
Property and Facilities Service Management

ST Helen's Building - Tenants Contract Fit Out Procedure

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Introduction

The purpose of this document is to set out the procedure for tenants to carry out fit out works within their demise at St Helen's, One Undershaft. The procedure must be strictly adhered to, Aviva P&F Service Management reserve the right to refuse permission for tenants to undertake any fit-out works or other alterations, or for tenants' contractors to access the premises, if these procedures are not followed.

Applying for Consent to Carry Out Fit-Out Works

No tenant is permitted to carry out any fit-out works or alterations to its premises without the prior written consent of the landlord (Aviva) and superior landlord. Any such consent shall be subject to any covenants which the landlord or superior landlord may require for the execution of the works and reinstatement of the premises at lease determination. No structural alterations or structural additions whatsoever are permitted.

Should you wish to carry out alterations the details should be sent in the first instance to Aviva's agents, BNPP Paribas Real Estate (BNPPRE), c/o anne-marie.renny@bnpparibas.com. To enable the necessary parties to consider the proposed works several details are required as set out below. Subject to all the necessary details being received, BNPPRE will forward the pack of information to Aviva for their consideration. If all the necessary details have been provided, the pack of information will be forwarded to the superior landlord's agents for their approval if required. They in turn will have to seek their client's consent and consent from the superior landlord's lenders.

Standard Details required from Subtenants

1. An undertaking to reimburse the Landlord's and Superior Landlord's legal costs and surveyors' fees and other costs incurred in connection with the application whether or not it proceeds to completion. See below for the estimated costs.
2. Full details of the proposed alterations including a scope of works and copies of all relevant plans and drawings showing the existing and proposed layouts.
3. A copy specification of the proposed works and the approximate cost.
4. Copies of the proposed method statement and risk assessment.
5. Details of the proposed contractor(s) and proof of public indemnity insurance held.
6. Details of the solicitors instructed to act on the tenant's behalf including a contact name and email address.
7. Confirmation that the following principal conditions are acceptable. These may form part of the Licence to Alter which will be drafted by Aviva's or the superior landlord's solicitors subject to the works being approved.
 - a. The works are to be undertaken and completed in a good and workmanlike manner to the Landlord's and/or Superior Landlord's satisfaction;
 - b. No nuisance or disturbance is to be caused during or as a result of the works to other tenants within the property or any adjoining owners or occupiers;
 - c. The works are to comply with all statutory and local by-law regulations and consents to include the Building Control Officer, Health & Safety Officer and any other necessary consent. The Landlord reserves the right to require the

- tenant to provide documentary evidence of the consents as a condition of any consent.
- d. The tenant shall notify the building's insurers prior to commencement of any approved works and will be responsible for any insurance liabilities arising from the works or additional premium due. The tenant is responsible for insuring its own fixtures and fittings;
 - e. The works will be subject to reinstatement at the expiry or sooner determination of the term of the lease if required by the Landlord;
 - f. The tenant will be responsible for, and will indemnify the Landlords against, all claims, howsoever arising out of the works;
 - g. The tenant will be responsible for Aviva's and their Landlord's legal and surveyor's costs in connection with the application whether or not the matter proceeds to completion.
 - h. The tenant undertakes to obtain all necessary consents at its own expense prior to commencement and on completion of the works as appropriate.
8. The tenant will need to confirm whether CDM Regulations will apply to the works; if so confirm a copy of the Health and Safety file will be required.

Estimated Costs

The landlord's and superior landlord's legal and surveyors' fees will depend on the proposed transaction and time spent; however as a guide the minimum fees per application are currently as follows:-

Superior landlord's legal fees: Estimate will be obtained on a case-by-case basis; fees will vary depending on time spent and parties involved

Superior landlord's surveyor's fee: £850 + VAT plus any M&E consultant's fees

Superior landlord's lender's fees: £2,000 + VAT and disbursements.

Aviva's legal fees: £1,250 to £1,500 + VAT per licence depending on complexity

BNPPRE's fee: £1,000 + VAT excluding any M&E consultant's fees

Aviva's solicitors, IBB, will confirm the estimated costs that will have to be met by the tenant to its company's solicitors at the outset of their instruction and will seek the appropriate costs undertaking. A written costs undertaking is required before they are able to proceed.

Timescale

The process between submission of the initial pack of information and final completion of the licence documentation, i.e. formal consent to proceed, can take at least eight weeks depending on the complexity of works involved, provided accurate and complete documentation is provided at the outset. Sufficient time must therefore be allowed for consent to be obtained.

Where landlord's consent is required for fit-out works no correspondence exchanged between our respective companies shall be deemed to give any such consent. Landlord's consent can only be given by formal completion of a licence to that effect.

Once formal consent has been granted the fit-out works may proceed. The following site procedures then need to be followed.

General Procedure for Contractors

1. The tenant requesting contractor access must ask the contractor to complete a Method Statement and Risk Assessment and a copy of these must be forwarded to the Aviva Engineering Department at least 5 working days before the commencement of any works. Where tenants are having planned maintenance activities taking place then the

Method Statement and Risk Assessment can be forwarded at least 72 hours in advance. In emergencies, contractors must be in possession of these documents when they attend site.

2. The contractor must supply the names of all persons who will be arriving at St Helen's to conduct the works at least 24 hours in advance to the tenant who must forward a copy to Aviva Security and the Engineering Department. It is recognised that in the case of emergency these may be provided at short notice.
3. If sub contractors are to be used and the names are not readily available, the name of the person who will be supervising the works on behalf of the tenant. The supervisor must then book each person into St Helen's in liaison with security and verify their identity.
4. The supervisor or individual contractor must also a photographic identification card (company security pass or UK photo card driving licence) or a docket of work which has been printed on the contractors headed notepaper and signed by a company representative.
5. On arrival at St Helen's, the contractor/supervisor will be asked to read the St Helen's Asbestos Register which is held in hard copy only at the reception desk and a copy is also held in the Engineers Department at Level 3B.
6. The contractor/supervisor will also be asked to read the Emergency Procedures a copy of which will be available at the reception desk and also in the Engineers Department.
7. Following reading these documents, the contractor/supervisor will be required to sign a site access document to confirm that they have read and understood both the Asbestos Register and the Emergency Procedures. Confirmation of contract personnel in attendance will also be recorded on this form by the contractor/supervisor.
8. Once completed, security passes will be issued for access to the Engineering Department only and the Contractor/Supervisor must proceed to the Engineering Department to complete their permit to work and a hot works permit if required. The contractor/supervisor is not to go directly to the job without making contact with Engineering. Failure to disclose the type of works being carried out may result in an activation of the fire alarm and suspension from site.
9. Once paperwork has been signed, issued etc, the Contractor/Supervisor must return to reception where security will programme their security passes to allow access to their proposed place of work, a copy of the permit to work must be shown as authorisation.
10. Access cards must be returned each time work ceases and new ones will be issued the following day.
11. The above procedures will be repeated at the start of each working day, security and engineering will endeavour to complete the process as quickly as possible but there may be delays during emergency situations.
12. No noisy works and no drilling into core walls / slabs are allowed between the hours 0700 – 1900 Monday to Friday. Similarly deliveries of materials and furniture requiring use of the main lifts are not allowed between these hours.

Lift Access

1. There is 1 x service lift located in the east core. The door dimensions are 920mm wide x 2130mm high. Internally the car is 1470mm wide x 990mm deep x 2440mm high although at the rear there is an extended height for ladders and suchlike. The lift is available 24/7 but note that there are a number of contractors working on various projects on site so waiting times will depend on availability and demand.
2. There are 2No passenger lifts in the main lobby that can be padded out between 19:00 and 07:00 each weekday and all weekend and are accessed via the ground floor. It may be possible to access from Level 2B via the loading bay but this will depend upon clearance from the main contractor on site as Level 2B is currently in a construction phase. Car dimensions are 2250mm wide x 1500mm deep x 2400mm high (doors are 1200mm wide x 2130mm high). The hatch gives an additional height of 600mm with a cross section of 1200mm wide x 500mm deep.