

Fitout Criteria

November 2025

What's inside

*Guiding you and
your team through
the requirements
of the tenancy
delivery process*

1.0 Welcome

Welcome to Vicinity Centres. The purpose of this document is to guide a Tenant and their team through the requirements of the tenancy delivery process for a retail space within a Vicinity Shopping Centre.

The document includes information on authorities, approvals, Tenant / Landlord obligations, Health and Safety requirements, essential services and Fit Out Works in preparation for a smooth shop opening. Once trading, the ongoing relationship with each Tenant will be via the relevant Vicinity Centre Management team.

This document is to be used by the Tenant, Tenant appointed designers, project managers and fit out contractors to ensure that the Tenant's shopfitting design, site management of fit out and completed Fit Out Works comply with the Landlord's requirements.

The contents of this document apply to the initial fitting out process and (unless otherwise agreed) any subsequent alteration works which a Tenant may be permitted to carry out by the Landlord.

Definitions contained in this Fitout Criteria carry the same meanings as those contained in the Lease Offer and Lease with the Tenant unless a contrary intention is expressed. The Landlord has appointed Vicinity ('Vicinity') as the Contractor and Manager of the Centre. Vicinity will administer the Fitout Criteria.

This document should be read in conjunction with the following:

- Executed Lease Offer
- Lease and any associated documents.
- Disclosure Statement (if any).
- Design Vision
- All Annexures to the Fitout Criteria and any addendum
- Contractor's Centre Rules and Health & Safety Procedures
- Relevant Building and Authority Codes
- Contractor Information Pack

The information contained within this document is correct at the time of issue.

The Landlord will provide updated information as and when applicable, including revised editions of the Fitout Criteria.

1.1 ACKNOWLEDGEMENT

The Tenant acknowledges that:

- a. Should there be any inconsistency between this document and the Lease, the terms within the Lease will take precedence.
- b. The Tenant's obligations contained in this Fitout Criteria apply independently of the Lease, and regardless as to whether Lease has been signed.
- c. They recognise the Landlord's statutory obligations with respect to obtaining all necessary approvals, consents and permits prior to commencing works on site.
- d. The Landlord may not allow the Tenant to commence the Fit Out Works until all pre-handover requirements outlined in the Lease have been fulfilled and provided to the Landlord.
- e. The Landlord may not allow the Tenant to open for trade from the Premises until all pre-trade requirements are fulfilled.

2.0 Definitions

Terms used within this document, whether in general or specific context have the meaning given to those terms in the Lease (where defined) and otherwise have the following specific meaning and should be read in the context set out below:

BACK OF HOUSE	Means area within the Premises that is out of the view of customers. This includes storage rooms, food preparation, temporary waste storage, and staff rooms.
BUILDING MANAGEMENT SYSTEM (BMS)	Means a computer-based control system that, once installed, controls and monitors the building's mechanical and electrical equipment such as ventilation, lighting, power systems, fire systems, and security systems.
CATEGORY ONE WORKS	Means alterations that are required to the base building works or Centre Services to suit the Tenant's design fit out requirements, which works will be undertaken by the Landlord's contractor at the cost of the Tenant.
DEFECTS NOTICE	Means a notice from the Retail Design Manager to the Tenant identifying defects or works in the Fit Out Works which do not comply with the Design Approval or other Authority requirements and which the Tenant must rectify.
DESIGN & DELIVERY PROGRAMME	Means the programme communicated to the Tenant by the Retail Design Manager after the Landlord's acceptance of the Tenant's offer to lease the Premises setting out the dates by which the Tenant must submit its plans for the Fit Out Works and achieve other key milestones in the Tenancy Design Process as described in the Design Vision.
DESIGN SUBMISSION	Means the Tenant's design documentation submission to the Landlord for review included in the Design Vision.
DESIGN REVIEW PROCESS	Means the process of reviewing the Tenant's plans and specifications as part of the Tenancy Design Process as described in the Design Vision.
DESIGN VISION	Means the guidelines setting the inspirational design direction for Vicinity Centres.
DISABILITY PROVISION	Means requirements of the Disability Discrimination Act (DDA).
SERVICES CHECKLIST	Means the Design services questionnaire to be completed by the Tenant and returned to the Landlord together with the Services Submission as described in the Design Vision.
FIT OUT CONTRACTOR	Means a person engaged by the Tenant to undertake and construct the Fit Out Works.
FIRE AUTHORITY	Means the department, agency, or public entity with responsibility to review and approve the feasibility of fire protection and suppression services for the subject property.

2.0 Definitions

FIRE ENGINEERING BRIEF	Means a brief prepared by the Landlord's or Tenant's fire engineer detailing requirements in relation to fire protection, management and monitoring.
FIRE ENGINEERING REPORT	Means a report, developed from the Fire Engineering Brief, prepared by either the Landlord's or Tenant's fire engineer detailing requirements in relation to fire protection, management and monitoring the requirements.
FIT OUT PERIOD	Means the period of time in which the Tenant is required to complete its Fit Out Works in order to open the Premises for trade as set out in the Lease commencing on the Actual Handover Date (whether or not the Tenant commences the Fit Out Works on that date).
FIT OUT WORKS	Means the works set out in the Lease and any other works to be carried out by the Tenant as set out in the drawings and specifications approved or amended by the Landlord.
FOOD KIOSKS	Means a food and beverage retail tenancy located within the Common Areas of the Centre.
FOOD COURT TENANCY	Means a food and beverage retail tenancy.
FRESH FOOD	Means a fresh perishable food retail operation.
FRONT OF HOUSE	Means the area within the Premises that has a level of presentation that is suitable to be viewed by the customer. This area includes any retail sales space, dining space and any food preparation or storage with a high level of presentation that is approved by the Landlord.
LANDLORDS CONSULTANT	Means any architect, engineer, or employee of the Landlord or other person at any time appointed by or on behalf of the Landlord to be responsible for the supervision or management of any works to be conducted in the Premises.
LANDLORD'S WORKS	Means the works to be carried out by the Landlord generally detailed in the schedule of Landlords Works as set out in the Lease.
LEASE	Means the lease and/or agreement for lease entered into between the Landlord and Tenant in respect of the Tenant's occupation of the Premises at the Centre.
LEASE LINE	Means the line that defines the extent of the Premises.
LEISURE AND ENTERTAINMENT	Means the incorporation of recreational activities experience and entertainment options within the retail centres.
OUTLETS	Means a retail centre that tenancies offer discounted or clearance products. (DFO Perth, Moorabbin, Essendon, Homebush, Harbor Town & Uni Hill).

2.0 Definitions

OWNERS CONSENT FORM	Means authority provided by the Landlord to the Tenant in the appropriate form permitting the Tenant to apply for a building permit and other relevant Authority approvals.
PREMISES OR TENANCY	Has the meaning given to the term “Premises” in the Lease.
RESTAURANTS	Means a food and beverage retail tenancy with dining.
SITE CONDITIONS	Any conditions or directions that the Landlord or the Landlord's Consultant imposes on the Tenant in respect of the Centre and/or the Construction Site.
SPECIALTY RETAIL	Means a services provider or general merchandise retailer.
SPECIALTY KIOSK	Means a tenancy located within the Common Areas of the Centre that is not a food Kiosk.
TENANCY CATEGORY ONE COST	Means the estimate of the cost of the Category One Works submitted by the Landlord to the Tenant.
TENANCY DESIGN PROCESS	Means the process of the submission, review and approval of the design of the Fit Out Works as described in Design Vision.
TENANCY PLAN	Means the tenancy drawings and plans delineating the Premises provided by the Landlord to the Tenant.

3.0 Our Team

3.1 RETAIL DESIGN MANAGER

The Retail Design Manager is responsible for the design review and final design approval of your fit out drawings and will assist you in the design process.

3.2 TENANCY DELIVERY MANAGER

The Tenancy Delivery Manager is responsible for coordinating your overall fit out process. The Tenancy Delivery Manager is responsible for ensuring your store is ready for handover and your fit out program is in accordance with your lease agreement.

3.3 CENTRE MANAGEMENT TEAM

The Centre Management team is responsible for the day-to-day management of your fit out process, from a Vicinity Centres perspective. Centre Management's responsibilities include organising site access and reviewing and collecting all relevant certifications such as necessary insurances, documentation, and work method statements from your nominated Fit Out Contractor.

3.4 THE LANDLORD CONTRACTORS

The Landlord has several incumbent contractors to undertake agreed Landlord and Category One works to suit the Tenants fit out requirements.

4.0

Your Team

4.1 RETAIL DESIGNER

The Retail Designer is appointed by you and responsible for completing your store design concept and design documentation.

Your Retail Designer will have formal qualifications in interior design or architecture and have a minimum of 5 years of industry experience and hold a requisite licence or Authority to submit drawings for building certification.

Your Retail Designer must be engaged for the duration of the design and fit out process to store opening.

4.2 GRAPHIC DESIGNER

The Graphic Designer is appointed by you to design all the graphic elements of your fit out, including signage, menu boards, logos and other graphic elements.

Your Graphic Designer will have formal qualifications in graphic design and have a minimum 5 years of industry experience.

4.3 FIT OUT CONTRACTOR

The Fit Out Contractor is appointed by you to undertake the construction of your tenancy. Your Fit Out Contractor must have a proven record of retail construction experience and provide examples of completed projects.

The Tenant is to engage the Fit Out Contractor who is a contractor the Tenant nominates to construct and complete the Tenant's fit out. They are to ensure that the Tenancy is built in accordance with the Final Design Approval. A Fit Out Contractor can also be referred to as a builder or Project Manager.

The Tenant's Fit Out Contractor must:

Hold the relevant State licence for the nature of works being undertaken and be a commercial registered builder; and have a proven ability to execute high-quality work on Projects of a similar scale.

4.4 STRUCTURAL ENGINEER

The Tenant must engage a qualified licensed structural engineer to undertake engineering drawings and computations for the Tenancy shopfront structure, glazing, signs, ceilings, bulkheads including seismic design requirements. Engineering drawings and Form 1507 certification are required to be submitted to the Landlord's Consultant via the Retail Design Manager to coordinate review prior to any shop drawings being undertaken and Fit Out Works commencing on site.

The Tenant may consider engaging the Landlord's structural engineer at its own cost to prepare the necessary drawings and computations required for the Landlord's approval. The engagement of such services will be between the Tenant and the Structural Engineer (the Landlord will not be responsible for any cost or time delays incurred through the failure of the Tenant meeting time frames, inaccurate and / or missing information required in obtaining engineering drawings should the Tenant engage the Landlord's structural engineer directly).

4.5 SERVICES CONSULTANT

The Tenant may need to engage Services Consultants to review and certify elements of the Tenant's Works. Consultants will include, but are not limited to, acoustic,

mechanical, fire, electrical and hydraulic Engineers.

5.0

Tenancy Design & Delivery Process

The Landlord's Tenancy Delivery Team is responsible for managing and implementing the fit out of the Tenancy, ensuring that Vicinity standards and procedures are being met. Below is a summary of the core elements of the delivery process from services design through to store opening.

1

Lease Offer Approval

Leasing Executive & Tenant

Tenants receive an acceptance letter confirming handover date and the agreed commercial terms of the lease. The 'Tenant' and 'Landlord' works schedules that set out obligations of both parties in the design and construction of the tenancy are also agreed and documented.

2

Retail Design Manager Introduction

Tenant & Retail Design Manager

Meet the Retail Design Manager and ask questions. Talk through your offer and how you want to connect with customers. Learn about the centre and design opportunities for the site to create a unique and memorable customer experience. Discuss the selection of your Retail Designer or architect and their suitability to create a successful design that works with your offer and story.

3

Engage Retail Designer & Briefing

Tenant, Designer & Retail Design Manager

At the initial briefing, discuss your point of difference, brand values and overarching story.

- » What do you want your store to feel like?
- » How do you see your spatial layout?
- » What will the customer experience be?
- » What are your functional requirements?
i.e. storage, delivery, equipment needs etc.

4

Concept Design Creation

Tenant & Designer

Create mood boards that will drive decision making and clearly communicate your design direction. Unify all aspects of the store by considering every point of the customer experience.
* The Vicinity Design Vision document steps out Key Design Themes for your tenancy and is a great resource to inform a successful design.

5

Concept Design Submission & Review

Designer & Retail Design Manager

Designer to submit a concept design package for review including supporting imagery and 3D visuals of the proposal.
* Refer to Concept Submission Checklist in Design Vision Document. Vicinity will review and give feedback along with an instruction to proceed with the next step or alternatively, a requirement for further concept development and to provide a revised submission

6

Preliminary Drawing Creation

Tenant & Designer

Work with your Designer to create the preliminary drawing package that covers all aspects of your fitout and services. Bring in consultants for lighting, visual merchandising / styling, graphic design and structural engineering.

7

Preliminary Drawing Submission & Review

Designer & Retail Design Manager

Designer to submit preliminary working drawings including relevant required services for review.
* Refer to Services Submission Checklist in Design Vision Document. Vicinity will review and provide feedback outlining any further requirements or revisions towards the Final Design Submission.

8

Services (Cat1) Review

Tenancy Delivery Manager / Centre Operations

Preliminary drawings are reviewed to determine the relevant services (Category 1) works. This includes but is not limited to;

- » Fire Services
- » Mechanical Services i.e. Air Conditioning/Service
- » Core Hole or Floor Chasing of the base building structural slab

5.0 Tenancy Delivery Process

9 Final Design Submission & Approval Designer & Retail Design Manager

Final Design Submission to be submitted incorporating all previous design and services review feedback.
* Refer to Final Design Checklist in Design Vision Document. The RDM issues the stamped approved documentation and conditions listed within the approval.

10 Category 1 Costing & Coordination, Tender and Fit out Contractor Appointment

The Landlord's Tenancy Delivery Team is responsible for managing and implementing the fitout of the Tenancy, ensuring that Vicinity standards and procedures are being met.

Below is a summary of the core elements of the delivery process from services design through to store opening

Preliminary Design Services Drawings are provided to the Tenancy Delivery Manager who will issue to Landlord Service Consultants or Incumbent Service Trades to determine the relevant services Category one works.

This includes all essential services and landlord building fabric but not limited to.

- » Fire Services
- » Mechanical Services ie Air Conditioning / Exhaust
- » Hydraulics Services
- » Electrical heat loads are within base building provision.
- » Modifications to the base building fabric e.g Core Holes and trenching of the base building structural slab.

Your Tenancy Delivery Manager will prepare and issue the Category One cost for your review and approval. No works will be undertaken unless cost is approved in writing.

If you are tendering your fit out works to several Fit out Contractors, you will need to allow minimum 4 to 6 weeks for the tender procurement process. If you have a preferred Fit out Contractor that undertakes your fit out, details are to be provided to your Tenancy Delivery Manager. In the event you don't have a Fit out Contractor, please contact your Tenancy Delivery Manager to which they can provide a list of Contractors that you may like to contact.

11 Relevant Authority Approvals

Prior to any works commencing on site, please provide copies of relevant building permits to your Tenancy Delivery Manager. Please ensure the permit is located on site once the premises is handed over.

12 Pre-Commencement on site

A pre-start meeting on site with your Tenancy Delivery Manager, Retail Design Manager, and Fit out Contractor will occur. This meeting is required to talk through any specific site design details, deliveries and logistics to ensure your Fit out Contractor is familiar with site requirements.

13 Handover of Site & Fit Out Commencement

Your Tenancy Delivery Manager will ensure all Tenant items are fulfilled including the premises is ready for Handover which is in accordance with your lease agreement.

Fit out On Site Your Tenancy Delivery Manager will actively be across your Fit out Contractors fit out program to ensure category one works are facilitated in line with your program and ensure opening date is being achieved.

14 Pre-Trade Process

Prior to commencement of trade, your Tenancy Delivery Manager will contact you and your Fit out Contractor to advise of any outstanding pre-trade items that are still required to be fulfilled. All pre-trade items that are applicable will need to be obtained prior to hoarding removal.

Trade Begins

Congratulations your store is open for trade. You will be greeted by your centre management team on the morning of trade.

15 Post Trade – Defects Inspection Report & Rectification Works

Your Retail Design Manager and Tenancy Delivery Manager will complete a defects report of any items that are required to be rectified. These items will need to be complete within 14 days of the notice being issued.

The Centre Management Team will be your primary contact post defects being rectified and during the term of your lease.

6.0 Landlord & Tenant Work Schedule

The following represents roles and responsibilities of the respective parties to Refer to your Lease Offer Attachments.

7.0 Tenant Requirements

7.1 ELECTRICAL

Embedded network or Authority metering to tenancies will be provided to your premises. Your Tenancy Delivery Manager or Operations Team will be able to confirm which metering network applies to your premises.

What is Embedded Network?

The electrical wiring for the centre your premises is located is configured in such a way as to enable the managing agent of the site (Vicinity Centre PM Pty Ltd) to on-sell energy to all the tenants within the centre.

Vicinity has engaged Energy Plant Management (EPM) to correspond with all retailers moving into the centre regarding electricity.

As the Tenant, you will need to contact EPM to arrange electricity via email signup@energyplant.biz or via phone on (07) 3256 2355, alternatively you can email energy.queries@vicinity.zendesk.com.

The installation of an embedded network will allow you to select your preferred electricity retailer, however, it will also provide you with the option to purchase electricity directly from Vicinity Centres PM Pty Ltd. With the changes in the energy industry, we see this as an exciting opportunity and a step forward in infrastructure management allowing greater transparency in utilities management.

As an exempt seller, Vicinity must adhere to AER regulations and as a result these rules are in place to protect your rights as an embedded network customer.

Further information on electrical embedded networks can be found at the Australian Energy Regulator's website at the following link: <http://www.aer.gov.au/consumers/information-for-electricity-customers-in-embedded-networks>

Additional information below which addresses mitigation of detriment, retail contestability and competitive offers and frequently asked questions.

Information about the embedded network Right to Choose Retailer

The embedded network will not prevent you from purchasing electricity from a retailer of your choice. You also have the ability to enter into an energy only contract with an authorised electricity retailer. An energy only contract means that your chosen retailer would only invoice you for the energy component of your total energy costs.

Please note not all energy retailers offer energy only billing so your choices may be limited.

Please check with your preferred retailer on their policy regarding 'Energy Only' contracts.

If you choose to purchase energy from an authorised retailer, your meter will need to be upgraded. If you initially choose to purchase energy from Vicinity then subsequently decide to purchase energy from an authorised retailer, you are responsible for connection fees your authorised retailer may charge. The meters installed will be National Measurement Institute approved utilities electricity meters and will comply with the National electricity rules.

Two invoices if you purchase from an authorised retailer.

If you elect to purchase electricity from an authorised retailer, you will receive two invoices for your electricity costs. Your authorised retailer will invoice you for your energy costs, while Vicinity will invoice you for your network charges. This is necessary when inside an embedded network as the retailer can no longer collect your network charges on behalf of the local distributor. The embedded network operator (ENO) is responsible for the delivery of electricity to your tenancy and will collect network charges. These network charges will match the external applicable network tariff.

Exemption conditions

The embedded network operates under the AER (Australian Energy regulator) exemption guidelines applicable to each state.

For more information for the conditions applicable to the conditions that the embedded network is operating under, refer to the AER website VIC & NSW Network Exemption & NSW Retail Exemption.

Dispute resolution procedure

If you contact Vicinity with a dispute, we will attempt to resolve your dispute promptly. If we anticipate there will be a delay in resolving the dispute, we will advise you of the expected timeframe for resolution as we work toward a resolution. If you are still not satisfied your complaint has been resolved, you may have the matter heard by NCAT/VCAT, the appropriate Ombudsman, Court or Tribunal in the State where these have jurisdiction. Please note that the Ombudsman can only provide limited assistance for embedded network customers.

7.0 Tenant Requirements

Contact details in relation to disputes are as follows:

Vicinity Centres PM Pty Ltd

Mail: National Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Victoria 3148

Email: energy.queries@vicinity.zendesk.com

Web: www.vicinity.com.au/media/789506/embedded-network-dispute-resolution-policy.pdf

State	Contact	Mail	Email	Web	Phone
NSW	New South Wales Energy and Water Ombudsman NSW	Reply Paid 86550, Sydney South, NSW 1234	omb@ewon.com.au	www.ewon.com.au	1800 246 545
QLD	Queensland QCAT - Queensland Civil & Administrative Tribunal	GPO Box 1639, Brisbane, Qld, 4001	enquiries@qcat.qld.gov.au	www.qcat.qld.gov.au	1300 753 228
SA	South Australia Small Business Commissioner	GPO Box 1264, Adelaide SA 5001	sasbc@sa.gov.au	www.sasbc.sa.gov.au	1800 072 722
VIC	Energy and Water Ombudsman (Victoria)	Reply Paid 469, Melbourne, Vic 8060	ewovinfor@ewov.com.au	https://ewov.com.au/	1800 500 509

Fault number

For any faults, you can contact the centre management team.

7.2 MECHANICAL

Common system air-conditioning will be provided as heating, cooling and ventilation to each tenancy (excluding Outlet centres).

The design for air conditioning systems servicing the Tenancy is typically based on available internal lighting and equipment loads of (excluding Outlet Centre):

35 watts per square metre to open plan layout for Specialty Retail Tenancies.

45 watts per square metre to open plan layout for Fresh Food, Food and Restaurant Tenancies.

If your premises has supplementary air-conditioning, this should be on a timer to coincide with trading hours. The Tenants mechanical and electrical engineer must consult with the Landlord's service consultants to design the Tenant's supplementary air-conditioning to fully integrate with the Centre's main system.

7.0 Tenant Requirements

Tenants should consider widening the set temperature range by a few degrees to save on energy and costs. Reducing unnecessary heat from lighting and electronics will also minimize energy used for cooling. Air-conditioning models with a high Coefficient of Performance (COP), greater than 5, are considered best practice.

Fittings and appliances should be selected in relation to their efficiency ratings. 'White goods' should carry a high Star Energy Rating whilst fixtures using water should carry a high WELS Star Rating.

Fridges should be set on a thermostat of no lower than 4 degrees and be cooled with hydrocarbon refrigerants opposed to HFC's.

Hot water boilers should not be used. If required, ensure boiler has a timer and manual switch off. It should use less than 50W when on standby and have a maximum capacity of 2.5L.

Tenant's Air-conditioning plant, kitchen exhaust and make-up air systems will be served from the Tenant's switchboard. Any supplementary Air-conditioning Plant installed will also be fed from the Tenant's switchboard.

Sub-mains to the Tenant's meter panels are sized accordingly to ensure appropriate voltage drop at tenancies is achieved.

Where Tenant electrical loads exceed the nominated rating, further assessment will be made to augment the submains cabling as necessary with costs to be negotiated accordingly.

7.3 KITCHEN EXHAUST & MAKE UP AIR

Tenants are encouraged to supply and install Proprietary Commercial Low Velocity Engineered kitchen exhaust hoods within their fit out. The following explains the benefits of utilising these engineered hoods when compared to standard commercial kitchen exhaust hoods as nominated in Australian Standard AS1668.2-2012 Mechanical Ventilation in Buildings.

The proprietary commercial kitchen exhaust hoods considered utilise low velocity, airflow induction technology to reduce the exhaust airflow rates below the calculated prescriptive methodology in AS1668.2.

The table below compares a Standard Kitchen Exhaust Hood with an Eco canopy Low Velocity Engineered Exhaust Hood based on a canopy serving 2No oven ranges, 2No flat grilles, 2No deep fat fryers.

	AS1668.2 Calculated Airflows (Standard)	Eco Canopy Low Velocity Airflow
Type of Hood	Wall exhaust hood	Wall exhaust hood
Model	Standard	SARCA
Dimensions	4300L x 1200W x 600H (mm)	4300L x 1200W x 600H (mm)
Construction	304 St/St	304 St/St
Filters	Baffle Type	Baffle type
Exhaust Airflow	2704 L/s	1508 L/s (45% reduction)
Required Static pressure	221 Pa	95 Pa
Make-up air	From Room (2704 L/s)	1195 L/s via make up air connection & 313L/s from room
Supply only price*	\$7,500 +GST	\$10,800 +GST

*price is a guide only.

7.0 Tenant Requirements

It is noted that the Ecocanopy is compliant with AS1668.2-2012 Section 3.6 Proprietary Kitchen Exhaust Equipment, which notes “The basis for these designs is to lower energy costs by reducing exhaust air requirements and, consequently, they generally require more detailed calculation methods”.

It is important to note the above Engineered kitchen hoods are the recommended preference for tenant installation as the exhaust flow amounts will be significantly reduce from the base Australian Standard Rate by up to 45%. These types of hoods due to the overall benefits are the preferred option from the Landlord as benefiting to energy efficient measures forming part of the centre and reducing electrical usage.

7.4 GAS

Natural gas will be provided to Food and Restaurant tenancies and will be delivered at a pressure of 2.75Kpa.

7.5 ELECTRIFICATION

It is encouraged Tenants are to consider the move to electrification with their cooking equipment. Moving to electrification equipment offers several benefits and is considered a favourable choice for the following reasons.

Environmental Sustainability: Electrification reduced reliance on fossil fuels, leading to lower greenhouse gas emissions and air pollution. By transitioning to electric equipment, we can significantly reduce carbon dioxide emissions, which helps mitigate climate change and improve air quality.

Energy Efficiency: Electric equipment tends to be more energy -efficient compared to traditional combustion-based alternatives. Electric motors for example offer higher energy conversion efficiency and reduce wasted energy, resulting in cost savings and reduced overall energy consumption.

Renewable Energy Integration: Electrification enables better integration with renewable energy sources, such as solar and wind power. By utilising electric equipment, we can harness clean and sustainable energy, reducing the need for non-renewable resources and promoting a greener energy mix.

Cost Savings: While electric equipment may have a higher upfront cost, it often offers long-term cost savings. Electric motors have lower maintenance requirements and fewer moving parts, reducing maintenance and repair costs over time.

Additionally, as renewable energy becomes more affordable and accessible, the operational costs of electric equipment can decrease further.

Health and Safety: Electrification eliminates harmful exhaust emissions, improving the health and safety of workers and the general population. Traditional combustion engines produce pollutants like particulate matter, nitrogen oxides, and volatile organic compounds, which can have adverse effects on respiratory health. Switching to electric equipment reduces these health risks.

Overall, transitioning to electrification equipment aligns with sustainability goals, reduces environmental impact, enhances energy efficiency, and improves health and safety. It not only benefits the environment but also offers long-term cost savings and contributes to the development of cleaner and more advanced technologies.

7.6 FIRE PROTECTION

An automatic wet pipe fire sprinkler system(s) will be provided throughout all areas of the Centre. The fire sprinkler system will be installed in accordance with the requirements of the BCA, AS2118.1, relevant authorities, and Fire Engineering Report.

Concealed space sprinkler protection and fixed sprinkler droppers (not on flexible droppers), semi-recessed escutcheon and sprinkler head for future installation by Landlord at Tenant's cost, for below ceiling sprinkler protection. Any relocation/ modification to suit Tenant's layout will be by Landlord's contractors at Tenant's cost.

7.7 HYDRANT AND HOSE REELS

Fire hydrant and hose reel protection for effective operation by the Centre occupants and firefighting personnel will be provided throughout the Centre in accordance with the relevant statutory authorities' requirements. The fire hydrant hose reel system will comprise of the following.

Hydrant outlets fitted with approved couplings as required by the Fire Authority.

Hose reels installed within cabinets.

Fire hydrant and hose reels will be provided throughout to suit open plan layout floor coverage. Any alternations, additional hydrants and hose reels as identified by your building surveyor to suit Tenancy modifications and or Fit Out Works shall be undertaken by the Landlord at the Tenant's cost.

7.0 Tenant Requirements

Portable fire extinguishers as required by the NCC to suit the Fit Out Works (eg. adjacent to electrical switchboard) shall be provided by the Tenant at the Tenant's cost.

Where a Fire Hose Reel (FHR) cupboard is located in shopfront the tenant is responsible for cladding/treatment, inclusive of FHR signage.

Where FHR signage is required by the Tenant for the cupboard and must be completed in the following format:

- 50mm high individually cut letter
- Font- Helvetica: type – Capitals
- Compete words (not abbreviations) – 'FIRE HYDRANT' or 'FIRE HOSE REEL'
- Set at height of 1300mm AFFL (above finish floor level)
- Finish to contrast cladding material (eg. black or stainless steel).

The Tenant and the Tenant's Designer are to ensure that all proposed materials fire hazard properties (fire indices for materials/ fire hazard properties) comply with the BCA and the Landlord's requirements. Where materials are proposed that do not comply with the Landlord's requirements the Landlord reserves its right to require alternate and compliant materials.

7.8 DISTANCE OF TRAVEL

Distance of travel is an important aspect of your fit out design compliance that focuses on ensuring safe and efficient movement within the space. It refers to the distance one must travel from any point within the space to reach a designated exit of a place of safety during an emergency. Building codes typically establish specific requirements for travel distances based on factors such as the occupancy type, number of occupants and building layout.

In some instances, a fire engineer maybe required to be engaged by the tenant to complete a Performance Solution Fire Engineering Brief and Fire Engineering Report to assist the Tenant and the Tenant's Designers to complete a compliant design.

7.9 COMMUNICATIONS

Provision of either 10 pair phone / data or NBN will be provided to tenancies. Tenants will be required to make application for connection of its phone and data requirements.

7.10 EXTERNAL SHOPFRONTS.

External shopfronts form part of the thermal envelope for the Centre and are required to comply with NCC Section J requirements. Section J requirements for the Centre have been verified via an energy model, with nominal performance requirements for external window systems (including glazed doors) and walls as follows:

- Whole Window System - U-Value $\leq 4.5 \text{ W/m}^2 \cdot \text{K}$
- Whole Window System – SHGC 0.55 ± 0.05
- Wall – Total R2.8

The Landlord's consultant will assess the Tenants fit out design to verify compliance with these Part J requirements and the Tenant is obliged to make any changes to their fit out design to achieve compliance. All costs, including the consultant review(s) and any works will be payable by the Tenant.

All nominated building envelope R-values will be for the system and take thermal bridging impacts into consideration (per NCC 2019)

7.11 PAINTS, SEALANTS AND ADHESIVES

The Tenant is to use low-emission paints, sealants, and adhesives at all times.

7.12 DISCONTINUED USE OF ENGINEERED STONE

As previously noted in the Design Vision, the use of Engineered Stone is restricted to products that contain less than 20% crystalline silica. This position paired with existing control measures, including the use of fit for purpose cutting rooms, personal protective equipment, wet cutting techniques and safe work method statements, will greatly reduce the risk of silica exposure arising at Vicinity Development projects and Tenancy fit outs.

7.0 Tenant Requirements

Corian, Meganite, natural Marble and Terrazzo stone products are some examples of alternative products and are currently used in place of engineered stone products at Vicinity. A number of these products are currently less costly, more durable and easier to maintain, and this change is not expected to impact lead times or delivery times.

7.13 RECYCLING & WASTE MANAGEMENT

The Tenant's waste is to be separated including co-mingled recycling, general waste, cardboard, soft plastics, organics, and glass. Divided locations are to be incorporated within the Tenancy and the Tenant is to work with the on-site Centre Team to clearly identify collection needs and waste collection services.

Tenants should work with its suppliers to identify opportunities to reuse, recycle or repurpose packaging, to significantly reduce waste to landfill and waste management costs.

Spent cooking oil must be syphoned into a central collection tank and associated tins compressed in the facility provided in the central waste management room.

All organic waste must be transported free of contamination to the central processing point in the waste management facility.

7.14 SLAB ALTERATIONS, PENETRATIONS AND CHASING

The Tenant is not permitted to saw, cut, chase or alter the floor slab or columns. The Landlord's building structure must not be altered by the Tenant.

The Tenant may not penetrate the slab for core holes or penetrations. If the Tenant requires any additional penetrations this must be approved by the Landlord and the Landlord's structural engineer. Any approved additional works will be performed by the Landlord at the Tenant's cost.

The Tenant must allow for movement joints in the floor, walls, ceilings and columns. The treatment for these movement joints must be consistent and integrated with the Tenant's finishes.

Movement joints within the kitchen, food preparation and other areas designated by Authorities requiring waterproofing must have a waterproof treatment to movement joints or penetrations.

The Tenancy Plan will indicate typical location of movement joints to floors where these are known. The Tenant must verify the location and type of all floor joints onsite and allow to treat these joints as part of the Fit Out Works at the Tenant's cost. Floor joints treatments are subject to Retail Design Manager approval.

7.15 SECURITY SYSTEM

The Tenant must provide any security system within the Tenancy. The specifications and details for any security system proposed must be approved by the Landlord.

All security devices and alarms must be concealed within the shop front structure and located behind the Tenancy Lease line.

The system location is to be nominated on all drawings and power supply to the system is to be concealed into the surrounding shopfront structure floor finish, but not the Landlord's slab.

Freestanding posts are to be concealed or treated and unobtrusive (i.e., work within the overall presentation of the store).

No components are to be attached to Landlord's bulkheads.

For all kiosks, the type of security cameras must be a considered item during design planning phase to ensure that they are concealed and do not compromise the visual presentation of the structure that they are fixed to. No retrofitting of security cameras permitted. No components are to be attached to Landlord's bulkheads.

Dome style cameras are to be specified and are to match surrounding materiality in colour.

7.16 AUDIO

Only professional standard recessed speakers, finished flush with the ceiling are permitted. Non-commercial systems are not permitted.

Permitted sound systems are to be fitted with a sound leveller set at 75db maximum and located a minimum 3000mm from the entry. Sound systems are to sit flush with the ceiling.

7.0 Tenant Requirements

7.17 COOL ROOMS

Factory Mutual (FM) approved cool room insulation panelling are required. The Tenant acknowledges the following design elements will not be acceptable to the Landlord.

- Extruded or expanded polystyrene (EPS).
- FM approved class 1 materials must be specified including polyisocyanurate (PIR) panels and/or non-combustible insulation material such as rockwool or glass wool.

7.18 WATERPROOFING

The Tenant is to provide a waterproof membrane to any/all wet areas, inclusive of kitchens, food preparation areas, laundries, bars and associated wet storerooms. The membrane is to be coved into the wall at floor junction and finished 300mm up the wall above the FFL.

Minor floor preparation and repairs may be required prior to the installation of approved treatment.

Where mall flooring is removed to accommodate approved outgo, the floor will be reinstated at the Tenant's cost on vacation of the Tenancy.

The selection of tile is to be in keeping with the overall design aesthetic of the Premises. Selection and installation of the tile is by the Tenant to the Landlord's approval.

Any internal ramping needs to be identified and allowed for during the Tenancy planning stage to ensure joinery units in this area can be installed level.

Floors within kitchen, food preparation and hair/beauty/skin penetration areas must comply with the BCA and local Authority requirements.

All wet areas to the Tenancy (kitchen, food preparation, toilets and hair/beauty/skin penetration, external seating areas) must have a waterproofing treatment applied. The waterproofing product is to be flood tested for a minimum of 12 hours to ensure integrity. This must be witnessed by the Tenancy Delivery Manager at the point of flooding and at the end of the test prior to removing the water.

Example product: Mapei Mapelastic Aqua Defence. This product can be flood tested after 12 hours drying time. Please contact Mapei for further information on this product.

Changes in floor level due to mall and Tenancy ramping also define the Tenancy shopfront entry location and require careful consideration when selecting entry floor finish.

The Tenant is responsible for levelling the Tenancy floor where required.

The Floor finish across the entirety of the shopfront zone must sit flush with mall floor finish. Any ramping must not appear visible.

7.19 FISHMONGER REQUIREMENTS

If you are a Fish operator, the following key elements should be considered as part of your fit out design.

Dedicated enclosed room to be provided where fish cleaning and preparation is carried out. No preparation and fish cleaning shall be made within the selling area.

Dedicated tenant supplementary exhaust and make-up air to be provided in the abovementioned room to mitigate smells from the tenancy to the shopping centre.

The room is to be negatively pressured. (Note, the door to the enclosed room is to be installed with a self-closing mechanism to ensure this zone remains shut on a consistent basis and odours are contained within the space).

Design Criteria for supplementary exhaust is to be accordance with following.

- Exhaust Criterion – 10 Air Changes per Hour and Make-up air – 85% of exhaust air.

Exhaust and make-up air shall be interlocked to ensure operation of both systems occurs simultaneously.

Fans are to be provided by tenant.

Dedicated floor waste and drains to be installed in abovementioned room with bucket trap.

Tenant is to remove fish off-cut and waste on a regular basis. Prep areas to be cleaned regularly and testing process report to be provided to landlord at specified intervals.

Tenant is to provide waste management plan to Landlord for final review and approval.

Tenant is to provide a self-closing door between the prep area and the selling area.

Sealed and final flooring type/covings to meet health department regulations and BCA separating requirement to wet zones to be submitted to landlord for final approval by tenant.

All works to be in accordance with council health and safety regulations.

7.0 Tenant Requirements

7.20 WALLS

The Tenant must provide all walls and partitions within the Premises. The walls between the Front of House and Back of House must be full height.

The Landlord's perimeter Tenancy walls will either be a steel stud construction with plasterboard lining, smoke walls clad in plasterboard lining, exposed masonry, speed panel or exposed concrete walls.

Exposed walls must have a lining or cladding installed by the Tenant which must be approved by the Landlord.

Where an open ceiling has been proposed, all walls are to be extended to the underside of the slab/ceiling. Works are at the Tenant's cost.

The Landlord will only consider decorative masonry wall finishes should these finishes form an integral component of a Tenant's brand identity.

Minor wall preparation and repairs may be required prior to the installation of the approved cladding or lining.

Landlord's perimeter Tenancy walls vary in height, please refer to final Tenancy Plan for height of Tenancy walls.

The Tenant must provide as part of their Fit Out Works all boxing, false walls or linings to structure, services or other elements.

The Tenant must maintain all treatment and installations related to fire protection of walls and smoke walls. They may not be penetrated or altered. The Landlord must be notified if damage or alterations occur, any rectification of damage will be the responsibility and cost of the Tenant.

The Tenant is responsible for ensuring that any noise transmission complies with the requirements of the Lease and the Centre Rules.

Walls to be treated one or both sides of the inter tenancy wall ends. Refer to Tenancy Plans.

Wall shelving and fittings need to be self-supporting. Otherwise, additional wall bracing is required which must not alter the inter tenancy walls in any way.

Inter-tenancy walls are not to be chased or penetrated in any way. False walls are to be used for any structural or services reticulation requirements.

7.21 CEILINGS

The ceiling shall be custom designed or set plasterboard ceiling to areas visible to the customer. The Landlord encourages maximizing ceiling heights where possible.

The Landlord will mark out services penetrations and the Tenant must cut any required penetration holes in the ceiling ready for the Landlord to install services.

The Tenant must install flush mounted, fully integrated access panels for maintenance of services as directed by the Landlord. This shall provide access to the Landlord's services such as water, gas, fire sprinklers, kitchen exhaust ductwork and Air-conditioning Plant where applicable. Location of access panels to be discretely located and integrated with the ceiling design and finished to match with concealed hinges and key locks.

Integrated mechanical, electrical and plumbing services are mandatory. All penetrations for services located within the ceiling to be coordinated with the Tenant's Fit Out Works, marked and cut out by the Tenant. Ceiling supports must not be connected to any Landlord's services under any circumstance.

Open or no ceilings will be considered by the Landlord where they are an integral part of the Tenant's brand or design concept. If an open or no ceiling is required, it must meet the following criteria:

- Services are to be provided in a cable tray or catenary wire (subject to Landlord approval) and in a tidy manner to the approval of the Landlord.
- Any additional rigid ductwork is to be provided by the Landlord at the Tenant's cost. Where the Tenant's design does not include the provision of a ceiling then any flexi duct and any replacement of base build flexi duct will be by the Landlord at the Tenant's cost. Further, perimeter inter-tenancy walls must be extended to the underside of the open ceiling by the Landlord at the Tenant's cost. The entire ceiling must be painted out including the structure, services and soffit.

Any access panels required to accommodate the Tenant's design or required to access equipment to be by Tenant at Tenant's cost.

Fresh food and Food Court, Restaurants

All food preparation and open food display areas must be located under a ceiling area that has a finish approved by the local Authority.

Open ceilings will not be permitted.

7.0 Tenant Requirements

7.22 HYDRAULICS

The plumbing and drainage systems within the Tenancy shall be by the Tenant in accordance with current BCA and to the Landlord's approval. The Tenant is responsible for all connections to Landlord's plumbing, drainage and refrigeration supplies.

The items included in the Fit Out Works are all hot and cold-water reticulation, hot water units, piping to under slab, pumps, meters, distribution, vents, sewer point fittings, and all fittings and fixtures.

Hydraulic connection points are indicated on the Tenancy Plan.

Fresh Food, Food Court and Restaurants

Hot Water Units, Pumps, bucket traps, vents, fittings, gas piping, distribution and all fittings to suit the Tenant's design is by the Tenant at Tenant cost. All below slab sewer and greasy waste pipe work including coring of structural slabs, to suit Tenant's fixtures and equipment done by the Landlord at the Tenant's cost. Pipe work will be terminated by the Landlord at slab level.

Supply and installation of all refrigeration and pipe work, heating and/or cooking equipment is by Tenant.

Gas pipework reticulation from location provided by Landlord to gas-fired equipment, including pressure regulator devices as required in accordance with AS 5601 requirements is by the Tenant at the Tenant's cost.

8.0 Site Requirements Overview

The following site requirements overview is to be read in conjunction with the specific Centre Specific Contractor Information Kit. The Tenant must ensure that all contractors and employees involved with the construction of the Fit Out Works consult with the centre operations team at each centre.

8.1 INDUCTION

The Fit Out Contractor is required to complete a Rapid Induction online.

8.2 SITE ACCESS

Site access will be managed by your Fit Out Contractor. All details including hours of access and relevant conditions will be outlined during the induction process and procedure.

8.3 SECURITY

Any additional security required by the Tenant (e.g., for after-hours works) will be arranged through the centre operations team.

8.4 OUT OF HOURS WORKING

Site working days will be as per the working day calendar for the respective year, take consideration of Rostered Days Off (RDO) when planning your fit out as some contractors may not be available on an RDO.

8.5 EMERGENCY PROCEDURES

Emergency procedures in the event of an accident / incident is included in the induction information process and procedures. Do not leave an injured person: summon the help of the First Aider if not already on the scene.

8.6 ACCIDENTS AND INJURIES

All injuries, accidents and near misses must be reported to security and centre management.

8.7 SHOPFITTING OPERATIONS

Fit Out Works will be limited to the Centre hours.

Any work outside of these hours is to be agreed with the Landlord at least two clear working days in advance of the works occurring. The Landlord reserves the right to refuse permission for out of hours working.

Landlord's Common Areas are to be protected from any damage. Any rectification works will be at the cost of the Tenant.

Floors in Common Areas outside the Premises are to be left clean and tidy at all times.

Movement of materials, bulky equipment or completing noisy works is only permitted after centre trading hours.

8.8 REMOVAL OF TENANT'S WASTE

The Tenants Fit Out Contractor will be responsible for all rubbish and waste from site at their cost. Any damage to the malls with rubbish removal will be rectified by the Tenant at Tenant cost.

8.9 TENANT'S DELIVERIES

All Tenant's deliveries, whether shopfitting, plant, goods or materials, or retail merchandise, must comply with the requirements as detailed in the Contractor Information Kit which will be supplied upon the Tenant's nomination of Fit Out Contractor.

8.10 INSPECTIONS AND MONITORING

In accordance with the terms of the Lease, the Landlord reserves the right for it, or others directed by it, to inspect and carry out any reasonable inspection of the Premises at any reasonable time:

To satisfy themselves that all requirements of the site requirements are being adhered to as necessary.

To ensure that all works are carried out in accordance with agreed designs and methods.

8.11 STORAGE

Materials and equipment can only be stored within the Premises and at no other location on site, unless approved by Landlord.

8.12 FIRST AID

The Tenant or its Fit Out Contractor shall ensure an employee with an appropriate 'first aid at work' certificate is on site at all times and ensure that appropriate first aid supplies are available.

8.0 Site Requirements Overview

8.13 SECURITY OF PREMISES

The Tenant or its Fit Out Contractor are responsible for security relating to Fit Out Works, and the security of the Premises is entirely the responsibility of the Tenant. This includes all works, materials and plant / equipment.

The Landlord accepts no responsibility for loss or damage to Tenant's materials or equipment due to security breaches.

8.14 ROAD / PATHWAY CLOSURES

Any road or pedestrian pathway closures required by the Tenant must be approved by the Landlord and any relevant Authorities.

8.15 PERMITS

Tenant is to make contact with the centre operations team to confirm any permits required prior to site works.

9.0

Prior to Handover

9.1 TENANCY DRAWINGS

The Landlord will provide a preliminary tenancy plan and or survey plan to the Tenant to represent the Premises.

It is a requirement for all tenancy drawings supplied by the Landlord that all dimensions, services and existing conditions must be confirmed by the Tenant at the Tenant's cost. This must occur on site as soon as the Tenancy is made available to the Tenant by the Landlord or prior to completion of the Design Documentation Submission.

9.2 AUTHORITIES AND PERMITS

The Tenant recognises the Landlord's statutory obligations with respect to obtaining all necessary permits and certificates for works on the Site. The Tenant must comply with the current requirements of the Building Regulations and Codes of Practice including Environmental Laws and any other Authorities and applicable laws, including any anti-discrimination and accessibility legislation. It is the Tenant's responsibility to obtain and pay for all Authority approvals. The Tenant must also ensure all required Authority approvals are in place prior to crucial milestones such as beginning work on site or before trading. Authority approvals include, but are not limited to, local Authority approvals; Development Approvals; Construction Certificates; Occupation Certificates and licenses.

9.3 BUILDING PERMIT

The Tenant must apply for a building permit in respect of the Fit Out Works and appoint a building surveyor for regulatory approval prior to commencement of the Fit Out Works. A copy of the building permit must be submitted to the Tenancy Delivery Manager prior to commencing works.

In order for the Tenant to open their Premises for trade, the Tenant must contact the Authority or Tenant appointed building surveyor to arrange final inspection of the Fit Out Works and provide all trade certifications demonstrating that all works comply with the prescriptive requirements of the Building Regulations and Codes of Practice.

Upon all requirements being met, the Authority or Tenant appointed building surveyor will issue a certificate of final inspection to the Tenant which the Tenant will then be required to submit to the Tenancy Delivery Manager.

The Landlord will not be responsible for any delays incurred through the failure of the Tenant in meeting time frames, inaccurate and / or missing information required in obtaining the building permit or certificate of final inspection in respect of the Fit Out Works.

9.4 TOWN PLANNING AND HERITAGE

It may be necessary for the Tenant to obtain development approval from the local Authority (generally where external works are proposed, including externally facing signage). If required, the Tenant is responsible to lodge a planning and/or development application with any associated fees at the Tenant's cost.

9.5 FOOD SAFETY AND HEALTH REQUIREMENTS

All food premises must meet the requirements of the local council as set out in their guidelines for food premises. It is the responsibility of the Tenant to contact the local Authority to lodge any applications relating to the registration of a food business and obtain approvals prior to the commencement of the Tenant's Fit Out Works.

9.6 LIQUOR LICENCE

The Tenant must contact the Landlord's leasing executive for all information relating to applying for a liquor licence.

9.7 UTILITY CONNECTIONS AND FEES

The Tenant must make application to the relevant Authorities for all approvals and pay all associated fees and charges including, but not limited to, the following.

- a. Electricity metering and switchboards.
- b. National broadband network (NBN)
- c. Heating and cooling connection (as applicable).
- d. Gas metering for food related premises (if required)
- e. Water metering for all tenancy types.
- f. Environmental health and food registrations, permits, fees, approvals and inspections.
- g. Building surveyor permits, fees, approvals and inspections.
- h. Alternative Solution Reports as defined in the BCA (if required).

9.0 Prior to Handover

9.8 CATEGORY ONE WORKS AND PROCESS

The Tenancy Delivery Manager will review the Preliminary Service Design Submission and determine if the Tenant's Fit Out Works will require alterations to the Landlord's Works or structure of the Centre. The Tenancy Delivery Manager will issue the Preliminary Service Design Submission to the Landlord's Consultants for services (fire, mechanical, electrical, hydraulic, and structural) review to ensure the Tenant's requirements comply with base building provisions and if services upgrade, relocations and / or alterations are required.

The Tenancy Delivery Manager will submit to the Tenant, Category One costs for their approval prior to proceeding with any works.

Refer to the attached Place Holders Schedule of Costs for details.

9.9 FIT OUT CONTRACTOR APPOINTMENT

The Tenant must formally engage a licensed / registered Fit Out Contractor to undertake the Fit Out Works on site.

Tenant must provide the Tenancy Delivery Manager with the following details of their Fit Out Contractor:

Company / Business Name Address Details

Contact Person(s) Contact Phone Numbers

ACN / ABN and License / Registration Number

9.10 CONTRACTOR GENERAL REQUIREMENTS

It is essential that the Tenant and/or the Fit Out Contractor carry all necessary insurances in respect of the Premises and the Fit Out Works as these are not covered by the Landlord. Proof of the requirements listed below must be submitted into the Rapid Global induction system no later than the pre-commencement meeting.

These insurances must include:

- Workcover: In respect of employees, contractors, sub-contractors and any other persons engaged by the Tenant.
- Public Risk: In respect to injury to persons and damage to the property of others. (Minimum cover required is \$20 million).
- Contractors All Risk: In respect of damage to fixtures, fittings, plant and equipment installed or being used during installation. (Minimum cover required is \$20 million)

- Personal Accident (including death) and Illness Insurance: If the contractor is a sole trader/ self-employed/or partnership.

Motor Vehicle 3rd Party Insurance. (Minimum cover required is \$5 million).

9.11 CONTRACTOR INFORMATION KIT (CENTRE SPECIFIC)

The Tenant, the Tenant's designers and the Fit Out Contractors must follow the Centre site rules, materials delivery requirements, logistics plans, and traffic and emergency procedures as outlined in the Centre specific Contractor's Information pack as provided by your Tenancy Delivery Manager.

The Tenant must ensure that all contractors and employees involved with the construction of the Fit Out Works comply with WH&S requirements at all stages of the Fit Out Works process.

9.12 PRE-HANDOVER REQUIREMENTS

Prior to the Tenant taking possession of the Premises, the Tenancy Delivery Manager will send a notice to advise the Tenant the date the Premises will be ready for handover.

The following conditions and requirements must be fulfilled by the Tenant and issued to the Landlord prior to the Tenant being permitted to commence the Fit Out Works.

Lease has been executed and returned to the Landlord's solicitors in the agreed form.

- Design Approval has been granted by the Retail Design Manager
- Authority approvals received eg. Building Permit, Planning Permit, etc.
- Tenant's Fit Out Contractor has all insurances in place.
- Tenant's Fit Out Contractor has submitted Schedule of Works / Fit Out Program to the Tenancy Delivery Manager for review.
- Tenant's Fit Out Contractor and any sub-contractor's inductions have been completed and approval granted by Landlord.
- Structural engineering drawings and computations (if applicable) are provided to the Landlord.
- Certificate of Currency of the Tenant's public liability insurance received and approved by the Landlord.
- The Bank Guarantee required under the Lease has been provided to the Landlord (if applicable).

9.0 Prior to Handover

9.13 PRE-COMMENCEMENT MEETING

The Landlord's Tenancy Delivery Manager will arrange a pre-start meeting along with the Retail Design Manager, Tenant, Tenant's Designer and the Fit Out Contractor to go through the following requirements:

- a. Design Approval: Review drawings in detail ensuring clarity and understanding of drawings and any conditions that may require resolution prior to works commencing on site.
- b. Schedule of Fit Out Works is in line with opening date.
- c. Tenancy services requirements are understood.
- d. Category One Works and Tenancy Quotations are agreed by the Tenant for Landlord to proceed with base build or services alterations.

10.0

Fit Out Works

10.1 HANDOVER OF PREMISES

The Tenancy Delivery Manager will arrange an appropriate time on site with the Tenant and or their representative on the Actual Handover Date of the Premises.

The Tenancy Delivery Manager will complete a formal Handover Checklist with the Tenant which will be in accordance with the Landlord's Works. Any Residual Works (as defined in the Lease) will be identified.

On completion of the checklist, the Tenant will be required to confirm acceptance of the Premises and conditions in writing and provide this to the Landlord.

Should Tenant not be present for the handover an absentee handover notice will be sent.

10.2 TENANT'S OBLIGATIONS

In addition to the obligations contained in the Lease the Tenant shall:

- a. At all times during the carrying out of the Tenant's Works comply with architectural, engineering and building standards and codes, safety standards and relevant legislation and shall without limitation comply with the requirements of Health, Safety and Environmental legislation, legislation relating to disabled persons and otherwise carry out the Tenant's Works in a proper and workmanlike manner.
- b. Comply with the Contractor Access and Centre Rules and any rules or requirements of the Landlord in relation to the Centre or the Tenant's Works.
- c. Be responsible for the security and protection of the Tenant's goods and materials.
- d. Inform all persons involved in the Tenant's Works of this Fitout Criteria and any site-specific requirements as set out in the Landlord Site Conditions
- e. All of the Tenant's Works shall be managed and controlled within the demised area of the Premises and under no circumstances shall the Tenant, its agents or the Tenant's contractor(s) occupy or use the Landlord's common areas as a workshop, storage or working area. All on site works shall be coordinated with your Tenancy Delivery Manager.

The Landlord reserves the right to exclude from the Centre the Tenant and/or its contractors if they fail to comply with this Fitout Criteria, the Contractor's Centre Rules or interfere with the operation or development of the Centre.

11.0

Open for Trade

11.1 PRE-OPENING INSPECTION

The Tenancy Delivery Manager and Retail Design Manager will undertake a pre-opening inspection prior to the commencement of trade. The Tenant is to provide a copy of Certificate of Final Inspection or equivalent to the Landlord prior to Hoarding removal or commencement of trade.

11.2 CERTIFICATIONS

Once the fit out is nearing completion, it is the Tenant Fit Out Contractor's responsibility to provide copies of all relevant building certifications to the Building Surveyor/Certifier. The Tenant is to contact the council Authority or Building Surveyor/Certifier to arrange for a final inspection of the Tenancy and upon all requirements being met, the council Authority or Building Surveyor/Certifier will issue a Certificate of Occupancy or equivalent to the Tenant.

The Tenant is to provide the Certificate of Final Inspection or equivalent to the Tenancy Delivery Manager.

Occupancy Certificate Final Site Inspection by Authorities for Your Occupancy Certificate

You are required to contact the Certifying Authority for final site inspection of your fit out. All the above certificates are to be presented before or at this inspection.

11.3 PRE-TRADE REQUIREMENTS

It is a requirement that the following documents are received/paid prior to your Tenancy opening for trade.

- Any outstanding pre-handover requirements must be provided.
- Rent in Advance paid to the Landlord (proof of payment required).
- Design Review Fee paid to the Landlord (proof of payment required).
- Tenancy Category One cost paid to the Landlord (proof of payment required).
- Occupancy certification and / or Certificate of Final Inspection received by the Landlord.
- Final inspection completed by the Retail Design Manager and Tenancy Delivery Manager of the Tenancy.
- Major defects to the Tenant's Fit Out Works identified by the Retail Design Manager and Tenancy Delivery Manager must be remedied.

Should the above pre-trade requirements not be fulfilled by the Tenant, the Tenant will not be permitted to open for trade from the Premises. The Tenant must notify the Tenancy Delivery Manager 48hrs prior to the Tenant's proposed opening date should they not be able to fulfil these requirements.

12.0

Post Trade

12.1 RECTIFICATION OF DEFECTS

Prior to the completion of the Fit Out Works, the Tenant and their Fit Out Contractor must notify the Retail Design Manager to schedule a final defects inspection.

The Tenancy Delivery Manager and Retail Design Manager will attend site and assess whether the Fit Out Works are in accordance with the Design Approval and workmanship is in line with Landlord's requirements. Any major defects as identified by either the Retail Design Manager or Tenancy Delivery Manager will need to be rectified by the Tenant prior to the Premises opening for trade.

Following opening, the Retail Design Manager will prepare a notice setting out all the defects within the Premises (Defects Notice) and issue to the Tenant in order for their Fit Out Contractors to complete the remainder of defects within 14 days of the defects notice being issued.

Once defects have been rectified, the Tenant must notify the Retail Design Manager to complete further inspection in order for the Landlord to issue a defects rectification letter stating all items have been completed to the Landlord's satisfaction.

Should the Tenant not complete the defects as identified in the Defects Notice within the 14 days period, the Landlord will send a notice that the Tenant has failed to rectify the Defects Notice to the Tenant detailing the defects that remain outstanding, and the Landlord may exercise its right to rectify the defects at the Tenant's cost.