the tenants signage contractor. The cost of additions / alterations to the distribution board, to allow for neon signage to be connected to the central fireman's switch will be for the tenants account.

9. No individual switches on the shop frontage will be allowed.
10. One unwired electrical geyser outlet will be provided above the ceiling near the wash hand basin for hot water installation. If required by the tenant, the cost to wire and connect up will be for the tenant's account.
11. Power required for air conditioning if the unit is dedicated to the shop –additional electrics for additional Airconditioning will be for the Tenants account.
12. Distribution board equipment will be rated for a minimum fault level of 5kA.
13. **NOTE:** Should the tenant require changes to be made after a standard installation has been provided, then the total cost of any alterations will be for the tenant's account.
14. **NOTE:** Electricity use will be charged for from the date of beneficial occupation.

The tenant must provide full details of any alterations or additions to electrical layouts detailed on outline drawings. The details are to include:

15. Dimensioned positions of all electrical outlets, including height above floor level.
16. Electrical loads in amps per phase and whether single phase (230 Volt) or three phase (400 Volt).
17. Illuminated / non illuminated and / or neon / non-neon signage.

An electrical certificate of compliance with as-built drawings of any electrical installation work provided by the tenant's electrical contractor, shall be given to the landlord upon completion of the installation. **The certificate of compliance is required before commencement of trading.** If the Tenant fails to provide a certificate of compliance the landlord reserves the right to shut off power to the shop until the certificate of compliance is received. The as-built drawings shall be to the approval of the landlord's electrical engineer. The tenant automatically assumes all legal and compliance responsibilities for any electrical work whatsoever not supplied and installed by the developers electrical contractor. Electrical work for which the developer is responsible will be clearly detailed on the Taemane Consulting / Rawlins Wales & Partners drawings.

## 5.7 TELEPHONE

One telephone drawbox will be provided within the shop.

The tenant must appoint the telephone service provider.

The telephone service provider must install communication cables to the drawbox and instrument points.

The tenant is to complete and submit an application form to the local telephone service provider. We recommend this is done well in advance of the trading commencement date.

The Landlord will not be responsible for the provision of Telkom services.

## 5.8 PLUMBING

One stainless steel wash hand basin on steel legs with cold water supply will be provided in the position as indicated on the outline drawing. Any variation resulting in additional cost shall be for the tenants account.

Food and restaurant tenants are to provide above ground stainless steel grease traps model Herbisch HB-GT-700 or similar.

The tenant is to comply with all the local health requirements in this regard and should the tenant require to increase the scope of this service or change the intended position, the extra over cost will be for the tenant's account.

## 5.9 AIR CONDITIONING

Package air conditioning units installed externally in a position determined by the landlord, the ducting of which will, when it enters the building, generally be above the ceiling level of 3 300 mm.

The base load air conditioning rate provided for a standard shop with an equipment and lighting load of 40 watts / m<sup>2</sup> will be 170 watts cooling / m<sup>2</sup>

The running cost of air conditioning will be for the tenant's account. Running costs for shops sharing a common packaged air conditioning unit will be pro-rata. The tenant is to note that a standard symmetrical flat layout of grilles and diffusers will be applied to the premises to best suit the air conditioning system. The cost of changing the position of standard white painted grilles and diffusers and any change in colour and type, which involves additional cost, will be for the tenant's account.

**NOTE:** The air conditioning design does not allow for the installation of full height partitioning within the premises. Cost for extra reticulation will be for the tenants account. Special arrangements will also have to be made if the heat load in the leased premises from lights and tenant equipment exceeds 40 watts per m<sup>2</sup>, the cost of which will be borne by the tenant.

No provision will be made for an individual on / off switch and / or temperature control.

Any specific requirement regarding internal conditions is to be noted. Standard air conditioning will be provided at 23°C ± 1.5°C with no positive relative humidity control.

Food shop and restaurants tenants must note that food preparation areas will not be conditioned.

Costs to provide dedicated air-conditioning systems in keeping with statutory requirements to smoking areas will be for the tenant account.

Where required, extract canopies and ducted extract systems (fans, fire dampers etc) as well as the necessary make-up air supply will be installed at the tenant's expense. This will be in accordance with the project mechanical engineers design and specifications. The tenant is not allowed to install any ducting, fans or equipment outside the lease line, as this will be installed by the main air-conditioning subcontractor on site. The tenant is not allowed to cut any roof

sheeting. The tenant is to connect his extract canopy onto the ducting provided by the landlord.

#### **5.10 SPRINKLERS**

A sprinkler system shall be provided by the landlord with sprinkler heads below and where applicable, above the suspended ceilings. Such sprinkler system will comply with the relevant local authority's requirements.

Allowance for sprinkler protection to the tenant's premises has been made, based on a flat ceiling and should the tenant introduce shopfitting, ceiling feature or division walls necessitating any alterations to the standard sprinkler system, these will be for the tenant's account.

All sprinklers shall be surface mounted chrome plated rosettes with white escutcheon plates.

If the approved shop design has no ceiling the credit of the ceiling level sprinklers will be allocated to the landlord as a provision for future tenants who require a ceiling.

#### **5.11 SMOKE DETECTION**

The landlord will supply a smoke detection system where required by building regulations. The system so designed shall be for a flat ceiling and an open plan layout.

The cost of any additional detectors required, due to the introduction of internal partitions, bulkheads or shopfitting within the tenant's leasable area would be for the tenant's account.

#### **5.12 FIRE EQUIPMENT AND SIGNAGE**

The tenant is responsible for providing handheld extinguishers and fire signage within the tenant space to the satisfaction of the local authority.

#### **5.13 TENANT COSTINGS**

Once design approval has been obtained (ref. 2.2) a copy of the approved tenants drawing as well as the completed "Scope of Work Sheet" will be submitted by the tenant co-ordinator to the project quantity surveyor for costing.

The costing will detail all items of work to be undertaken by the main contractor on the tenant's behalf and will be based on rates agreed with the contractor and his sub-contractors employed on the project. This will also include such additional items as escalation, fees, finance charges, etc. as necessary.

Before any work is begun on the tenant's behalf, the tenant must pay 100% of the approved costing to the developer. In the event that the costing indicates a credit due to the tenant by the landlord then 25% of this allowance will be paid over to the tenant within forty-five days after the signing of the costing. The balance will be paid on completion of the project.

#### **5.16 ACCESS TO THE LEASE PREMISES FOR SHOPFITTING, MERCHANDISING AND SPECIAL INSTALLATIONS**

Tenants are to note that notwithstanding that they may be given possession of their premises for the purpose of shopfitting and merchandising, etc., on a date to be agreed, there is no guarantee given or implied that the tenant will have unrestricted, uninterrupted access to the premises either via the entrance door or back door (if applicable) during this period. The tenant hereby acknowledges that the project has been programmed so as to complete the various shops on a phased basis prior to the opening date of the centre in order for all the tenants to complete their shopfitting and merchandising by the opening date. The contractor is only obliged to complete the balance of the centre by the opening date and will therefore be working until the opening date in all areas not handed over to the tenants.

In this regard the tenants are to meet with the tenant co-ordinator on the date of handing over the premises for shopfitting and merchandising in order to establish the modus operandi for access to the premises for both workmen and deliveries.

#### **5.17 SERVICES DURING SHOPFITTING, MERCHANDISING AND SPECIAL INSTALLATION PERIOD**

During the period for shopfitting and merchandising the tenant will only be guaranteed power for hand tools and sufficient lighting to carry out shopfitting and merchandising. Use of the contractor's temporary ablution facilities will also be allowed.

Should the above be insufficient then a representation must be made to the tenant co-ordinator prior to the date of occupation so that any special arrangements can be made. The cost of any special requirements will be for the account of the tenant.

#### **5.18 GENERAL IN REGARD TO THE PERIOD OF SHOPFITTING, MERCHANDISING AND SPECIAL INSTALLATIONS**

Tenants are reminded that insurance cover for the building works does not cover the tenant inter alia, for shopfitting, merchandising, special installations, plant, equipment, workmen's plant and equipment or anything else which is not normally insurable as part of the building, and the tenant is hereby advised to arrange his own insurance in this regard.

The tenant is to note that under no circumstances will he be allowed to extend his shopfitting or merchandising operations beyond the area of his leased premises.

Tenants are to note that a levy of R 10.00/m<sup>2</sup> is to be charged to each tenant for cleaning and clearing up of the tenants rubbish as a result of his shopfitting, merchandising and special installations. Payment of this levy is compulsory disregarding the actual amount of the rubbish and clearing up required for each tenant and this amount will be recovered as part to the tenant's final account.

Tenants are under no circumstances to abuse this system and any tenant who is found, in the opinion of the tenant co-ordinator, to be abusing the system and who fails to take reasonable action to terminate such abuse immediately it is brought to his attention, will be levied additionally charges as dictated by the circumstances.

## **6.0 TYPICAL SHOP LIGHTING CONTROLS**

### **6.1 RECOMMENDATIONS AND REQUIREMENTS**

The purpose of these criteria is to create exciting shops. This can be achieved by the tenant's designer using specialised lighting techniques, including adjustable spots, recessed downlighters, accent lighting, dimmers, etc., all resulting in effectively lit merchandise with true colour rendition.

This lighting must in no way create glare problems to viewers. Tenants' shop windows and signs must be lit, even when the shops are closed, thus creating attractive conditions for window-shopping. These lights shall be metered on the tenant's distribution board and will be controlled by the centre, with a time switch.

### **6.2 SHOPFRONT DISPLAY LIGHTING**

Shopfront display lighting shall be of a high level for a minimum distance of 900 mm behind the shopfront line. The display lighting will be time switch controlled.

Lighting in display areas is to be shielded at eye level (1600mm AFFL) and shall not be visible from the mall, unless otherwise approved by the landlord. Hours for operating display lighting shall be determined by the landlord, or the respective management agent appointed by the landlord.

### **6.3 INTERIOR GENERAL LIGHTING**

General light fittings shall be glare free.

No bare fluorescent tubes will be used for general lighting, except in areas inaccessible to customers.

No strobe, spinner or chase type lighting will be permitted.

No light fittings for the tenant's use will be fitted outside the leaseline or on demising piers or mall ceiling.

Emergency lighting will be installed inside the shop, in accordance with the applicable regulations and will be provided for, where necessary, by the landlord. This will apply only where the standard light fitting is accepted.

## **7.0 TYPICAL SHOP SIGNAGE CONTROLS**

### **7.1 GENERAL**

Signage is to be provided by the tenant at his cost and forms an integral part of **HIGHVELD MALL**. Whilst the landlord will take cognisance of the tenant's wishes, the design of the signage shall conform strictly in accordance with the landlord's requirements. All signage proposals must be submitted to the tenant co-ordinator and approved by the architect whose decision shall be final and binding on all parties.

It is recommended that signage be incorporated as an integrally designed element of the shopfront and tenants are advised to consider this in conjunction with their shopfront designs prior to submitting their signage for approval. Additional cost and time delay can be incurred by late decision on the selection of signage. Signage suspended behind full height glass shopfronts is encouraged.

Sign types and materials need not be limited to those recommended. It is the intent of these criteria to encourage creativity and individuality in sign design through the use of quality materials.

**IT MUST BE EMPHASISED THAT NO BOXED TYPE SIGNS WILL BE PERMITTED.**

**ALL SIGNS MUST BE ILLUMINATED.**

The maximum height of the letters must not exceed 400 mm and in the case of a name with upper and lower case letters, an average must be made. At all times, the signage must be in keeping with the atmosphere and ambience of **HIGHVELD MALL**.

### **7.2 RESTRICTIONS**

TENANT SIGNS WILL BE LIMITED TO TENANT'S TRADE NAME AS APPROVED IN THE LEASE AND NO ADDITIONAL DESCRIPTION AS TO THE TYPE OF BUSINESS OR TRADING HOURS WILL BE PERMITTED.

The use of a crest, logo or other established corporate insignia is encouraged.

Where illuminated signs are used, the following restrictions shall apply:

1. If a backlit letter is used, the rear face of each letter shall be not more than 50 mm off the shopfront surface material and be projected from an opaque non-reflective surface
2. Each tenant is to provide at least 1 (one) illuminated sign to generate liveliness both day and night, in the position shown on the tenant's approved documentation

### **7.3 SIGNS, COMPONENTS AND DEVICES NOT PERMITTED**

1. BOXED OR CABINET TYPE SIGNS.
2. Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the exterior of the closure line.
3. Noisemaking.
4. Moving, rotating or flashing.
5. Odour producing.
6. Temporary signs on the shopfront, such as 'Special Offer', 'Sale', etc., are specifically prohibited.
7. Signs and displays which are moved into the mall during trading hours.
8. Signage fixed to the demising piers or demising bulkhead except that specifically provided by the landlord for that purpose.
9. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed on any part of any storefront, except as specifically approved in writing by the landlord.
10. All attachment devices, wiring, clips, transformers, lamps, tubes and other mechanisms required for all signs will be concealed.
11. No signage may project more than 150 mm beyond the lease line.

### **8.0 REGULATIONS GOVERNING TENANT WORKS ON SITE**

In order to expedite the completion of tenant shops with the least amount of inconvenience to all concerned, the following rules and regulations will be applicable to all. These regulations will be strictly enforced to ensure no interruption by tenant contractors to other businesses, public malls or safety.

The tenant is to note that all risks within the leased premises will be the tenant's responsibility from the date of beneficial occupation.

Tenant contractors and suppliers will be subject to comply with the Health and Safety Specification that is applicable to the project as a whole when gaining access to the leased premises, and will be inducted by the main contractor of the works prior to accessing the site. A Copy of this document could be obtained from the website [www.flanagangerard.co.za](http://www.flanagangerard.co.za)

The tenant will be entirely responsible for the security over the leased premises during the construction and fixture-fitting period and shall take all necessary steps to secure the same. The landlord shall have no liability for any loss or damage, including theft of building materials, equipment or supplies.

Tenant contractors and suppliers will be subject to restrictions, which may be imposed by the landlord with regard to hours of work, scheduling and co-ordination of work. Work will be controlled by the tenant co-ordinator and main contractor.

It is the responsibility of the tenant to ensure that his contractor exercised all caution in matters relating to public and construction safety. The landlord may, from time to time, issue instructions to a tenant's contractor in this regard and these instructions must be strictly adhered to.

It is the tenant's sole responsibility to protect all work within his leased premises and to protect all centre works and finishes that may be affected by construction within these premises. All work and construction materials must be confined within the limits of the leased premises. Any deliveries to the

leased premises across the finished mall floor must be made on dollies with rubber tyres. Due care for all other finished surfaces must, likewise, be exercised.

Any centre works damaged by the tenant's contractor shall be made good at the tenant's cost. This work will be carried out by the landlord's contractor and charged for at a rate determined by the quantity surveyor.

Access to the leased premises for both construction personnel and materials shall be restricted to such entrances and services corridors as shall be designated for each tenant's use prior to commencement of construction. The tenant must consult with the main contractor to obtain entrance locations and timing of material deliveries.

The tenant must take out all necessary insurances for the insurance of the works, accidental injury or death of workers, public liability, etc.

No instructions may be given by the tenant to the main contractor. Requests can be made via the tenant co-ordinator, if this is deemed necessary.

The tenant must inspect the premises thoroughly before taking beneficial occupation thereof and signed acceptance of these premises must be lodged with the tenant co-ordinator, which will constitute official handing over to the leased premises to the tenant. Commencement of any work, prior to the above signature, will be construed, as acceptance of the premises and handover will be recorded as the date of occupation of the shop. The tenant is to carry out his internal construction work in strict accordance with the approved submission and construction may only proceed after the tenant has submitted to the tenant co-ordinator, the following items:

1. Approved drawings from the local authority.
2. Acceptable evidence of insurance cover.
3. A set of approved drawings must be displayed on the leased premises for the duration of the construction period for reference by the landlord.
4. A construction programme indicating start and completion dates for their work.
5. A signed copy of the tenants safety regulations
6. Basic health and safety rules applicable for shop fitting within the tenant's premises.

The tenant co-ordinator will liaise with the tenant with regard to beneficial occupation dates of his premises. The tenant must make every effort to meet the opening day, as established by the landlord.

It is the responsibility of the tenant to arrange for the removal of all construction rubble from his leased premises.

The tenant shall maintain a suitable portable fire extinguisher at all times during construction in compliance with the local authority.

**9.0 TENANT DESIGNER CHECKLIST**  
TO BE COMPLETED AND SUBMITTED WITH DRAWINGS

**CHECK**

**1.0 LAYOUT OF WALLS AND PARTITIONS**

1. Specific type and dimension fully with lengths, heights and thickness

**2.0 FINISH TO WALLS OR PARTITIONING**

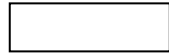
1. Type of plaster
2. Type and colour of paint
3. Type of colour of vinyl or wallpaper (check on availability)
4. Type and colour of skirtings
5. Above ceiling security

**3.0 DOORS, FRAMES, ETC**

1. Dimensioned positions of doors, indicating door swings or sliding doors
2. Size of doors
3. Type of doors
4. Finish to doors (if painted, specify colour)
5. Type of door frame required with details, if necessary
6. Glazed section in walls or partitions - fully dimensioned and detailed
7. Details of any other openings, e g, sliding hatches, etc
8. Door furniture: type - catalogue numbers, finish (check on availability)

**4.0 FLOOR FINISHES**

1. Specify type and colour
2. Vinyl asbestos or vinyl tiles
3. Carpet
4. Ceramic / porcelain tiles
5. Granolithic, etc



5.0

**CEILING PLAN**

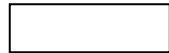
1. Height above finished floor
2. Any step in ceiling
3. Materials
4. Grid of suspension tees
5. Position of lights and lytespan tracks



6.0

**PLUMBING**

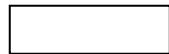
1. Dimensioned positions of all sanitary fitting required. Consult landlord's architects on possible positioning
2. Details of fittings - catalogue numbers and size
3. Drainage, venting, anti-syphonage to the above
4. Any other equipment that requires drainage or venting, e.g. refrigeration equipment
5. Hot water geyser - type and size



7.0

**HEAVY LOADS**

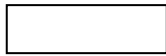
1. Size, weight and position
2. Proposed method of transport and route taken to install



8.0

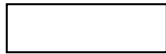
**ELECTRICAL**

1. Dimensioned positions in plan and height of all outlets for electricity, telephone and intercom
2. Specify type of outlets
3. Lighting layout to be shown on the ceiling plan, indicating electrical capacities
4. Any special connections for display lighting or shopfront lighting
5. Position for distribution board
6. Indicate switching requirements for lights
7. Dimensioned positions, accurate details and electrical capacities of other equipment which may require special electrical connections, e.g. cooking equipment, waste disintegrators, refrigeration equipment, compressors, PABX, etc



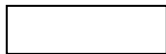
**9.0 AIR CONDITIONING**

1. Specific internal temperature and humidity conditions that are required to be maintained
2. Specific tolerances required
3. Specific any areas that are to be mechanically ventilated
4. Specific any heat generating equipment and show their positions
5. Specific the lighting load if deviated from standard specification
6. Specific any sound level requirements
7. Specific any air distribution diffuser colour requirements
8. Dimension the position of the air conditioning controller



**10.0 SIGNAGE**

1. Signage is to be in strict accordance with the enclosed criteria.
2. All signs are to be approved by the landlord's architects before erection
3. Signage submission is to be on 'A' size sheets
4. Location of sign on plan and in elevation (which is to indicate the approved shopfront)
5. Details of construction and fixing are to be shown
6. Material and colours are to be noted on drawings
7. Four copies of each drawing, one of which is to be coloured up and submitted to the tenant co-ordinator
8. The number of the shop is to appear on the drawing



**11.0 ANY OTHER SPECIAL REQUIREMENTS**

1. Gas Installation. The tenant is to ascertain the requirements of the local fire department and obtain approval of the position for storage of gas bottles. This position must first be discussed and agreed with the architects. The tenant will be responsible for all costs associated with the gas installation and storage of bottles

**10.0 RELEVANT AUTHORITIES AND PROJECT PERSONNEL**

**10.1 RELEVANT AUTHORITIES**

10.2 It is the tenant's responsibility to ensure that the premises are in compliance with all applicable governing codes or ordinances for their occupancy type.

10.3 The tenant shall be responsible for submitting all necessary drawings to any local authorities and licensing authorities for purposes of obtaining approvals and shall be responsible for acquiring all necessary approvals, trading licenses and any other permits necessary for the conduct of his business on the premises. The tenant's layouts must indicate all escape routes, fire fighting equipment and fire signage and must be submitted to the Witbank fire department for approval prior to handover of the shop to the tenant. Plans must be approved by the local authority and the fire department before construction can commence.

**PLANS APPROVAL**

**10.2 PROJECT PERSONNEL**

**CLIENT REPRESENTATIVES**

**Flanagan & Gerard**  
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Contact: Mr Paul Gerard

**10.3 CONSULTANTS**

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**Orion Project Managers**  
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Sandton  
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Contact: Mr Kevin Mc Pherson

**QUANTITY SURVEYORS**  
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Contact: Mr Gary Steinberg

**TENANT CO\_ORDINATOR**  
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Tel: 011 463 4020  
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**ELECTRICAL ENGINEERS**  
**Taemane Consulting /**  
**Rawlings Wales & Parners**  
P O Box 2422  
Rivonia, 2128  
Tel: 011 608 5000  
Contact: Mr Cosmo Wales

**11.0 ACCEPTANCE DECLARATION**

I / we the undersigned, do hereby declare that a copy of the architectural design criteria for HIGHVELD MALL, together with a copy of tenant designer checklist, has been handed to me / us by the tenant co-ordinator and all the conditions therein and their implication have been explained to me / us.

I / we do further declare that I / we accept all the conditions imposed by the architectural design criteria.

**SIGNED**

.....

**DATE**

.....

**WITNESSED**

**1.**

**SIGNED**

.....

**DATE**

.....

**2.**

**SIGNED**

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**DATE:**

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