

Marshall

Tenants Handbook

List of Contents

	Page
1 Introduction and Definitions	1
2 Use of The Property	2
3 Repair and Upkeep	2
4 Alterations and Adaptation's	3
5 Vacation of Premises	3
6 Signs	4
7 General Housekeeping	4
8 Smoking Facilities	5
9 Deliveries and Visitors	5
10 Construction Design Management Regulations	6
11 First Aid and Accidents	7
12 Fire	8
13 Equipment	10
14 Statutory Testing and Certification	10
15 Water	11
16 Chemicals	11
17 Waste	12
18 Spillage	13
19 Noise	13
20 Licensed Process	14
21 FOD	14
22 Airside Restricted Zones	15
23 Operational Compliance (Cambridge International Airport Only)	17



Introduction and Definitions

1.

This booklet sets out the expectations of the Marshall Group in relation to those organisations, individuals or businesses which rent space or occupy any Marshall premises as tenants.

This booklet must be read in conjunction with the formal tenancy agreement. It is the responsibility of the tenant to ensure, so far as is reasonably practicable, the health, safety and welfare at work of their employees, and ensure that persons not in their employment, who may be affected by their activities, are not exposed to risks to their health or safety.

If you have any comments or queries regarding anything in this handbook please contact your nominated point of contact.

For the purposes of this document the “landlord” is considered to be either Marshall Group or one of the Marshall Group subsidiary companies.



2.

Use of the Property

The tenant shall not use the property for any purpose other than the agreed permitted use and not use the property for any illegal or immoral purpose. The tenant shall observe all reasonable and proper regulations, policies and procedures made by the landlord from time to time in accordance with the tenant's use of the property and principles of good estate management and at the absolute discretion of the landlord in relation to security.

As soon as the tenant becomes aware of any defect in the property, notice shall be given to the landlord without undue delay.

3.

Repair and Upkeep

The tenant will keep the property in good repair and decorative order in accordance with the tenancy agreement. Any repairs, shall be carried out in a good and proper manner, using good quality materials that are appropriate to the property and the permitted use, and shall include all appropriate preparatory work.

Alterations and Adaptations

4.

The tenant shall not make any alteration or adaptations to the property without the prior written consent of the landlord.

The tenant shall not carry out any alteration to the property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of any buildings on the property.

The tenant shall not overload any structural part of the property nor any machinery or equipment at the property nor any other services supporting the property.

Vacation of Premises

5.

At the end of the term the tenant shall return the property to the landlord in the repair and condition required and shall remove items it has fixed to the property, remove any alterations it has made to the property and make good any damage caused to the property.

Any waste or equipment left at the vacated premises by the tenant will be disposed of and costs forwarded to the tenant.

6.

Signs

The tenant shall not attach any signs to the property so as to be seen from the outside except signs of a design, size and number and in a position that are appropriate to the property and the permitted use, without the consent of the landlord.

7.

General Housekeeping

The tenant shall keep the property clean and tidy and in a good and substantial state of repair and condition. The tenant shall not however be required to put the property into any better state of repair or condition than it was at occupation. The tenant shall clean all windows at the property as often as is necessary.

The tenant is to ensure that rubbish is deposited in the correct areas for collection, fire exits remain free from items that would prevent anyone exiting the building in the event of an emergency, chemicals are stored correctly and mandatory signage etc is clearly displayed.



Smoking Facilities

8.

Smoking areas are designated on all Marshall sites. Smoking is not permitted anywhere outside of these areas.

Deliveries and Visitors

All deliveries and visitors to the site need to be booked in appropriately to ensure that deliveries and visitors are given entry to the site, except where the tenant has a separate reception facility.

Whilst on site all visitors and delivery drivers are the responsibility of the tenant.

9.

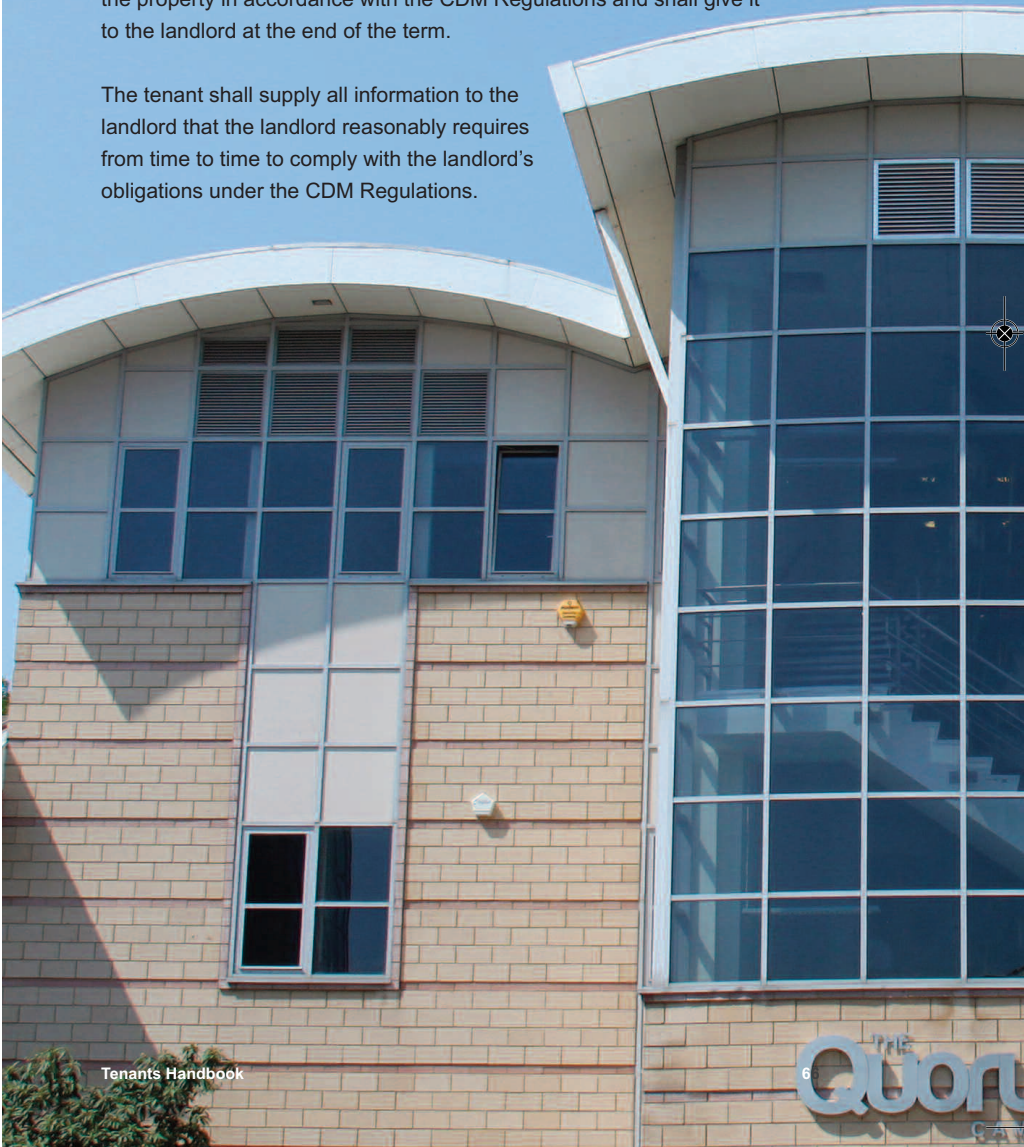


10.

Construction Design Management Regulations

The tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The tenant shall maintain the health and safety file for the property in accordance with the CDM Regulations and shall give it to the landlord at the end of the term.

The tenant shall supply all information to the landlord that the landlord reasonably requires from time to time to comply with the landlord's obligations under the CDM Regulations.

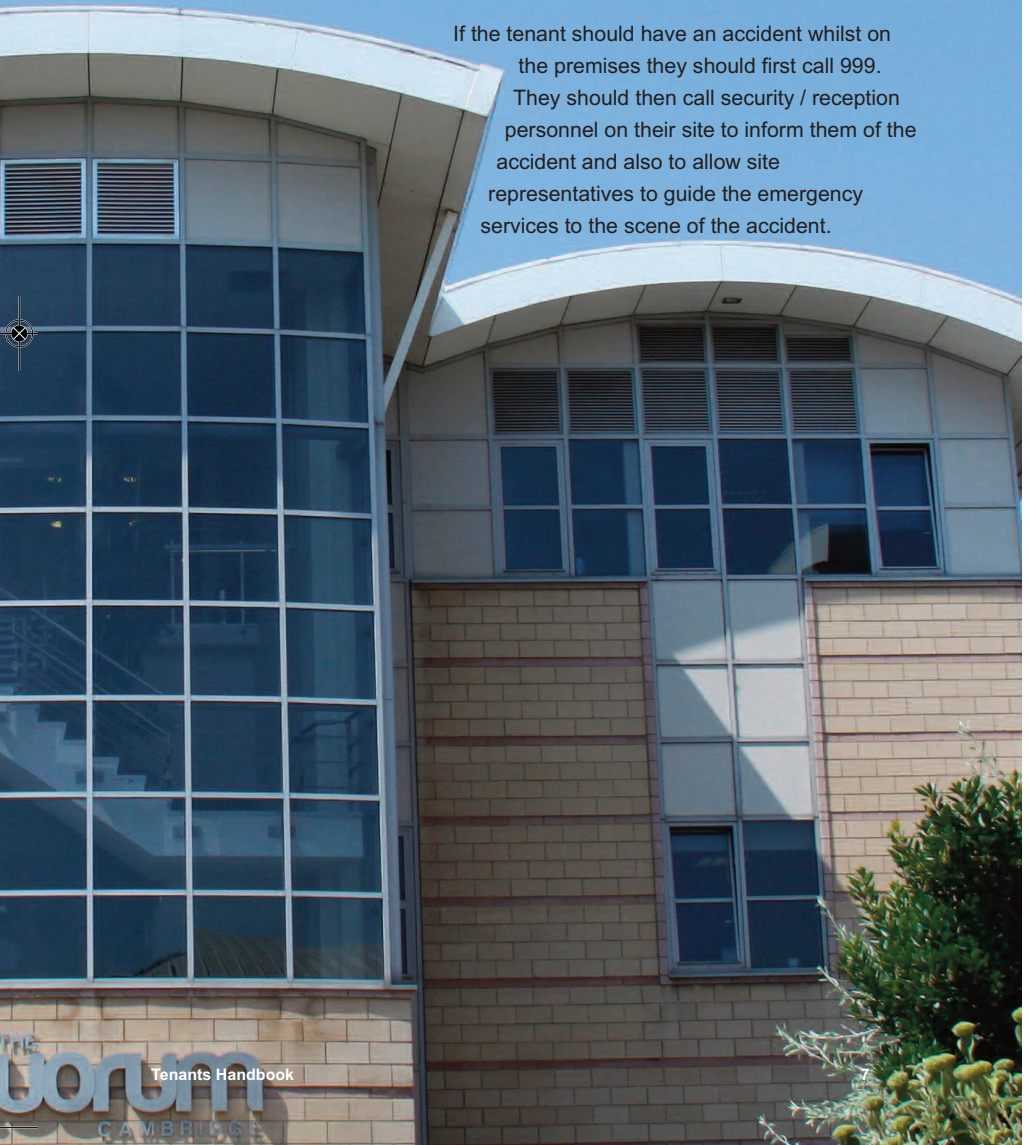


First Aid and Accidents

11.

Tenants are responsible for first aid arrangements in their areas. Tenants are responsible for training and providing their own first aiders and first aid equipment as necessary.

If the tenant should have an accident whilst on the premises they should first call 999. They should then call security / reception personnel on their site to inform them of the accident and also to allow site representatives to guide the emergency services to the scene of the accident.





12. Fire

There is a comprehensive fire alarm system at all Marshall sites.

When the fire alarm sounds all personnel should assemble in the designated muster point. The designated fire routes and exits are to be clearly marked. It is the responsibility of the tenant to ensure that:

- the designated fire routes and fire exits remain clear so they can be used in an emergency;
- all of their employees and visitors are aware of the designated fire routes and exits and are briefed in what to do in case of a fire;

The landlord will maintain emergency signs and will decide the designated fire routes, exits and muster points in the event of a fire. The landlord will also have responsibility for managing and maintaining the fire alarm system.



Should the tenant or any of its employees discover a fire, they should immediately activate the nearest fire alarm point and call 999, giving the location and the nature of the fire. If security is present on site they should also be informed.

Tenants are required to complete Fire Risk Assessments (FRAs) for their areas of occupation and these FRAs should be made available for inspection if requested by the landlord.

The tenant shall keep the property equipped with all fire prevention, detection and fire fighting machinery and equipment and ensure all maintenance is undertaken and records available for inspection.

13.

Equipment

The tenant shall keep all plant and machinery properly maintained and in good working order and condition and renew or replace all parts of the plant and machinery when necessary. The tenant will employ reliable contractors to regularly inspect, maintain and service all plant and machinery. The tenant shall keep full records of any work carried out and make them available to the landlord if the landlord asks to see them.

The tenant shall not install any new plant or equipment on the property nor alter any services at the property without the consent of the landlord.

14.

Statutory Testing and Certification

The tenant shall comply with all laws, statutes and legislation relating to the property and the occupation and use of the property by the tenant. This shall include all machinery and equipment, any works carried out, and all materials kept at or disposed from, or serving the property.

The landlord will require access from time to time to undertake certain statutory testing to the fixed installations within the property. The tenant shall grant access to the landlord to carry out these tests as agreed.

Water

15.

Discharges by the tenant to foul sewer are limited to sewage only. Any discharge of trade effluent (water with other media such as chemicals or oils) is to be agreed with the landlord, as consent may be required.

No discharges of any kind should be made into surface water drains. Water quality checks are completed by the landlord for tenants of its buildings at regular intervals in agreement with the tenant.

Chemicals

16.

In occupying the property for the permitted use the tenant will put in place and enforce (at its cost) good environment management systems and practices in accordance with the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it. In particular any hazardous substance i.e. any material, substance or organism which, alone or in combination with others, is capable of causing harm to the environment or which is likely to cause an actionable nuisance.

The tenant is to provide the landlord with a list of chemicals, used at the property, complete with the relevant Material Safety Data Sheets (MSDS). The tenant must ensure all hazardous materials are clearly identifiable and in the event of an emergency ensure adequate emergency procedures are in place to deal with any incidents.

17.

Waste

There are several options for waste collection that can be provided by the landlord for use by tenants.

The landlord may provide services for the emptying of the general waste skips and where possible will send zero waste to landfill. The landlord expects all areas where waste is stored and in particular waste skips and the area around them to be kept tidy and free of any of the tenants waste.

All hazardous waste produced by a tenant is to be safely disposed of by a specialist waste contractor. The tenant must ensure all hazardous materials are clearly identifiable and in the event of an emergency ensure adequate emergency procedures are in place to deal with any incidents. The landlord is to be notified of any requirements by the tenant to produce or dispose hazardous materials or hazardous waste.

It is not permitted for the tenant to engage a separate waste contractor for disposing of any waste item without contacting their representative to ensure that the landlord is in agreement that this contractor can be used.

Spillage

18.

The tenant is responsible for any spillages which they create either in their area or on other areas of the site.

The tenant is to make provision for their own spillage kits and procedures in the event of a spillage.

All spillages are to be reported to the landlord when in excess of 20 litres or any spillage of a substance classed as hazardous.

Noise

19.

The tenant is responsible for ensuring their staff are appropriately protected against excessive noise in the workplace. This includes the provision of personal protective equipment and signage.

All areas where noise protection must be worn are to be appropriately signed. Certain activities may be restricted in their hours of operation due to the proximity of local residents, businesses, or areas which are protected for wildlife. If the tenant wishes to undertake a process which could result in excessive noise for our neighbours, they should discuss this with their designated point of contact before undertaking the activity.

20.

Licensed Processes

If the tenant wishes to operate a process which requires a licence/permit this is to be obtained by the tenant. The landlord is to be appraised of all information relating to this application prior to submission.

21.

FOD

Due to the nature of the work activity on some Marshall sites, FOD – Foreign Object Debris is a consideration which must be taken into account by all tenants on site. Tenants are required to ensure that they keep their areas free of FOD.

22.

Airside Restricted Zones

On some Marshall sites, there are areas with restricted access, due to having an active runway and for us to be compliant with the Department for Transport (DfT) and the Civil Aviation Authorities (CAA) requirements for airports.

Should a tenant require access to these restricted areas they are to discuss this with their representative and provide the appropriate forms of ID and reasoning in order to obtain the relevant passes. Passes are required for both personnel and vehicles. Temporary vehicles requiring access to restricted areas, such as airside, must have the specific insurance levels, an approved escort and are to operate under the company's operational procedures.



Temporary passes for restricted areas may be issued on request, however all visitors must hold with them at all times a valid passport or driving licence and be escorted at all times by someone who holds a full pass for the relevant area(s).

Personnel who are in a restricted area shall, upon request, present their authorisation. No personnel or vehicle may enter restricted areas without displaying the correct identification.

Access to restricted areas is controlled through designated access points and tenants will be informed by their landlord/representative which access points they can use.



Operational Compliance

(Cambridge International Airport Only)

23.

The tenant is required to comply with all Cambridge Airport operational policies, procedures and instructions when operating on the aerodrome, and will be audited by Cambridge Airport on a regular basis. These audits may be carried out by external agencies approved by the Airport. In addition to the areas above, the audit items will include the following items.

- Tenants Safety Management System - to ensure it operates in conjunction with Cambridge airport especially relating to:
 - Document control - to ensure all the tenants and users of their facility have read and acknowledged understanding of the Airports operational documentation;
 - Occurrence reporting - to ensure any reports that impact Cambridge Airport are reported to the Airport, investigated fully and the Airport is made aware of the causal factors and any mitigation actions carried out;
 - Training – to ensure everyone has received airside safety training and a briefing on local procedures prior to entering any airside areas;
- Tenants aircraft recovery – if an aircraft operator, to ensure the tenant has adequate procedures for the recovery of aircraft in case of unserviceability or an incident where the aircraft infringes operational areas on the aerodrome;
- Tenants fuel operations - when conducting their own fuelling, to ensure this is compliant with current fuelling requirements;
- Airside Security - to ensure a means of issuing and / or returning airside passes is compliant with the Airports DfT and CAA requirements;
- To ensure all international catering waste is disposed of according to the relevant Cambridge Airport procedures;
- To ensure all de-icing activities are in accordance with Cambridge Airport procedures.

This list is not exhaustive and Cambridge Airport reserves the right to audit other areas in accordance with national and international regulatory requirements.

Airport tenants are required to attend regular Airport safety forums as defined within the Cambridge International Airport SMS framework.

Marshall

